

CITY OF PEORIA & COUNTY OF PEORIA
CONTRACT

This agreement, made and entered into this 27th day of March, 2018, by and between the City of Peoria, Party of The First Part, County of Peoria, Party of the Second Part, and R.A. CULLINAN & SON, A DIVISION OF UNITED CONTRACTORS MIDWEST, Party of The Third Part for the improvement known as the ALLEN RD & WILLOW KNOLLS RD INTERSECTION;

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the Parties of the First & Second Part, and according to the terms expressed in the bond referring to these presents, the Party of The Third Part agrees with said Parties of The First & Second Part, at his/their own proper cost and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all the terms of this agreement, for the amount of TWO MILLION DOLLARS AND NO/100 (\$2,000,000.00).

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, bid, specifications, performance bond and maintenance bond are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

EMPLOYEE/EMPLOYMENT RESTRICTIONS – THE CONTRACTOR:

THE CONTRACTOR (hereinafter referred to as “SERVICE PROVIDER”) agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF PEORIA
BY: [Signature]
City Manager

THE COUNTY OF PEORIA
BY: [Signature]
COUNTY ADMINISTRATOR

PARTY OF THE THIRD PART
R.A. CULLINAN & SON
A DIVISION OF UNITED CONTRACTORS MIDWEST, INC
(name of individual, firm, or corporation)

ATTEST: [Signature]
City Clerk

ATTEST: [Signature]
County Clerk

BY: [Signature]
(member of firm or officer of corporation)

(If a Co-Partnership)

EXAMINED AND APPROVED:
[Signature]
City Corporation Counsel

_____(seal)
_____(seal)

Partners doing business under the firm name
of _____(seal)
(Party of the third part)

(If an Individual)
_____(seal)

(Party of the third part)



Proposal Bid Bond

RETURN WITH BID

Route
Municipality City of Peoria
Rd. Dist./Twnshp
County Peoria
Section

WE _____ as PRINCIPAL, an _____ as SURETY,

are held and firmly bound unto THE CITY OF PEORIA (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

Principal

(Company Name) (Company Name)

By: (Signature and Title) By: (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

(Name of Surety) By: (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county,

do hereby certify that _____ (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

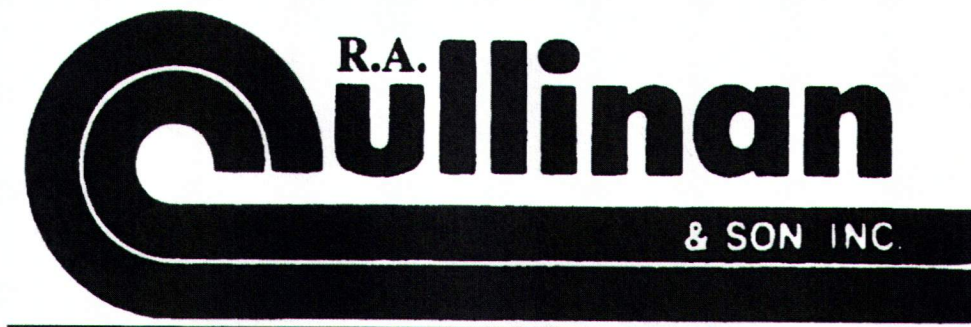
Given under my hand and notarial seal this _____ day of _____ A.D. _____

NOTICE

- 1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid

My commission expires _____

(Notary Public)



Request of Proposal From: R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc.
121 West Park St.
Tremont, Illinois 61568
Office # 309-925-2711

Project Requested For: City of Peoria, Construction Services For the Allen Road & Willow
Knolls Road Intersection, up To 1,000 Feet in each direction.

R.A. Cullinan & Son ("RAC"), A Division of United Contractors Midwest, Inc., would like to thank the City of Peoria for this opportunity to submit our proposal for Construction Services, for the Allen Road & Willow Knolls Road Intersection. Our staff and qualified project team are prepared to partner with the City of Peoria as a continuation to multiple projects of similar scope which you will find listed later in the document as part of the Criteria for Evaluation. With over 100 years of local construction experience and commitment to the community, it has led us into many mainstream, high-level projects which allows us to manage and perform with a high quality team on keynote projects such as this one.

Please review the following information as requested in the **City of Peoria RFP, Section 8.0 Criteria For Evaluation.**

Subsection A, Technical Qualifications of the Team and Staffing.

a.) Recent experience on local projects of similar size and scope

Prime Contractor on Sheridan Road for the City of Peoria. A \$4.6 million dollar project, which was a total removal of utility's, lighting and pavement structure. This project reflected a high level of partnering and team work between the City of Peoria and R.A. Cullinan, which has been deemed a success at many levels.

Prime Contractor of the Detroit Avenue complete reconstruction for the Village of Morton. Approximately \$3.8 million dollar project contained many similarities to the proposed Willow Knolls and Allen Road RFP. The project contained a full intersection with two intersecting roadways with a high level of traffic. Scheduling and staging was a key to this project being completed in a timely manner.

Prime Contractor on 2 projects known as Tiger II, Warehouse District and Washington Street Improvements for the City of Peoria. Approximately \$18.0 million dollars on the two projects which were designed and built with many similarities to the concept drawing of this CSO Pilot Project. These two aesthetically warm projects are high profile and a great additions to our community profile.

Prime contractor for the City of East Peoria, Levee District - Technology Boulevard, a \$26.0 million dollar addition and renovation with new underground infrastructure, innovative street designs with roundabouts and decorative lighting.

Prime contractor on the ICC East Campus Green Parking Lot Project, which involved renovation to existing parking lots with new underground infrastructure and underground water retention with pervious Asphalt pavement.

Prime Contractor for the City of Peoria on the Allen & Alta roundabout. Due to City of Peoria budget constraints, the project was quickly redesigned and negotiated to benefit the City of Peoria. With several outlying issues, such as Right-of-way (ROW), utilities and design conflicts the project was successfully managed to meet the traffic requirements to open successfully.

Prime Contractor for the City of Peoria on Northmoor Road Phase 1, Phase 2, and Phase 3. The Projects contained considerable drainage and infrastructure updates; along with new full depth pavements and signal & lighting updates.

b.) Recent experience on similar design/build projects

Subcontractor on two City of Peoria design/build projects, and was able to efficiently perform our scope on both projects.

Prime Contractor in 2015, 2016 and 2017 at the Caterpillar Proving Grounds, Washington Illinois.

Project consisted of design by local Engineering design firm, hired by RAC, with construction by RAC, to re-establish underground drainage features, along with significant erosion control risks and re-establish the "GREEN" area by hydro reseeding.

c.) Qualifications of the firm

Our extensive resources and efficiencies afford us opportunities to maximize our abilities in providing our customers the most cost-effective projects, whether hard bid or design/bid.

We also believe an important priority is to provide environmentally responsible construction materials and services. As such, our strategy has been to create a more environmentally friendly approach to a construction project, highlighting the benefits of sustainable construction.

Areas we can help assess the sustainable approach to the construction project include both recycling the existing material on the jobsite and providing recycled material to the jobsite.

For existing material on the jobsite, our processing fleet also includes mobile crushing units that are capable of recycling concrete on site providing economic benefits in not only material savings but also eliminating traffic control issues (including safety), costly trucking expenses, etc. This investment signifies our commitment to reusing as much existing material as possible, minimizing the negative impact to the environment and the community.

For providing recycled material to the jobsite, UCM has long been an advocate of recycling and has refined our operation to better use both Recycled Asphalt Pavement (RAP) and Recycled Asphalt Shingles (RAS) – Providing Environmentally Responsible Construction Materials and Services. For example, through investment in both plant improvements and modern processing equipment, UCM has increased the use of recycled material to 15 – 18 percent of all Hot Mix Asphalt produced.

d.) Qualifications of Individuals to be assigned to the project

Ken Volk – RAC Senior Project Manager

John Basham – RAC Peoria Area Construction Manager

Tom Wall – RAC Chief Estimator, along with senior-level Estimating Staff

Kevin Walker – RAC EEO, Subcontractor Management and EEO Success

A.J. Bimrose – RAC, Concrete IDOT Level 3 Certified Manager and IDOT Certified Staff

John Diel – RAC, Bituminous IDOT Level 3 Certified Manager and IDOT Certified Staff

Doug Peterson – RAC, Risk Management and Safety Supervisor

See Attachment

e.) Ability to add and reduce staff to reflect changes in scope, budget or scheduling



**Illinois Department
of Transportation**

Certificate of Eligibility

United Contractors Midwest, Inc.
3151 Robbins Road Springfield, IL 62704

Contractor No 738B

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

			<u>SUPER UNLIMITED</u>		
001	EARTHWORK	Unlimited	034	DEMOLITION	\$1,200,000
002	PCC PAVING	Unlimited	08A	AGGREGATE BASES & SURF. (A)	\$17,875,000
003	HMA PLANT MIX	Unlimited	09C	HWY., R.R. & WATERWAY STR.	\$21,225,000
006	CLEAN & SEAL CRACKS/JOINTS	\$700,000	15A	COVER & SEAL COATS (A)	\$9,425,000
007	SOIL STABILIZATION & MOD.	\$575,000			
011	ANCHORS & TIEBACKS	\$125,000			
012	DRAINAGE	\$16,350,000			
017	CONCRETE CONSTRUCTION	\$21,625,000			
018	LANDSCAPING	\$225,000			
021	TREE TRIM. & SEL. TREE REM.	\$475,000			
022	FENCING	\$275,000			
023	GUARDRAIL	\$1,075,000			
026	SIGNING	\$200,000			
031	PAVT. TEXTUR. & SURF. REM.	\$4,150,000			
032	COLD MILL.PLAN. & ROTOMILL	\$20,350,000			

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/12/2017 TO 4/30/2018 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/13/2017.

Tim Kell

Engineer of Construction



OFFICE OF EQUAL OPPORTUNITY

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify the R. A. CULLINAN & SON, A DIVISION OF UNITED CONTRACTORS MIDWEST INC has submitted an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 15TH day of APRIL 2016

Expires this 31ST day of MARCH 2017

EEO Certification Number:

00676-170331

David Watkins
Equal Opportunity Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.peoriagov.org. Click Government, Click Other Government Departments, Click Equal Opportunity then Click Employer Report CC-1. Please utilize this convenient process.

City Hall Building
419 Fulton Street Rm. 403
Peoria, Illinois 61602-1283
VOICE (309) 494-8530
FAX (309) 494-8587

J.L. Hubbard
INSURANCE **BONDS**
A Soy Capital Company

March 16, 2018

Bill Lewis

City Engineer

City of Peoria, IL

RE: Allen Road & Willow Knolls Road Intersection

Dear Mr. Lewis:

United Contractors Midwest, and their divisions, has been an insurance and surety account of J. L. Hubbard Insurance and Bonds Agency for many years. We have been involved with United Contractors Midwest since their inception and the various divisions dating back to the 1970's. During this time we have provided insurance and surety support to them on projects amounting to hundreds of millions of dollars. The company enjoys and excellent reputation and record of successful performance on all of these projects.

We have known United Contractors Midwest, and its' divisions, to be reliable in their business with unquestionable integrity and give them our highest recommendation.

This information is provided to you in confidence. If I can be of any further assistance please do not hesitate to contact me.

Respectfully,

J L Hubbard Insurance and Bonds



Blake E Allison
 Surety Manager

DANIEL A. MARTINI
 President

RANDY TAYLOR
 Vice President
 Corporate Secretary

IAN M. RHODE
 Treasurer

TIMOTHY R. PATTON
 Vice President

GREGORY W. NUSSBAUM
 Vice President

CURT RASSI
 Vice President

MATTHEW D. BENNETT
 Vice President

RICK SEMONIS
 Vice President

LINDA STEWART
 Benefits Manager

BLAKE ALLISON
 Surety Manager

PAM COE
 Personal Lines Manager

MARY BETH EWING
 Claims Manager

KEVIN J. BREHENY
 Senior Producer/
 Past President

RANDY S. CANNADY
 Senior Executive/
 Past First Vice President



Unland Insurance

March 16, 2018

Bill Lewis
City Engineer
City of Peoria, IL

RE: City of Peoria Allen Road & Willow Knolls Road Project

Dear Mr. Lewis:

R.A. Cullinan & Son, Inc. has been an insurance and surety account of James Unland & Company for over 40 years. We have been involved with their firm, associated affiliates and divisions in various business dealings since that time and have a tremendous amount of respect and appreciation for their organization. During our business relationship, we have provided insurance and surety support to them on projects in excess of hundreds of millions of dollars in total.

R.A. Cullinan has been, and continues to be, a leader in the marketplace by creating high performance standards and has the utmost respect from all of their business partners, customers, peers and competitors. Their leadership team is second to none and has been in place for a number of years, growing their business into what it is today and demonstrating a high level of knowledge and professionalism in their industry. They have also positioned themselves internally to carry on this legacy and success well into the future by empowering and developing leadership talent along the way.

With all of this said, we have known R.A. Cullinan & Son, Inc. to be extremely reliable in their business activities with unquestionable integrity and give them our highest recommendation. If I can be of any further assistance, please do not hesitate to contact me @ (309) 347-2177.

Respectfully,

Patrick J. Taphorn
President

2211 Broadway . Pekin, IL 61554-3945
Phone (309) 347-2177 . Fax (309) 347-1870

www.Unland.com



IL—Peoria
 121 W. Park Street
 P.O. Box 166
 Tremont, IL 61568
 309-925-2711

March 20, 2018

Peoria Area Quality Control Resume

Portland Concrete Cement, Aggregate and Hot Mix Asphalt Quality Control

Personnel: 1 – PCC Quality Control Manager

 1 – Aggregate Control Manager

 1 – HMA Quality Control Manager

 3 – Quality Control Lead Technicians

 5 – Quality Control Technicians

 155 + years of combined experience

Facilities: 3600 square foot IDOT approved PCC and Aggregate Lab

 1000 square foot IDOT approved HMA Lab

ucm.biz

IL—Peoria
 121 W. Park Street
 P.O. Box 166
 Tremont, IL 61568
 309-925-2711

IL—Springfield
 3151 Robbins Rd. (62704)
 P.O. Box 13420
 Springfield, IL 62791
 217-546-6192

IL—Winchester
 Route 106 West
 P.O. Box 258
 Winchester, IL 62694
 217-742-3103

IL—Bloomington
 1523 Cottage Ave.
 P.O. Box 609
 Bloomington, IL 61701
 309-827-0091



RAC has a high level of confidence in our management staff to quickly make changes with a qualified labor force to improve efficiencies on the project, along with our large versatile fleet of equipment to aide in production cost, and improve the schedule for the quickest and most efficient delivery.

f.) Ability to perform all aspects of project

RAC is given unlimited capacity/size with the State of Illinois (IDOT) given our capabilities. We are pleased to describe our volume of work scopes, which are highly recognized by IDOT. Our work scopes are as follows, Earthwork, PCC Paving, HMA Plant Mix along with Lay down operations, Clean and Seal Joints, Soil Stabilization, Anchors & Tiebacks, Underground and Drainage, Concrete Structures and Construction, Landscaping, Tree Removal, Fencing, Guardrail, Signing, Rotomilling, Demolition, Aggregate Bases, Highway Structures and Cover and Seal Coats.

g.) Identify all disciplines required for this scope of work

R.A. Cullinan will bring our highly qualified staff to the table to execute in a timely fashion a Design, Budget, Schedule, Immediate field response to mobilize onsite, and follow staging and construction sequence to allow for delivery of the project on time.

h.) Identify subcontractors

Alexander Brothers Construction Corporation	Minority/DBE Firm
Millennia Engineering	Minority/DBE Firm
CJL Landscaping	Minority/DBE Firm
Leo Brown Jr. Trucking	Minority/DBE Firm
Varsity Striping	Minority/DBE Firm
Laser Electric	
Kelly Ornamental Iron	

i.) Identify the lead team member for the contractor

Mr. Ken Volk – Senior Project Manager
Recent Projects with the City of Peoria,
Sheridan Road
Northmoor Avenue Phase 4

Please see attached resume.

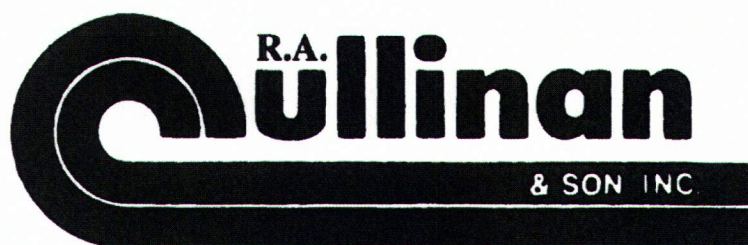
j.) Costing approach



VOLK, KEN
SENIOR
PROJECT
MANAGER

Lead Team Member Experience March 2018

- 60+ Projects under Direct Management
- 28+ Years of Experience as Project Manager
- \$164+mm value of projects under Management (not adjusted for inflation)



Our key team of Senior Estimators will be available to accommodate this project. Their high level of field knowledge and availability will help expedite the costing process. Billing will be managed by our accounting team Lead by Controller, Jeff Sinn, Kevin Walker, our Contract Manager, and billed in a IDOT T&M format with the applicable fees as represented in ITEM (E) Fee Structure

k.) Construction approach

Our construction team will approach this project with great pride and confidence, with goals of achieving interim schedule milestones along with final completion end dates. At all times the budget along with community awareness and daily monitored safety will be an ongoing priority. With our large fleet of Caterpillar equipment and professionally trained staff, we look forward to this partnership with the City of Peoria.

l.) Problem solving approach

With our knowledgeable staff and past effective Partnering Agreements, it would be imperative to a project of this type to come together and sign a Partnering Charter which would outline a full resolution team and critical timeline to resolve and yield corrective action to onsite issues.

Subsection B, Quality of Work (References)

a.) Quality of previous design/build projects

Our project at Caterpillar proving grounds has received the highest remarks from Caterpillar management and local staff supervision. Our performance and accomplishments from our project has earned us an invitation and purchase order to complete another design/build project in 2016. Caterpillar's corporate policy does not allow for letters of accomplishment or reference, which is why there is no accompanying attachment.

b.) Ability to meet schedules within budget

RAC's ability to meet budgets is quite evident as we continue to grow and be successful. A true gauge to success is apparent when you see our company update equipment annually, and continue to reinvest to our strengths by developing and building our own central PCC and Bituminous QC labs which will help us be on the cutting edge of design materials for most any project forth coming.

c.) Reputation and positive references

Reputation at R. A. Cullinan is the strength of our Company. With over 100 years of business experience, we pride ourselves in what we represent to our community and take each and every project serious, no matter the size.

Please see attached documentation

Subsection C, Schedule

a.) Quality of proposed project schedule and milestones

By using Primavera, a high quality state of the art software we are able to manage and control schedules to the maximum. Start times, interim milestones, critical paths with strategic material delivery are easily recognized. An essential tool to performance projects.

b.) Ability to meet schedules

R.A. Cullinan has been involved with many fast track high profile projects. We are very proud to have built phase 2 of I-74 in downtown Peoria. We constructed \$171.5 million of work in what's known as the largest project downstate (as of 2007). All roads were open on time and every ribbon cutting deadline was met.

c.) Ability to mitigate long lead times

We pride ourselves in our buying power and having quality suppliers willing to commit to us on all of our projects. We are able to remove nearly all lead time delivery issues.

d.) Recent experience on similar projects that stayed on schedule and within budget

Tiger II Warehouse District and Washington St. projects were approximately \$18.0 million and both projects were open to traffic on time.

Subsection D, Communication & Public Involvement

a.) Recent Experience on projects with similar public involvement

Tiger II Warehouse District and Washington Street, both City of Peoria Projects, and The Tornado Relief Project in Washington, Illinois. All three of these projects had many informational meetings, where the community had input and heard the construction schedules and progress.

b.) Guaranteed maximum price model approach

We have a full understanding of the Fee Structure listed below. We also are certain that the City of Peoria and R.A. Cullinan understand that additional work to the contract would be at the same percentage of overhead and profit represented below.

c.) Project communication plan

Our success partnering with municipal owners is to tailor each approach after better understanding the needs and requests of the owner. We have used several platforms, such as Radio station involvement, along with job specific web sites or informational links from a website to aid in the community's ability to monitor job progress and travel alternates to avoid congestion.

Subsection E, Fee Structure

- a.) Clearly identify total amount of profit and overhead within the \$2 million budgeted construction cost**

Our Overhead and Profit on this project shall be **\$150,000** of the \$2.0 million total cost.

Subsection F, Local Presence

- a.) Ability to staff project locally**

This project, along with Tiger II and Washington Street in Peoria, were primarily staffed with local labor forces and local Tri-County Subcontractors. We have contacted local labor representatives to alert them of the needs of this project.

b.) Plan to build capacity with local labor and firms

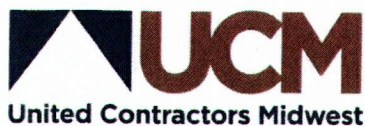
We are always looking for quality people and subcontractors to perform quality work on schedule. We generate local presence at R.A. Cullinan, as Kevin Walker, of our staff, has been involved since its inception and is a current active member of the Peoria Area Diversity in Employment Action Team (PADEAT). This involvement includes participating in the evolving trades and supporting the annual job fair.

Thank you for this opportunity, please feel free to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Thomas T. Wall". The signature is written in a cursive style with a large initial 'T'.

Thomas T. Wall
Vice President
R.A. Cullinan & Son, A Division of UCM, Inc.
121 West Park Street
Tremont, Illinois 61568
Office: 309-925-2711
Cell: 309-212-7403
Email: tom.wall@ucm.biz



IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

DBE Subcontracting and Workforce EEO Involvement

DBE Subcontracting Awards

2013 DBE Advocate of the Year

Recognition by IDOT as being the most helpful prime contractor to minority subcontractors in the State of Illinois

2016 Above and Beyond

(Recognition by IDOT in their inaugural event as being among the top prime contractors in the state in terms of meeting and exceeding minority participation goals. Event is limited to approximately 15 Contractors/consultants)

2017 Above and Beyond

In the second year of the event (the breakfast is held during the annual Today's Challenge Tomorrow's Reward Conference) we have been once again honored to be recognized for continuing to be among the leaders in the state in working with minority subcontractors.

Workforce EEO

Peoria Area Diversity in Employment Action Team (PADEAT)

The PADEAT committee was created in May of 2013 by Peoria Mayor Jim Ardis to look for ways to increase the number of minority and female workers in the union construction workforce. The participants include the NAACP, ICC, IDOT, the building trades and several related support organizations in the area. R A Cullinan & Son is the only contractor that has been involved since the inception of this group and is still actively supporting its efforts. We have been an active member in creating the goals and methods of the group, including our participation in helping to put on the annual career fair (held this year at Manual High School).

Peoria Construction Projects

R A Cullinan & Son continually monitors its workforce to achieve the 18% minority and 3% female workforce goals on all City of Peoria projects.

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
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309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091





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For existing material on the jobsite, Our processing fleet also includes mobile crushing units that are capable of recycling concrete on site providing economic benefits in not only material savings but also eliminating traffic control issues (including safety), costly trucking expenses, etc. This investment signifies our commitment to reusing as much existing material as possible, minimizing the negative impact to the environment and the community.

For providing recycled material to the jobsite, UCM has long been an advocate of recycling and has refined our operation to better use both Recycled Asphalt Pavement (RAP) and Recycled Asphalt Shingles (RAS) – Providing Environmentally Responsible Construction Materials and Services.

Some of the recent developments in this area have come from improved mix designs that are proven to be more stable and durable than those used in the past. Use of these mixes add up to an extraordinarily long-lasting structure when used in a full depth pavement application. Another improvement that also contributes to the long term attributes of full depth pavement is the addition of Stone Matrix Asphalt surface course. When used as the wearing course in a full depth asphalt pavement, this material provides a durable surface that allows for its use in applications where asphalt might not have been the material of choice in the past. In addition to its performance characteristics SMA also uses high levels of Asphalt Binder Replacement allowing us to use both RAP and RAS to reach these higher levels.

UCM has maintained a long-standing reputation for providing its clients a quality product in a timely manner and we believe that Full Depth Asphalt Pavement provides our clients a durable, economical and sustainable option that will perform as well as other alternatives.

The asphalt industry has long been a proponent of promoting their product as an environmentally sound building material. Recent advances in research and technological advances have proven out that recycling asphalt and incorporating it back in HMA provide a product equal to a virgin mix.

Through investment in both plant improvements and modern processing equipment, UCM has increased the use of recycled material to 15 – 18 percent of all Hot Mix Asphalt produced.

ucm.biz

IL—Peoria
 121 W. Park Street
 P.O. Box 166
 Tremont, IL 61568
 309-925-2711

IL—Springfield
 3151 Robbins Rd. (62704)
 P.O. Box 13420
 Springfield, IL 62791
 217-546-6192

IL—Winchester
 Route 106 West
 P.O. Box 258
 Winchester, IL 62694
 217-742-3103

IL—Bloomington
 1523 Cottage Ave.
 P.O. Box 609
 Bloomington, IL 61701
 309-827-0091





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2016

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	INSURER A:	
Name of Contracting Company		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

SAMPLE

CERTIFICATE:

OF

INSURANCE

FAX (A/C, No):	
ERAGE	NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below						PER STATUTE OTH ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"For All Work Performed by the Insured" - United Contractors Midwest, Inc., its subsidiaries and divisions are named as an additional insured under the general liability policy on a primary and non-contributory basis.

CERTIFICATE HOLDER United Contractors Midwest, Inc. 121 W. Park, PO Box 166 Tremont, IL 61568-0166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
(309) 494-8800

NOTICE OF REQUEST FOR PROPOSALS (RFP):

CONSTRUCTION SERVICES
FOR THE ALLEN ROAD & WILLOW KNOLLS ROAD
INTERSECTION, UP TO 1,000 FEET IN EACH DIRECTION
PEORIA, ILLINOIS

SUBMITTALS DUE: 10:00 A.M., TUESDAY MARCH 20, 2018

The City of Peoria's Engineering Division will accept sealed submittals at the Office of the City Engineer, Public Works Building, 3505 Dries Lane, Peoria, Illinois, until **10:00 AM, Tuesday, March 20, 2018**, for establishing a contract with a qualified contractor for construction services for reconstructing the N Allen Road & Willow Knolls Road intersection, to a distance of no more than 1,000 feet in any direction, unless otherwise determined by the engineering team. It is the City's intention to receive a response from a qualified lead contractor who, together with their sub-contractors, can expeditiously complete the entire scope of work. The City may then enter into a contract with the lead contractor for construction services. The project process will include working collaboratively with City staff and their engineering consultants to plan, design and build the project for a maximum guaranteed price.

Time is of the essence and any submittals received after the announced time and date of receipt, whether by mail or otherwise, will be rejected and returned unopened. Submittal teams are responsible for ensuring that the Engineering secretary receives their submittals before the deadline indicated. Submittal firms should **submit five (5) hard copies** and **one (1) electronic copy** of an original proposal document.

An individual authorized by the lead contractor to bind the offer **MUST** sign any submittal. All submittals without a signature will be deemed non-responsive, and will not be accepted. The City of Peoria reserves the right to reject any or all submittals.

ALLEN ROAD & WILLOW KNOLLS ROAD INTERSECTION

1.0 INTRODUCTION

This project will use the guaranteed maximum price model. The purpose of using the guaranteed maximum price model versus the traditional design-bid-build model is to streamline the project schedule, reduce errors, increase the quality of the construction, and maximize the value of the budget by having the design engineer, construction engineer, lead contractor, and City staff work as a team from the start of the project through final completion. The City will hold a professional services agreement with the design and construction engineering firms separate from the lead contractor. The City will act as the overall project lead.



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The City of Peoria requires construction services and expertise to collaboratively design and build an intersection within the project budget. The project may include one of two primary options: 1) a dual-lane roundabout, or 2) a conventional signalized intersection, only which shall be known after Public Meetings to be held in the month of April. Each submittal will be considered and ranked by a Selection Committee based upon the criteria listed herein. The City will then enter into negotiations with the top-ranked general contractor. Negotiations will establish a detailed scope of services and total costs for services. Should the top-ranked firm and the City of Peoria not be able to reach an agreement, the City will notify the firm with the second highest ranking and will enter into negotiations with that firm following termination of the prior negotiations.

Contractors will be rated on their qualifications, experience, cost, and approach to this project. Contractors shall include fee structure when responding to this solicitation.

This process does not obligate the City to award a contract, or pay any cost incurred in the preparation by the firm responding to this request. The City reserves the right to accept or reject any or all proposals received as a result of this request. All information submitted in response to this request will become the property of the City.

2.0 PROJECT DESCRIPTION

2.1 LIMITS OF PROJECT

The proposed project is located at the intersection of Allen Road and Willow Knolls Road, up to 1,000 feet in each direction, in Peoria, Illinois, and as shown on the attached map. If the project budget permits, there may be improvements to the side streets within the project vicinity.

2.2 BACKGROUND

The physical project will include construction of one of two primary options: 1) a dual-lane roundabout, or 2) a conventional signalized intersection, as to be determined by the engineering team after Public Meetings in April 2018.

2.3 DESCRIPTION OF PROPOSED IMPROVEMENT AND PROJECT PROCESS

The project shall include improvement of Allen Road and Willow Knolls Road to provide an intersection capable of the traffic demands. Through collaboration with City staff, the City's design professional services consultant, and the City's construction engineering professional services consultant, the successful contractor will plan and evaluate the use and cost of concrete and/or asphalt roadway with potential for all-new traffic signals, storm sewers, landscaping, and any other material and appurtenances as determined by the engineering team. Additionally, the proposed improvements must be ADA-compliant. Traditional roadway construction items may include but are not limited to pavement removal and new pavement construction, grading, curb and gutter removal and replacement, sidewalks, striping, medians/islands and plantings. Signalization and pedestrian lighting may be included. All incidental and appurtenant items shall be constructed by the contractor as decided by the project team.

This project will involve ongoing collaboration with the project team, and public involvement with area property owners and residents. Attendance at meetings will be required, sometimes in the evening or on weekends.



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The City encourages new employment, training and contracting opportunities for low-income residents and the businesses that substantially employ these persons for this project.

City capital funds will be used for this project. In general, MFT rules will apply for material inspection and documentation. No permits are anticipated at this time beyond IEPA's Notice of Intent. The successful contractor will provide Construction Quality Control/Quality Assurance (QC/QA).

2.4 ESTIMATED TOTAL BUDGET

The estimated total project budget is approximately \$2,800,000. The estimated construction budget is \$2.0 million. The construction budget of \$2.0 million is to include the cost of all labor, materials, equipment, profit, and overhead of the selected contractor and all sub-contractors.

3.0 GENERAL SCOPE OF SERVICES

The scope of services sought by the City of Peoria shall include the provision of all required labor, materials, equipment, expertise and consultation related to the design and construction of the project. The following information should be included in the submittal:

1. Collaborate on the design of the project within project schedule and budget.
2. Construct project improvements within project schedule and budget.
3. The following will be required of the selected Contractor:
 - a. Participate in the public involvement process.
 - b. Construction of all roadway work.
 - c. Provide Construction Quality Control/Quality Assurance (QC/QA).
 - d. Comply with the City of Peoria's EEO requirements.
 - e. Provide mentoring of local labor and construction firms
4. Construction requirements:
 - a. Construction shall follow standard City of Peoria construction requirements including, but not limited to, performance bonds, insurance, EEO and M/WBE subcontractor participation, prevailing wage, certified payroll, human rights act, sexual harassment policy, substance abuse prevention, construction debris manifest, subcontractor final payment notification, 18% minority hours by trade, 3% female hours by trade, etc.
 - b. These requirements will be detailed at the time of contract negotiation.

3.1 MEETINGS, PRESENTATIONS AND REPORTS

It is anticipated that representatives from the lead contractor will be required to attend weekly coordination meetings throughout the duration of the project. Additional meetings include meetings with City representatives and neighborhood representatives or other groups, and potentially one Peoria City Council meeting to give a presentation on the project. Additional meetings may also be required, which will be discussed during negotiations.



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3.2 DELIVERABLE PRODUCTS

The selected firm shall provide all deliverable products to the City Engineer for approval and dissemination. Preliminary designs and specifications, alternative designs, and cost estimates will be prepared and reviewed by the project team throughout the duration of the project to keep the project on schedule and on budget.

3.3 PROVISIONS BY CITY OF PEORIA

The City of Peoria will provide the following information to the submittal firm:

1. Aerial photography and topography in an electronic format.
2. Right-of-Way information available through City of Peoria records.
3. Designation of a person or team from the engineering staff to act as the overall project lead and the City's liaison, to direct the two-way flow of information and have direct access to staff's knowledge base. Such person shall have the authority to transmit instructions, receive information, interpret, and define existing City policy and decisions with respect to materials, equipment and systems pertinent to the consultant services. However, the concurrence and authorization to begin any and all phases of this project shall reside with the City Engineer.

4.0 PROJECT DURATION

It is anticipated that, after a Contractor is selected, the preliminary design and neighborhood meeting process will take 4 weeks; however, no pavement removal may begin until such time as the option of roundabout or conventional signalized intersection is decided after Public Meetings. Construction of the improvements shall be substantially completed by August 31st, 2018, and punch list items completed by September 30th, 2018 unless additional time is granted by the City Engineer.

5.0 INVOICING AND PAYMENTS

The lead Contractor shall submit invoices at the end of each week; such statements shall be inclusive of a detailed breakdown of all charges incurred. The detail shall indicate the personnel name, title, rate of pay, hours charged, and task worked. All direct costs shall be itemized and billed at cost. Invoices shall be based upon actual hours of performance. Profit and overhead will be billed proportionally each month based upon an agreed schedule.

Invoices shall be accompanied by progress reports and updated schedules. Without a progress report and updated schedule, the invoices will not be considered complete and deemed unpayable. The progress report will be inclusive of rates of completion for all tasks scoped and for rates of completion for all deliverable products.

Contractors and subcontractors on Public Works projects must submit certified payroll records on a weekly basis via EPrismSoft to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate, and that the Contractor is aware that filing records he or she knows to be false is a Class B Misdemeanor. The Certified Payroll Records must include, for every worker employed on the Public Works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. Certified payrolls for all reporting trades and crafts are to be submitted weekly on



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EPrismSoft.com.

6.0 CRITICAL DATES

The following are the critical dates:

RFPs advertised	March 1, 2018 through March 5, 2018
Due date for submittals from interested Firms 10:00 AM.	March 20, 2018
Selection Committee meets and ranks submittals	March 20, 2018
Committee informs highest ranked firm and begins negotiations	March 21, 2018
City Council Meeting at which Contract is Recommended for Approval	March 27, 2018
Public Meetings	Month of April 2018
Notice to Proceed Sent to Approved Firm	May 1, 2018
Construction Substantially Complete	August 31, 2018
Punch List Items Completion date	September 30, 2018

7.0 EVALUATION OF SUBMITTALS

Firms are to submit written submittals which present the firm's qualifications and understanding of the work to be performed. Selection criteria will include, but will not be limited to, qualifications, comparable recent experience, utilization of local professionals, knowledge of local requirements, policies and procedures, knowledge of and experience with green infrastructure, implementation of EEO requirements, plan to involve build capacity for green infrastructure work with local labor and firms, capacity to perform work in the allotted time, construction planning, construction scheduling, and overall approach to the project and proposed profit and overhead. Firms interested in submitting should have recent specific experience with this type of design and construction. The submission should include a project approach, relevant experience, list of key personnel, references, and information regarding sub-consultants and subcontractors that will be involved with specific trade/disciplines.

Firms will need to address each of the evaluation criteria set in Sections 8 & 9 hereof carefully and thoroughly, as all submittals will be ranked on a point value system.

The selection will be on the basis of the following:

1. Scored written submittals.
2. The City reserves the right to interview, if necessary, after reviewing the written submittals.

7.1 SUBMITTAL FORMAT

The submittal should be as concise as possible. Additional promotional information should be avoided. The name of the firm and the location of the office that will have responsibility for the contract is required, as is the name, address and phone number of a contact person responsible for and knowledgeable of the submittal for the lead contractor. **Five (5) hard copies and one (1) electronic copy of the submittal will be required.**

8.0 CRITERIA FOR EVALUATION

A) Technical Qualifications of the Team and Staffing:



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- a. Recent experience on local projects of similar size and scope
- b. Recent experience on similar design/build projects
- c. Qualifications of the firms
- d. Qualifications of individuals to be assigned to the project
- e. Ability to add or reduce staff to reflect changes in scope, budget or scheduling
- f. Ability to perform all aspects of project
- g. Identify all disciplines required for this scope of work
- h. Identify subcontractors
- i. Identify the lead team member for the Contractor
- j. Costing approach
- k. Construction approach
- l. Problem solving approach

B) Quality of Work (References):

- a. Quality of previous projects
- b. Ability to meet schedules within budget
- c. Reputation and positive references

C) Schedule:

- a. Quality of proposed project schedule and milestones
- b. Ability to meet schedules
- c. Ability to mitigate long lead items
- d. Recent experience on similar projects that stayed on schedule and within budget

D) Communication & Public Involvement:

- a. Recent experience on projects with similar public involvement
- b. Guaranteed Maximum Price Model Approach
- c. Project Communication Plan

E) Fee Structure:

- a. Clearly identify total amount of profit and overhead within the \$2 million budgeted construction cost.

This is a non-binding RFQ submittal. The actual fee will be negotiated based upon concurrence of the scope.

F) Local Presence and EEO:

- a. Ability to staff project locally
- b. Plan to build capacity with local labor and firms.
- c. Ability to provide adequate number of trade/craft hours for minority persons, female persons, and trainees.



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9.0 SELECTION PROCEDURE

Each criterion in the evaluation will be ranked on a scale of 1 to 10. Each numerical ranking will be multiplied by the weighted value below. A total point value for that submittal will be determined by the composite evaluation of the Selection Committee. The firm with the highest overall point total will be ranked first.

<u>Criteria</u>	<u>Weight</u>	<u>Rank</u>	<u>Total</u>
Technical Qualifications of the Team and Staffing	15	10	150
Quality of Work (References)	15	10	150
Schedule (Examples of Projects with tight Timelines)	20	10	200
Communication & Public Involvement	5	10	50
Fee Structure	35	10	350
Local Presence	10	10	100
Total Maximum Possible Points			1000

****NOTE:** Total **Maximum** Points Possible assumes that a firm receives a maximum score of 10.*

10.0 EEO

To be awarded a contract, all Suppliers, Vendors, and Contractors to the City of Peoria must be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

The number is secured by completing and submitting, under notary seal, an Employer report form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. Please note that the Certificate of Compliance is valid for one year and must be annually renewed. The form may be requested on-line from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal." The forms can also be obtained by writing or calling:

City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (**\$50.00**) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a submittal. The EEO Certification Number is only required prior to the award of the contract.



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EEO CERTIFICATION* (Check one):

We are presently applying for the EEO Certification. Employer Report Form (Form CC-1) is completed and enclosed.

Presently, we have the Employer Report Form (Form CC-1) on file with the City of Peoria, Office of Equal Opportunity and have a current Certificate of Compliance Number.

Certificate of Compliance Number: _____

**Please note there is a \$50.00 processing fee for new and renewal certification requests.*

10.1 MINORITY AND FEMALE WORKFORCE UTILIZATION

The City of Peoria is committed to ensuring our construction projects offer equal employment opportunity to all the citizens we serve. The Prime Contractor and all of its subcontractors are to make a good faith effort to comply with the following goals for minority and female workforce utilization.

1. Eighteen (18%) percent of the total hours worked, per trade, should be performed by minority workers.
2. Three (3%) percent of the total hours worked, per trade, should be performed by female workers.

Each contractor must maintain Certified Payroll Records verifying the hours worked by minority and female workers. These records must be provided to the City of Peoria through the EPrismSoft reporting tool.

10.2 SUBCONTRACTOR/SUB-CONSULTANT UTILIZATION

The City of Peoria is committed to promoting equal opportunity and has established the following subcontractor/sub-consultant utilization goals for City funded projects: 10% MBE and 5% WBE. The selected firm will have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City projects.

10.3 PREVAILING WAGE PROVISION

This contract is for the performance of "Public Works" as that term is defined by **820 ILCS 130/2**. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (**820 ILCS 130/1-12**).

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevaling-wage-rates.aspx>.



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11.0 INSURANCE

Additional insurance requirements for CONTRACTOR'S INSURANCE and PROOF OF CARRIAGE OF INSURANCE shall be required for the successful contractor, per the following:

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this project until he has obtained all insurance required under this paragraph and such insurance has been approved by the City of Peoria, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the City of Peoria.

The Contractor shall require Subcontractors, if any, not protected under the Contractor's insurance policies as an additional insured to take out and maintain insurance of such nature in amounts not less than that required of the principal Contractor, excluding Umbrella Coverage and Owner's Protective Liability and Property Damage Insurance, and any and all insurance obtained by any Subcontractor or Subcontractors shall be approved by the City of Peoria.

All policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this project Workers' Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor, and any such insurance obtained by any subcontractor or subcontractors shall be approved by the City of Peoria. In case any class of employees engaged in hazardous work at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected, such as accident insurance, and any such insurance shall be approved by the City of Peoria.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of the project such General Liability, Public Liability and Property Damage Insurance as shall protect him and any Subcontractor performing work covered by this project, from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this project, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Commercial General Liability Insurance that provides Property Damage and/or Bodily Injury in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.



OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall obtain Owner's Protective Liability and Property Damage Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. If endorsements to the above public liability and property damage insurance policies cannot be made, then separate policies providing such protection must be furnished by the Contractor.

AUTOMOBILE INSURANCE

The Contractor shall take out and maintain during the life of the project such automobile insurance covering all owned and non-owned vehicles as shall project him an any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$1,000,000 Combined Bodily Injury and Property Damage.

UMBRELLA COVERAGE

The Contractor shall take out and maintain during the life of the project such Umbrella or Excess Liability coverage as shall protect him and any Subcontractor performing work covered by this project, from claims for damages in an amount not less than \$2,000,000 per occurrence and \$5,000,000 annual aggregate.

ADDITIONAL INSURED ENDORSEMENT

All Liability insurance policies shall name the City of Peoria, its officers, directors, employees, agents, representatives, subsidiaries, successors and assigns, as additional insureds, shall be primary to any other insurance carried by the City of Peoria and shall provide coverage consistent with ISO CG 20 26, and shall maintain the required coverages, naming the City of Peoria as an additional insured, for a period not less than three years from the date the City of Peoria and Contractor execute an Agreement to Final Quantities.

PROOF OF CARRIAGE OF INSURANCE

The Contractor and all Subcontractors shall furnish the City of Peoria with satisfactory proof of insurance coverage. This shall include an A.M. Best "A" rating before the project begins. If coverage is cancelled or the carrier's rating falls below A.M. Best "A" rated, the City of Peoria shall be notified in writing.

Certificates of Insurance are required. The Certificate must state the following "The City of Peoria, its officers, directors, employees, agents, and representatives, are named as Additional Insureds on a primary basis for liability arising out of the contractor's operations."

Upon request the Contractor must provide copies of the policies and endorsements, failure to provide the required certificates of insurance shall not operate to invalidate the insurance requirements under this Contract.

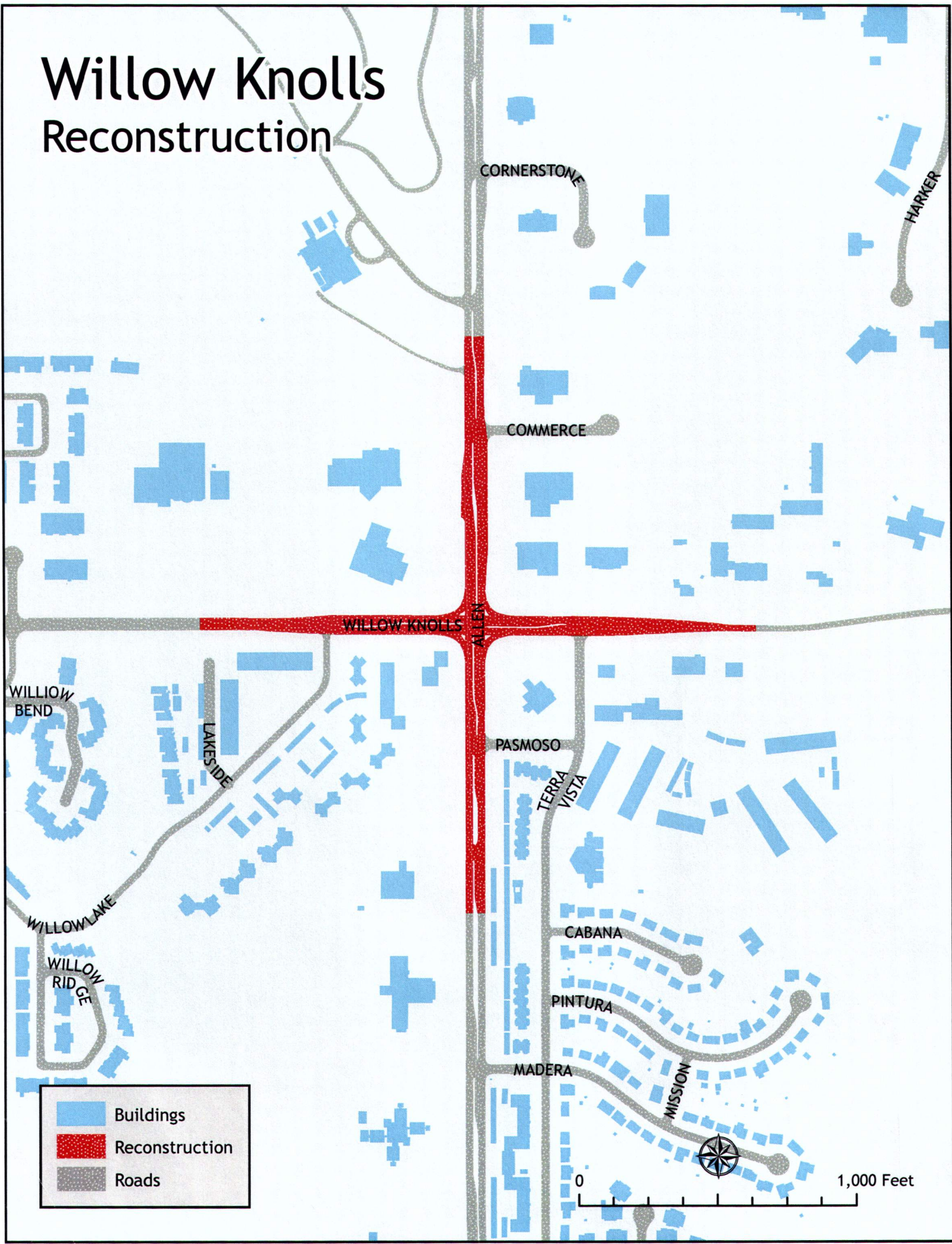
12.0 OMISSION OF SCOPE




Please indicate if you believe a major item(s) is (are) missing from scope of services outlined in RFP.

13.0 QUESTIONS

Questions or comments regarding the request or the process related to the request should be submitted via email to the City Engineer, Bill Lewis blewis@peoriagov.org

Willow Knolls Reconstruction



	Buildings
	Reconstruction
	Roads



PERFORMANCE BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 106914514

CONTRACTOR:*(Name, legal status and address)*

R.A. Cullinan & Son, A Division of United Contractors
Midwest, Inc.
121 W. Park St., Tremont, IL 61568

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty & Surety Company of America
Hartford, Connecticut

OWNER:*(Name, legal status and address)*

Peoria County
324 Main St.
Peoria, IL 61602

CONSTRUCTION CONTRACT

Date: March 27, 2018

Amount: \$ 2,000,000

Description:

(Name and location)

Allen Road and Willow Knolls Road Intersection
Peoria, IL

BOND

Date: May 10, 2018

(Not earlier than Construction Contract Date)

Amount: \$2,000,000

 Modifications to this Bond: None See Section 16
CONTRACTOR AS PRINCIPAL

Company: R.A. Cullinan & Son, A Division of United
Contractors Midwest, Inc. (Corporate
Seal)

Signature:

Name and Title: Thomas T. Wall, Vice President

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)***SURETY**

Company: Travelers Casualty & Surety Company of America
(Corporate Seal)

Signature:

Name and Title: Patrick J. Taphorn, Attorney-in-Fact

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

The Unland Companies
2211 Broadway, Pekin, IL 61554

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: *(Corporate Seal)*

Company: *(Corporate Seal)*

Signature: _____
 Name and Title: _____
 Address: _____

Signature: _____
 Name and Title: _____
 Address: _____

**DUAL
OBLIGEE
RIDER**

(Concurrent Execution with
Payment and Performance
Bonds)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

This Rider is executed concurrently with and shall be attached to and forms a part of Performance and Payment Bonds No. 106914514 (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by Travelers Casualty and Surety Company of America, (hereinafter referred to as "Surety"), as Surety, on the 10th day of May, 2018.

WHEREAS, on or about the 27th day of March, 2018, R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc. (hereinafter called the "Principal"), entered into a written agreement with Peoria County (hereinafter called the "Primary Obligee") for the construction of the Allen Road and Willow Knolls Road Intersection (hereinafter called the "Contract"); and

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to said Primary Obligee the Bonds in connection with the Contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety execute and deliver this Rider to the Primary Obligee concurrently with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that City of Peoria, 3505 Dries Ln., Peoria, IL 61604

shall be added to the Bonds as a named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

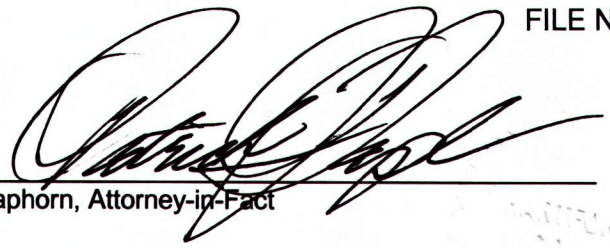
Signed this 10th day of May, 2018.

R.A. Cullinan & Son, A Division of United Contractors Midwest, Inc.
(Principal)

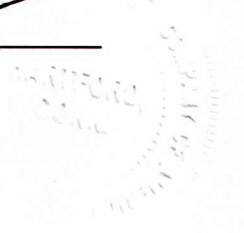
By: 
Thomas T. Wall, Vice President

Travelers Casualty and Surety Company of America

By:



Patrick J. Taphorn, Attorney-in-Fact





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. 226368

Certificate No. 007221074

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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

Afton Booth, Patrick J. Taphorn, and Kathy Betteridge

of the City of Pekin, 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 9th day of May, 2017.

Afton Booth, Patrick J. Taphorn, and Kathy Betteridge

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: Robert L. Raney, Senior Vice President

On this the 9th day of May, 2017, before me personally appeared Robert L. Raney, 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, 2021.



Marie C. Tetreault
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 10th day of May, 20 18


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.