To: Rockford Public School District 205
501 7th Street
Rockford, Illinois 61104

In compliance with your Invitation for Bids, the undersigned,

I.P. Cullen & Sons, Inc.

(Name of firm, partnership or Corporation)

hereby proposes to furnish all labor and materials and perform all general work for the construction of the in strict accordance with the Project Manual dated January 4, 2017 and the Drawings mentioned therein, and including any subsequently issued addenda for consideration of the following amount:

Base Bid $17,259,147

ALTERNATES

Refer to Division 01 Section 012300 – Alternates for description of Alternates.

Alternate Bid #1A: ADD Kindergarten Room Cubbies

Bid Amount $15,300

Alternate Bid #1B: ADD Kindergarten Room Wall Cabinets

Bid Amount $12,600

Alternate Bid #2: ADD Display Cases & Tack Surface

Bid Amount $3,690

Alternate Bid #3: ADD Library Casework

Bid Amount $17,600

Alternate Bid #4: ADD Increase Generator Capacity & Transfer Switch

Bid Amount $17,500
Alternate Bid #5: ADD Parking Spaces at Bus Loop

Bid Amount $12,800

Alternate Bid #6: ADD Water Main Extension

Bid Amount $85,300

PROJECT MILESTONE DATES

1. Award Letter -3/01/2017
2. Start Date -3/02/2017
3. Commissioning Pre-Construction Meeting- 4/16/2017
4. Commissioning Functional Testing- 4/15/2018
5. Substantial Completion -5/15/2018
6. Project Final Completion- 5/15/18
7. Final Commissioning - Winter 2019

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at any time prior to the date set for the expiration of the Bid Security, the undersigned will, within ten (10) days after the notice, execute and deliver a contract in accordance with the required Form of the Agreement and give Performance and Payment Bond, if so required, in accordance with the Bid as accepted.

The undersigned acknowledges that the bidder has adequate equipment to do the work properly and expeditiously:

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

J.P. Cullen & Sons, Inc., PO Box 5957, Janesville, WI 53547-5957

This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

Caution: This Bid may be rejected if not accompanied by a guarantee in the specified amount. Any certified check may be held uncollected at risk of Bidders submitting them.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 1/24/17
Addendum No. 2 Date 1/30/17
Addendum No. 3 Date 2/6/2017
Addendum No. 4 Date 2/13/17
Addendum No. 5 Date 2/14/17 Addendum No. ____ Date ________________

Submittals, as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) or three (3) low bidders, within three working days after the Bid opening.

Dated February 17, 2017

J.P. Cullen & Sons, Inc.
Legal name of person, partnership or corporation

(Sign Bid Here) By: [Signature]
Name and Title: Jeremy J. Sheterlee, Vice President

Legal Business Address: 330 E. Delavan Drive
Street Address
Janesville, Wisconsin
City and State

UNIT PRICES

Should the amount of work required for this project be increased or decreased due to changes in design or conditions at the site, the undersigned agrees that the following unit prices will be the basis for an increase or decrease to the contract amount.

Refer to Division 01 Section 012200 – Unit Prices for description of Unit Prices.

Unit Price No. 1: For over excavation, hauling spoils off-site and breaker run aggregate (2" -3") material at locations where unsuitable soils are encountered at the North Bus Loop. $_______260_____/cubic yard.

Unit Price No. 2: For over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at the building foundations. $_______49_____/cubic yard.

ALLOWANCES:

The following material cost allowances have been included in the Base Bid and should the following allowance exceed or be less than the cost of selected items, the difference in cost shall be added to, or credited to the Owner’s Contract.

Refer to Division 01 Section 012100 – Allowances for description of Allowances.

Allowance No. 1: Include 695 cubic yards of over-excavation, hauling spoils off-site and breaker run aggregate (2" -3") material at locations where unsuitable soils are encountered at the North Bus Loop.

Allowance No. 2: Include 500 cubic yards of over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at the building foundations.

LIST MAJOR SUBCONTRACTORS/VALUES

BID FORM
<table>
<thead>
<tr>
<th>1. EARTHWORK SUBCONTRACTOR</th>
<th>Fischer Northern Illinois Service $500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. SITE UTILITIES SUBCONTRACTOR</td>
<td>Fischer Northern Illinois Service $225,000</td>
</tr>
<tr>
<td>3. CONCRETE</td>
<td>SP Cullen $890,000</td>
</tr>
<tr>
<td>4. MASONRY</td>
<td>SP Cullen $2,200,000</td>
</tr>
<tr>
<td>5. STEEL FABRICATION</td>
<td>Vector Steel $650,000</td>
</tr>
<tr>
<td>6. ROOFING</td>
<td>HC Anderson $675,000</td>
</tr>
<tr>
<td>7. WINDOWS</td>
<td>Rock Valley Glass $580,000</td>
</tr>
<tr>
<td>8. PLUMBING</td>
<td>Nelson Carlson $640,000</td>
</tr>
<tr>
<td>9. HVAC SUBCONTRACTOR</td>
<td>Miller Commercial Mechanical $2,200,000</td>
</tr>
<tr>
<td>a) HVAC CONTROLS SUBCONTRACTOR</td>
<td>Johnson Controls</td>
</tr>
<tr>
<td>11. ELECTRICAL SUBCONTRACTOR</td>
<td>Mueller Electrical $2,300,000</td>
</tr>
<tr>
<td>a) TECHNOLOGY SYSTEMS SUBCONTRACTOR</td>
<td>ProCom</td>
</tr>
<tr>
<td>b) FIRE ALARM SYSTEM SUBCONTRACTOR</td>
<td>ProCom</td>
</tr>
</tbody>
</table>

IF BIDDER IS A FIRM OR PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>Name of Members or Partners</th>
<th>Legal Residence</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>State of Incorporation:</th>
<th>Wisconsin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and Title</td>
<td>Legal Residence</td>
</tr>
<tr>
<td>Ronald L. Becher</td>
<td>37 South Blackhawk Street, Janesville, WI 53545</td>
</tr>
<tr>
<td>President</td>
<td>Jeremy J. Shecterle</td>
</tr>
<tr>
<td>2161 Red Oak Court, Stoughton, WI 53589</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td>Mark A. Cullen</td>
</tr>
<tr>
<td>220 Jefferson Avenue, Janesville, WI 53545</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
</tbody>
</table>

Bidders References: Each contractor is to submit a list of reference as indicated on AIA A305-1986.

DIRECTION FOR MAILING

Envelopes containing Bids, Guarantees, etc., must be sealed, marked and addressed in lower left hand corner as follows:

<table>
<thead>
<tr>
<th>Bid For:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>School A, Zone 2</td>
<td>Rockford Public School District 205</td>
</tr>
<tr>
<td>Cherry Valley, IL</td>
<td>501 7th Street</td>
</tr>
<tr>
<td></td>
<td>Rockford, Illinois 61104</td>
</tr>
</tbody>
</table>

Attention: Cannon Design
BID PROPOSAL CERTIFICATIONS

Firm Name: J.P. Cullen & Sons, Inc.

Business Address: 330 E. Delavan Drive, Janesville, WI 53546

Telephone Number: 608.754.6601 Date of Bid: February 17, 2017

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certifications: By submission of this bid proposal, the bidder also certifies compliance with the following:

1. Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State: Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

   (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

      (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

      (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

      (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

   (b) A bid shall not be considered for award nor shall any award be made where (a)(1), (a)(2) and (a)(3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1), (a)(2) and (a)(3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other
customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work of services performed or to be performed or goods sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized) [Signature]

Title Jeremy J. Sheeterle, Vice President
WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to the provisions of the applicable General Municipal Law which requires that upon the refusal of person, when called before a grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director of officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Jeremy J. Shecterle, Vice President
Individual

J.P. Cullen & Sons, Inc.,
Corporation

Date  February 17, 2017  By:
AFFIRMATIVE ACTION AGREEMENT

Firm Name: J.P. Cullen & Sons, Inc.

Business Address: 330 E. Delavan Drive, Janesville, WI 53546

Telephone Number: 608.754.6601

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.

5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- BF-9 -
6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.

7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of Illinois. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of Illinois.

Signature (Authorized) ________________________________
Title ________________________________

Jeremy J. Shecterle, Vice President

END OF BID FORM
ROCKFORD PUBLIC SCHOOLS
BID-RIGGING CERTIFICATION

I, ____________________________, a duly authorized agent of
(Agent)

J.P. Cullen & Sons, Inc.

J.P. Cullen & Sons, Inc.

do hereby certify that neither

Contractor

nor any individual presently

Contractor

affiliated with J.P. Cullen & Sons, Inc. has been barred from bidding on a

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid
rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled
Statutes.

Authorized Agent

Jeremy J. Shecterle

J.P. Cullen & Sons, Inc.

Contractor
ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is ( ), is not ( x ) a minority-owned business concern.

B. Representation. The offeror represents that it is ( ), is not ( x ) a women-owned business concern.

C. Representation. The offeror represents that it is ( ), is not ( x ) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)

☐ Hispanic American (HIISP) ☐ Asian-Pacific American (ASIAP) ☐ Asian Indian (ASIAI) American

☐ Other, please identify: ☐ Woman Owned (W) ☐ Disabled Owned (D)

The offeror has ☐ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name J.P. Cullen & Sons, Inc. Address 330 E. Delavan Drive

City Janesville State Wisconsin Zip 53546

Phone # 608.754.6601 Fax # 608.754.9171 FEIN # 39-1367756

Signature of Company Official Jeremy J. Streeteke Title Vice President

Date February 17, 2017
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:
(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
(4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

J.P. Cullen & Sons, Inc
17-25 Rockford Public School District 205 School A, Zone 2
Organization Name

Jeremy J. Shecterle
Vice President
Name of Authorized Representative
Title

Original Signature of Authorized Representative

February 17, 2017
Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the “GSA Excluded Parties List System” at http://epsl.gsa.gov/
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J.P. Cullen & Sons, Inc. 17-25 Rockford Public School District 205 School A Zone 2
Organization Name PR/Award Number or Project Name

Jeremy J. Shecterle
Name of Authorized Representative

Vice President
Title

Original Signature of Authorized Representative

February 17, 2017
Date

ISBE 85-36 (3/12)
OFAC Compliance

BID No.: 17-25

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

J.P. Cullen & Sons, Inc.
Organization Name

Jeremy J. Shecterle
Name of Authorized Representative

Vice President
Title

Original Signature of Authorized Representative

February 17, 2017
Date

Rev. 9/12/16
ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:
All businesses ("Vendors" or "Vendor" or "Vendor’s") that wish to conduct business with the Rockford Public Schools “RPS” must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at http://www2.rps205.com/District/BOE/Pages/GP-200.aspx. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor’s preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor’s negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as “Disclosable Persons.”

CERTIFICATION:
I hereby certify that, except as disclosed below, to Vendor’s knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor.

VENDOR INFORMATION:
Vendor Name: J.P. Cullen & Sons, Inc.
Vendor Address: 330 E. Delavan Drive
Janesville, WI 53546
Vendor Phone Number: 608.754.6601
Vendor Email: jeremy.sheeterle@jpcullen.com
Vendor FEIN: 39-1367756

Rev. 9/12/16
ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐ YES, the above statement is true.

☒ NO, the above statement is NOT true.

If you checked “YES” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. ____________________________________________

2. ____________________________________________

3. ____________________________________________

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Jeremy J. Shecterle
Print the Name of the Vendor’s Authorized Representative

Vice President
Print the Position Title of the Vendor’s Authorized Representative

February 17, 2017
Date

Rev. 9/12/16
CERTIFIED CLEARED EMPLOYEE LIST

The undersigned J.P. Cullen & Sons, Inc., a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and
2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and
3- the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

<table>
<thead>
<tr>
<th>NO.</th>
<th>LAST NAME</th>
<th>M.I.</th>
<th>FIRST NAME</th>
<th>CRIMINAL HISTORY</th>
<th>DATABASES</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We are uncertain of which employees will be working on this project, therefore employee information will be forthcoming BEFORE we start the project, if awarded the contract.

By: ____________________________
Jeremy D. Cheeterle, Vice President

This certificate Subscribed and Sworn to before me this 4th day of February, 2017.

Dawn M. Sleaver, Notary Public
Notary Public
Commission Expires: February 5, 2017
Vendor Cert. Employee List No.

Rev. 9/12/16
ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER’S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
The undersigned Bidder certifies that the Bidder has not, nor has any member, officer, representative, or agent of the Bidder, entered into any combination, collusion, or agreement with any person or entity relative to the price to be bid by anyone under this Invitation for Bid, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

This Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

J.P. Cullen & Sons, Inc.  
Name of Bidder (Please Print)  
Submitted by (Signature) Jeremy J. Shecterle

EQUAL OPPORTUNITY
The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

J.P. Cullen & Sons, Inc.  
Name of Bidder (Please Print)  
Submitted by (Signature) Jeremy J. Shecterle

SEXUAL HARRASSMENT
The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

J.P. Cullen & Sons, Inc.  
Name of Bidder (Please Print)  
Submitted by (Signature) Jeremy J. Shecterle

TOBACCO USE
The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the provisions of Illinois law (105 ILC 5/10-20.5b) and the District’s ban on tobacco use on District property.

J.P. Cullen & Sons, Inc.  
Name of Bidder (Please Print)  
Submitted by (Signature) Jeremy J. Shecterle

DRUG FREE WORKPLACE
Each Bidder, if having twenty-five employees or more, does hereby certify through the undersigned, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), to the extent applicable, that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

J.P. Cullen & Sons, Inc.  
Name of Bidder (Please Print)  
Submitted by (Signature) Jeremy J. Shecterle

Rev. 09-2016
GENERAL BIDDING CERTIFICATIONS
The Bidder further certifies that:

1. The Bidder has read the Invitation for Bid, understands, and agrees that the District’s acceptance of
Bidder’s offer will create a binding contract; provided that the District may require a separate written contract.

2. The undersigned is a duly authorized agent of Bidder, and is expressly authorized to execute this
Certification on Bidder’s behalf and, to bind Bidder to the terms and conditions contained in this Bid
Package.

3. The Bid submission is in compliance with Illinois Compiled Statutes 105ILCS 5/10-20.21 – Contracts, and
105 ILCS 5/10-22.34c, Third Party Non-instructional Services, (if applicable).

4. Bidder is the following type of business entity, in good standing with the State of Illinois:

   General Contractor, Bidder is duly authorized and qualified by the State of Illinois to conduct
   business in Illinois.

5. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to
   the Illinois Use Tax Act.

6. All figures and responses submitted on the Bid Form are true, complete, and accurate. All documents attached
to and submitted with this Bid Form are true, complete, and authentic.

7. Attached hereto is Bidder’s current financial statement.

8. Bidder hereby offers and agrees to furnish the services and equipment specified in this Invitation for Bid, during
the term specified in the Invitation for Bid, at the rates stated in the Bid Form, and subject to the attached
General Instructions, General Terms and Conditions, Supplemental Terms and Conditions, Specifications, and
the other requirements of the Invitation for Bid, including Addenda, if any.

9. This Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached
Instructions for Bidders.

J.P. Cullen & Sons, Inc.
Name of Bidder (Please Print)

Submitted by Signature)

Jeremy J. Shecterle

Rev. 09-2016
IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N.) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099-Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a $50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

For your convenience we request you fax this form back to sender (or to Purchasing at 815-966-3088). Please do this today so we can both fulfill our reporting obligations and ensure prompt payment.

Reminder: If LEGAL STATUS is “Sole Proprietorship”, the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

LEGAL STATUS: (Check One)

☐ Corporation
☐ Limited
☐ Partner(s) (one owner)
☐ Religious, Charitable, Educational or Governmental Agency (circle one)
☐ Sole Proprietorship (legal owner’s name):
☐ Individual
☐ Other – Please identify:

TAXPAYER (federal) ID# — FEIN or Soc Sec
(use the line corresponding to your legal status line)

FEIN: ___________ - ___________ - ___________ - ___________
FEIN: ___________ - ___________ - ___________ - ___________
FEIN: ___________ - ___________ - ___________ - ___________
FEIN: ___________ - ___________ - ___________ - ___________
FEIN: ___________ - ___________ - ___________ - ___________

UNDER PENALTIES OF PERJURY, I CERTIFY THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.

Signature: __________________________ Title: Vice President Date: February 17, 2017

Phone: (608) 754.6601 Fax: (608) 754.9171

Website & Email address: __________________________
If minority/women owned business, list here: __________________________

Vendor: Enter Name and Address Below
J.P. Cullen & Sons, Inc.
330 E. Delavan Drive
Janesville, WI 53546

Vendor #: __________________________
School: __________________________
Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:  Board of Education  
Rockford School District No. 205  
Winnebago and Boone Counties, Illinois

ADDRESS:  501 Seventh Street  
Rockford, IL 61104

SUBMITTED BY:  J.P. Cullen & Sons, Inc.

NAME:  Jeremy J. Shecterle

ADDRESS:  330 E. Delavan Drive, Janesville, WI 53546

PRINCIPAL OFFICE:  330 E. Delavan Drive, Janesville, WI 53546

[ X ] Corporation  
[ ] Partnership  
[ ] Individual  
[ ] Joint Venture  
[ ] Other

NAME OF PROJECT: (if applicable) Rockford Public School District 205 School A, Zone 2

TYPE OF WORK: (file separate form for each Classification of Work)

[ X ] General Construction  
[ ] HVAC  
[ ] Electrical  
[ ] Plumbing  
[ ] Other: (Specify)

§ 1 ORGANIZATION
§ 1.1 How many years has your organization been in business as a Contractor? 125

§ 1.2 How many years has your organization been in business under its present business name? 37
§ 1.2.1 Under what other or former names has your organization operated?

J.P. Cullen Contractors
J.P. Cullen & Son
J.P. Cullen Corporation
J.P. Cullen & Son Construction Corp.

§ 1.3 If your organization is a corporation, answer the following:
   § 1.3.1 Date of incorporation: 1981
   § 1.3.2 State of incorporation: Wisconsin
   § 1.3.3 President’s name: Ronald L. Becher
   § 1.3.4 Vice-president’s name(s)

   Jeremy J. Shecterle, Richard Cullen, Larry Rocole, Jim Schumacher, Dan Swanson, Kevin Hickman and
   Chad Schakelman

   § 1.3.5 Secretary’s name: Mark A. Cullen
   § 1.3.6 Treasurer’s name: Richard F. Cullen

§ 1.4 If your organization is a partnership, answer the following:
   § 1.4.1 Date of organization:
   § 1.4.2 Type of partnership (if applicable):
   § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
   § 1.5.1 Date of organization:
   § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING
§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and
indicate registration or license numbers, if applicable.

   Wisconsin, Illinois, Arkansas, Iowa, California, Texas, Pennsylvania, Ohio and Minnesota

§ 2.2 List jurisdictions in which your organization’s partnership or trade name is filed.

   Wisconsin, Illinois, Arkansas, Iowa, California, Texas, Pennsylvania, Ohio and Minnesota

§ 3 EXPERIENCE
§ 3.1 List the categories of work that your organization normally performs with its own forces:
   Site Demolition
   Site Work
   Site Concrete
   Building Excavation/Backfill
   Building Concrete
   Masonry
   Structural Steel
   Equipment Rigging/Installation
   Rough Carpentry
   Drywall
Millwork Installation
Casework Installation

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

J.P. Cullen & Sons, Inc. is involved in claims from time to time, which typically relate to either bodily injury or damage to property and are therefore covered by insurance.

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

$188,910,528.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$334,625,467.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached

§ 4 REFERENCES

§ 4.1 Trade References:

See Attached

§ 4.2 Bank References:
§ 4.3 Surety:
§ 4.3.1 Name of bonding company:

Cobb Strecker Dunphy & Zimmerman
4726 East Towne Blvd.
Madison, WI 53704
P: 608.242.2551  F: 608.242.2560

Travelers Casualty & Surety Company of America
13935 Bishops Drive, Ste 200
Brookfield, WI 53005
262.825.9066  Fax: 262.797.7831

§ 4.3.2 Name and address of agent:

Jack Walsh
4726 East Towne Blvd.
Madison, WI 53704

Eric Ruedenbusch
13935 Bishops Drive, Ste 200
Brookfield, WI 53005

§ 5 FINANCING
§ 5.1 Financial Statement.
§ 5.1.1 Attach a financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

See Attached

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
§ 6 SIGNATURE
§ 6.1 Dated at this 17th day of February 2017

Name of Organization: J.P. Cullen & Sons, Inc.

By: Jeremy J. Shecterle

Title: Vice President

§ 6.2

Mr. Jeremy J. Shecterle being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 17th day of February 2017

Notary Public: Dawn M. Sleever

My Commission Expires: February 5, 2021
Additions and Deletions Report for
AIA® Document A305™ – 1986

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:20:38 on 02/16/2017.

PAGE 1

SUBMITTED TO: Board of Education
Rockford School District No. 205
Winnebago and Boone Counties, Illinois

ADDRESS: 501 Seventh Street
Rockford, IL 61104

SUBMITTED BY: J.P. Cullen & Sons, Inc.

NAME: Jeremy J. Sheeterle

ADDRESS: 330 E. Delavan Drive, Janesville, WI 53546

PRINCIPAL OFFICE: 330 E. Delavan Drive, Janesville, WI 53546

[ ] Corporation

...

NAME OF PROJECT: (if applicable) Rockford Public School District 205 School A, Zone 2

...

[ ] General Construction

...

§ 1.1 How many years has your organization been in business as a Contractor? 125

§ 1.2 How many years has your organization been in business under its present business name? 37

PAGE 2

J.P. Cullen Contractors
JP Cullen & Son
J.P. Cullen Corporation
J.P. Cullen & Son Construction Corp.

...
§ 1.3.1 Date of incorporation: 1981
§ 1.3.2 State of incorporation: Wisconsin
§ 1.3.3 President's name: Ronald L. Becher

Jeremy J. Sheeterle, Richard Cullen, Larry Rockle, Jim Schumacher, Dan Swanson, Kevin Hickman and Chad Schakelman

§ 1.3.5 Secretary's name: Mark A. Cullen
§ 1.3.6 Treasurer's name: Richard F. Cullen

Wisconsin, Illinois, Arkansas, Iowa, California, Texas, Pennsylvania, Ohio and Minnesota

Wisconsin, Illinois, Arkansas, Iowa, California, Texas, Pennsylvania, Ohio and Minnesota

§ 3.1 List the categories of work that your organization normally performs with its own forces:
- Site Demolition
- Site Work
- Site Concrete
- Building Excavation/Backfill
- Building Concrete
- Masonry
- Structural Steel
- Equipment Rigging/Installation
- Rough Carpentry
- Drywall
- Millwork Installation
- Casework Installation

PAGE 3

No

J.P. Cullen & Sons, Inc. is involved in claims from time to time, which typically relate to either bodily injury or damage to property and are therefore covered by insurance.

No

No

No

See Attached
... $188,910,528.00
...
See Attached
...
$334,625,467.00
...
See Attached
...
See Attached

PAGE 4
See Attached
...
Cobb Strecker Dunphy & Zimmerman
4726 East Towne Blvd.
Madison, WI 53704
P: 608.242.2551  F: 608.242.2560

Travelers Casualty & Surety Company of America
13935 Bishops Drive, Ste 200
Brookfield, WI 53005
262.825.9066  Fax: 262.797.7831
...
Jack Walsh
4726 East Towne Blvd.
Madison, WI 53704

Eric Ruedenbusch
13935 Bishops Drive, Ste 200
Brookfield, WI 53005
...
See Attached
...
Yes

PAGE 5
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User Notes:

(879710568)
Yes

...§ 6.1 Dated at this 17th day of February 2017

Name of Organization: J.P. Cullen & Sons, Inc.

By: Jeremy J. Shecterle

Title: Vice President

...Mr. Jeremy J. Shecterle being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 17th day of February 2017

Notary Public: Dawn M. Sleaver

My Commission Expires: February 5, 2021
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jeremy J. Shecterle, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:20:38 on 02/16/2017 under Order No. 9049226413_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) [Signature]

(Vice President)

(Dated) 2/17/17

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User Notes:
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<tr>
<th>PROJECT NAME</th>
<th>OWNER</th>
<th>ARCHITECT</th>
<th>FINAL CONTRACT</th>
<th>% COMPLETE</th>
</tr>
</thead>
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<tr>
<td>State Archive Preservation Facility</td>
<td>State of Wisconsin, Department of Administration</td>
<td>GRAEF</td>
<td>29,334,731.00</td>
<td>74.51%</td>
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<tr>
<td>Randolph Schools</td>
<td>Randolph School District</td>
<td>Excel Engineering, Inc.</td>
<td>16,523,240.00</td>
<td>68.94%</td>
</tr>
<tr>
<td>UWMF Union Corners Clinic</td>
<td>UW Medical Foundation</td>
<td>Plunkett Raysich Architects</td>
<td>14,348,028.00</td>
<td>66.63%</td>
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<tr>
<td>Stoughton Hospital ED/Surgery/Lab Renovation</td>
<td>Stoughton Hospital</td>
<td>Kahler Slater</td>
<td>8,027,877.00</td>
<td>65.31%</td>
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<tr>
<td>Rock Valley College - Health Science</td>
<td>Rock Valley College</td>
<td>McClelland Blakemore and BLDD Architects, Inc.</td>
<td>30,730,335.00</td>
<td>59.36%</td>
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<td>Milwaukee Bucks Training Facility</td>
<td>Deer District, LLC</td>
<td>Eppstein Uhen Architects</td>
<td>20,211,012.00</td>
<td>35.94%</td>
</tr>
<tr>
<td>Argyle School District Additions and Renovations</td>
<td>Argyle School District</td>
<td>Dimension IV</td>
<td>7,546,686.00</td>
<td>11.23%</td>
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<tr>
<td>Merrill Iron Milwaukee Bucks Steel Erection</td>
<td>Deer District, LLC</td>
<td>Eppstein Uhen Architects</td>
<td>12,862,442.00</td>
<td>10.66%</td>
</tr>
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<td>Milwaukee Bucks Medical Office Building</td>
<td>Deer District, LLC</td>
<td>Eppstein Uhen Architects</td>
<td>6,600,000.00</td>
<td>3.48%</td>
</tr>
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<td>UW Children’s Hospital 7th Floor</td>
<td>University of Wisconsin Hospital and Clinics Authority</td>
<td>Zimmerman Architectural Studios, Inc.</td>
<td>6,638,002.00</td>
<td>1.76%</td>
</tr>
<tr>
<td>UW Meat Science &amp; Muscle Biology</td>
<td>State of Wisconsin, Department of Administration</td>
<td>Potter Lawson</td>
<td>36,088,175.00</td>
<td>0.53%</td>
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</table>
We have considered a contract of $10 million and above a major construction project. Note that we have completed construction projects for Epic Systems Corporation (Epic) in Verona, Wisconsin that Epic has requested we not disclose the cost information on.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>OWNER</th>
<th>ARCHITECT</th>
<th>TOTAL CONTRACT</th>
<th>COMPLETION DATE</th>
<th>% OF SELF-PERFORMED WORK</th>
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</thead>
<tbody>
<tr>
<td>UW LaCrosse Residence Hall</td>
<td>Wisconsin Division of State Facilities</td>
<td>Eppstein Uhen Architects</td>
<td>15,756,446.00</td>
<td>June 2011</td>
<td>29%</td>
</tr>
<tr>
<td>UW Madison Human Ecology</td>
<td>Wisconsin Division of State Facilities</td>
<td>Dorschner Associates</td>
<td>38,597,642.00</td>
<td>December 2011</td>
<td>30%</td>
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<tr>
<td>Ballard Community High School</td>
<td>Ballard Community School District</td>
<td>HAILA Architecture</td>
<td>20,137,434.00</td>
<td>August 2011</td>
<td>28%</td>
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<tr>
<td>UW Oshkosh Academic Building</td>
<td>Wisconsin Division of State Facilities</td>
<td>Berners-Schober Associates</td>
<td>18,386,884.00</td>
<td>August 2011</td>
<td>41%</td>
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<td>Lapham Park Remodel</td>
<td>Housing Authority of the City of Milwaukee</td>
<td>Quorum Architects, Inc.</td>
<td>17,317,149.00</td>
<td>November 2012</td>
<td>25%</td>
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<tr>
<td>State of Wisconsin 1 W. Wilson</td>
<td>State of Wisconsin / DSF</td>
<td>Bloom Companies</td>
<td>12,076,807.00</td>
<td>September 2013</td>
<td>81%</td>
</tr>
<tr>
<td>UW Madison Camp Randall SAPC</td>
<td>Wisconsin Division of State Facilities</td>
<td>Berners-Schober Associates</td>
<td>77,048,806.00</td>
<td>December 2013</td>
<td>30%</td>
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<tr>
<td>UWM Freshwater Sciences</td>
<td>Wisconsin Division of State Facilities</td>
<td>Continuum Architects</td>
<td>38,225,257.00</td>
<td>May 2014</td>
<td>17%</td>
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<tr>
<td>BTC Advanced Manufacturing Facility</td>
<td>Blackhawk Technical College</td>
<td>Plunkett Raysich Architects</td>
<td>11,706,894.00</td>
<td>April 2015</td>
<td>25%</td>
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<tr>
<td>Parkview School Addition and Remodel</td>
<td>Parkview School District</td>
<td>Somerville Architects &amp;</td>
<td>15,755,505.00</td>
<td>August 2015</td>
<td>29%</td>
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<tr>
<td>Henry Vilas Zoo Artic Passage</td>
<td>County of Dane</td>
<td>WDM Architects</td>
<td>9,697,588.00</td>
<td>September 2015</td>
<td>30%</td>
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<tr>
<td>Middleton VA Hospital ICU Renovations</td>
<td>Department of Veteran Affairs</td>
<td>Kahler Slater</td>
<td>7,514,271.00</td>
<td>December 2015</td>
<td>25%</td>
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<tr>
<td>Rotating Equipment Repair Addition</td>
<td>Rotating Equipment Repair</td>
<td>Excel Engineering, Inc.</td>
<td>7,500,000.00</td>
<td>May 2016</td>
<td>52%</td>
</tr>
<tr>
<td>BTC Health Sciences - Central Campus</td>
<td>Blackhawk Technical College</td>
<td>Plunkett Raysich Architects</td>
<td>6,394,307.00</td>
<td>March 2016</td>
<td>25%</td>
</tr>
</tbody>
</table>
Ron Becher, P.E.
President

Ron has responsibility for oversight and management of the company, including strategic planning, contract negotiations, continuous process improvements, project fulfillment, and client satisfaction. His experience working as an owner for General Motors for 18 years will bring the team a unique synergy between CM and Owner.

Relevant Project Experience

- GM Janesville Facility Management Program – $38 million
- Chrysler Belvidere Facility Management Program – $6.8 million
- GMT 900 Body Shop Equipment Install – $13.5 million
- Chrysler Belvidere Building Additions – $7.9 million
- Mayville Engineering Projects – $10 million
- Frito-Lay Beloit WI – Multiple Projects – $21 million
- Degussa Chemical Multiple Projects – $6 million
- Abitec Chemical Multiple Projects – $4 million
- General Mills Multiple Projects – $5 million
- Menk Radiator – $3.4 million
- Lands End Multiple Projects – $13 million
- Bechtel Oak Creek Multiple Projects – $9 million
- Structural Steel Erection Multiple Projects – $16 million

Education

Bachelor of Science in Mechanical Engineering with Minors in Math and Economics
University of Wisconsin-Plattville
Wisconsin Professional Engineer
Since 1987

Accreditations

- Janesville YMCA Community Development Sponsor of the Year Award

Affiliations

- AGC of Greater Milwaukee President – 2013-2014
- AGC of Greater Milwaukee Board of Directors
- International Facilities Management Association
- Plant Facilities Maintenance Association
- YMCA of Northern Rock County, Board
RELEVANT PROJECT EXPERIENCE continued...

- Waunakee Schools – $8.2 million
- Clearwater Concrete – $2.1 million
- Fitchburg Library – $4.3 million
- Dubuque Parking Structure – $7.7 million
- Whitewater Innovation Center – $5.1 million
- UW-Madison Human Ecology – $33.2 million
- UW-LaCrosse Resident Hall – $14.6 million
- Dean St. Mary’s Clinic and Hospital – $5.1 million
- Ballard Community School – $19.4 million
- Iowa Utilities Board Office Building – $9.9 million
- City of Janesville Parking Structure – $3.7 million
- UW-Madison Education Building – $15.3 million
- UW-Whitewater Resident Hall – $18.3 million
- UW Sterling Hall – $7.4 million

GENERAL MOTORS – JANESVILLE EXPERIENCE:

- GMT 800 Body Shop Engineering Group Manager (Plant and Central Office Responsibly) – $400 million
- GMT 420 Body Shop Project Manager – $38 million
- GMT 530 Project Manager – $12 million
- Body Shop Maintenance Superintendent
- Body Shop Production Superintendent
- Maintenance General Foreman
- Maintenance Foreman
- Tooling Foreman
- Tooling Engineer
- Facilities Engineer
- Quality Engineer

EMPLOYMENT HISTORY

- JP CULLEN, 2001 - PRESENT

OTHER

LONG NARRATIVE:
REFERENCES

CLIENT REFERENCES:
BRUCE RICHARDS
DIRECTOR OF FACILITIES & ENGINEERING
EPIC SYSTEMS CORPORATION
VERONA, WI
(608) 271.4995
BRICHARDS@EPIC.COM

BOB KAMPHUIS
CEO
MAYVILLE ENGINEERING COMPANY, INC.
MAYVILLE, WI
(920) 387.4500
RTORM@MAYVL.COM

JIM ZISSER
PLANT MANAGER
FRITO LAY, INC.
(608) 361.5864

KURT KAVAJECZ
PLANT MANAGER
CHRYSLER CORPORATION
BELVIDERE, IL
(815) 547.2100

ARCHITECT/ENGINEER REFERENCES:
JEFF HAZEKAMP
PRESIDENT
ANGUS-YOUNG ASSOCIATES
(608) 756.2326

JIM YURS
OWNER
JDR ENGINEERING, INC.
(608) 277.1728

KEN GREBE
VICE PRESIDENT
GRAEF
MILWAUKEE, WI
(414) 266.9131
KEN.GREBE@GRAEF-USA.COM
Jeremy will be your main point of contact during pre-construction. With his project experience and education, he is a valuable asset to your team, where he oversees all project team members, monitors schedule and budget, and negotiates project contracts. Jeremy not only understands what facilities cost to construct, he is an expert on the local supplier and subcontractor marketplace.

**RELEVANT PROJECT EXPERIENCE**

- Gordon Flesch Office Remodel - West Alls, WI - $653K
- Gordon Flesch Corporate Office - Fitchburg, WI - $6 million
- Camp Randall Stadium - Student Athlete Performance Center - Madison, WI - $90 million
- Epic Learning Center Addition - Verona, WI - 235,000 sq. ft.
- Epic Campus 2 Office Building “I” Isis - Verona, WI - 178,000 sq. ft.
- Epic Landscape and Site Work - Verona, WI - 40 acres
- Janesville School District Craig High School Addition & Remodel - Janesville, WI - $32 million
- UW-Madison Frederic A. Ogg Residence Hall - Madison, WI - $19.3 million
- UW-Madison Camp Randall Stadium Addition & Renovation - Madison, WI - $109 million
- UW Hospital & Clinics ENT Clinic 2nd Floor Renovation - Madison, WI - $859K

**EDUCATION**

BACHELOR OF SCIENCE IN CIVIL ENGINEERING
University of Wisconsin-Madison

**ACCREDITATIONS**

- LEED ACCREDITED PROFESSIONAL
- LICENSED PROFESSIONAL ENGINEER
- CERTIFIED PROFESSIONAL CONSTRUCTOR
- AGC SUPERVISORY TRAINING PROGRAM
- AGC PROJECT MANAGEMENT COURSE
- AGC ADVANCED MANAGEMENT PROGRAM
- ASHE HEALTHCARE CONSTRUCTION CERTIFICATE
- TWO TIME AGC CONSTRUCTION SAFETY EXCELLENCE AWARD RECIPIENT
- MARVIN M. BLACK EXCELLENCE IN PARTNERING AWARD
- IB MADISON 40 UNDER 40 AWARD
- CONSTRUCTION OWNERS ASSOCIATION OF AMERICA LEADERSHIP AWARD RECIPIENT
RELEVANT PROJECT EXPERIENCE continued...

- UW Hospital D6/4 Inpatient Remodel - Madison, WI - 12,000 sq. ft.
- UW Hospital Inpatient Pharmacy Remodel - Madison, WI - 2,000 sq. ft.
- Wanaukee High School Addition - Wanaukee, WI
- South Milwaukee High School - Milwaukee, WI
- Risser Justice Center - Madison, WI
- UW-Hospital Ambulatory Services Addition - Madison, WI
- Clarke School - Milwaukee, WI
- Sherman School - Milwaukee, WI
- UW-Madison Sterling Hall Renovation - Madison, WI
- UW-Madison School of Education Renovation - Madison, WI
- YMCA Aquatic Center - Janesville, WI
- Group Health Cooperative CT Scanner Renovation - Madison, WI

EMPLOYMENT HISTORY

- STARTED IN THE CONSTRUCTION INDUSTRY - 1995
- JP CULLEN, 2000 - PRESENT

PROJECT ROLES

- RESPONSIBLE FOR OVERALL BUSINESS ADMINISTRATION
- OVERSEES PROJECT TEAM
- NEGOTIATES PROJECT CONTRACTS
- PARTNERING FACILITATOR
- ENSURES COMMITMENTS ARE MET BY PROJECT TEAM TO CLIENTS SATISFACTION
David Baran, LEED® AP
PRE-CONSTRUCTION & ESTIMATING MANAGER

David is responsible for pre-construction and estimating for JP Cullen’s Janesville office. David’s experience saves clients time and money through value analysis options, participation in all design meetings and conducting thorough site investigations. David has more than 21 years of experience in the construction industry.

EDUCATION

MASTER'S IN BUSINESS ADMINISTRATION
University of Wisconsin-Whitewater

BACHELOR OF SCIENCE CONSTRUCTION ADMINISTRATION
University of Wisconsin-Madison

RELEVANT PROJECT EXPERIENCE

PRE-CONSTRUCTION & ESTIMATING MANAGER:

• UW-Madison Camp Randall Student-Athlete Performance Center - Madison, WI - $62 million
• UW-Madison Bio-Chemistry Building - Madison, WI - $17.1 million
• UW Hospital and Clinics Authority, Multiple Projects - Madison, WI
• Epic Campus 4 - Verona, WI
• YMCA of North Rock County, Parker YMCA - Milton, WI - $4.1 million
• 1 West Wilson Envelope Repairs - Madison, WI - $11.2 million
• Agrace HospiceCare Inc. Office Building - Janesville, WI - $6 million
• UW Hospital & Clinics Various Projects - Madison, WI
• UW Medical Foundation Union Corners Clinic - Madison, WI - $13 million

ACCREDITATIONS

• ACCREDITED LEED® PROFESSIONAL
• AGC SUPERVISORY TRAINING PROGRAM
• AGC SUPERVISORY PROJECT MANAGEMENT COURSE
RELEVANT PROJECT EXPERIENCE continued...

- Blackhawk Technical College Advanced Manufacturing Center - Milton, WI - $13 million
- Blackhawk Technical College Health Science Center - Janesville, WI - $6.3 million
- Dane County Zoo Arctic Passage - Madison, WI - $7.6 million
- Parkview School District - Orfordville, WI - $1.6 million
- Beloit Fran Fruzen Intermediate School - Beloit, WI - $11.4 million
- VA Hospital ICU Renovation - Madison, WI - $7.7 million
- Alliant Energy Warehouse & Tractor Building - Sheboygan, WI - $3.6 million
- UW Hospital & Clinics RTX Phase 4 & 5 - Madison, WI - $2.7 million
- Lake Geneva Central Denison School Renovation - Lake Geneva, WI - $3 million
- DSF State Preservation Facility - Madison, WI - $27.5 million
- Stoughton Hospital ER Addition & Remodel - Stoughton, WI - $7.6 million
- Group Health Cooperative Mammography Remodel - Madison, WI - $400 thousand
- UW-Whitewater Student Success Center - Whitewater, WI - $4 million
- Argyle School District - Argyle, WI - $9 million

PROJECT MANAGER:

- Epic Learning Campus Auditorium - Verona, WI - 195,000 sq. ft.
- Blackhawk Technical College Campus Additions - Janesville & Monroe, WI - $11.3 million
- Prescott Elementary New School - Dubuque, IA - $8.8 million
- Janesville School District Parker High School Addition and Renovation - Janesville, WI - $33 million
- Freeport Public Library - Freeport, IL - $5.8 million
- City of Janesville Pump Station #14 - Janesville, WI - $3 million
- Milwaukee County Department of Human Services - Milwaukee, WI - $5 million
- City of Janesville Police Services Building - Janesville, WI - $3.9 million
- Green County Judicial Center - Monroe, WI - $11.2 million
- Stoughton Area School District Aquatic Center Addition - Stoughton, WI - $3.5 million

EMPLOYMENT HISTORY

- JP CULLEN, 1996 - PRESENT

PROJECT ROLES

- OVERSEES PRECONSTRUCTION SERVICES
- REAL-TIME COST ESTIMATING
- COORDINATES MASTER SCHEDULING
- MANAGES VALUE ENGINEERING
- REVIEWS CONSTRUCTABILITY
- DEVELOPS SUSTAINABILITY OPTIONS
RELEVANT PROJECT EXPERIENCE  continued...

- UW Madison Women’s Hockey Addition/Camp Randall Stadium Shell
  - Madison, WI - $800K

- UW Madison Camp Randall Stadium/McClain Center Team Meeting Space Renovation - Madison, WI - $1.5 million

SITE ENGINEER:

- Fort Atkinson High School New Academic Building - Fort Atkinson, WI
  - $22.5 million

- UW-Madison Engineering Centers - Madison, WI $42 million
BRIAN OBERLE, CSP
CORPORATE SAFETY DIRECTOR

Brian has over 30 years experience in the construction industry, and 20 years specifically in safety management. Brian manages and implements the JP Cullen Safety Program. He is responsible for oversight of the safety of our field and office staff, on-site subcontractors and vendors, owners and clients touring our job sites, and of the visiting public on Cullen projects.

EDUCATION

BACHELOR OF SCIENCE PRE-LAW/CRIMINAL JUSTICE
University of Wisconsin-Whitewater

MASTERS OF SCIENCE IN OCCUPATIONAL AND ENVIRONMENTAL HEALTH & SAFETY
University of Wisconsin-Whitewater

SAFETY EXPERIENCE

• CERTIFIED SAFETY PROFESSIONAL CSP #19010

• PROFESSIONAL MEMBER OF AMERICAN SOCIETY OF SAFETY ENGINEERS (A.S.S.E.), #270642

• JP CULLEN CERTIFIED CRANE OPERATOR

• OSHA RECOGNIZED COMPETENT PERSON: TRENCHING & EXCAVATING, FALL PROTECTION, LADDERS & SCAFFOLDS

• NUCA CERTIFIED COMPETENT PERSON: CONFINED SPACE ENTRY, TRENCHING & EXCAVATING

• SIA RECOGNIZED COMPETENT PERSON: SCAFFOLDING

• OSHA MANDATED CONSTRUCTION SAFETY TRAINER

• UW – WHITewater CONSTRUCTION SAFETY PROGRAM ADVISORY BOARD

• BBS CONSULTANT CERTIFICATION

AFFILIATIONS

• AGC OF GREATER MILWAUKEE SAFETY COMMITTEE MEMBER, 2000-PRESENT

• AGC OF WISCONSIN SAFETY COMMITTEE MEMBER, 2002-PRESENT

• MASTER BUILDERS OF IOWA (MIB), SAFETY COMMITTEE 2009-PRESENT

• CENTRAL ILLINOIS BUILDERS ASSOCIATED SAFETY COMMITTEE MEMBER, 2000-PRESENT

• SOUTHEAST WISCONSIN ASSE CHAPTER MEMBER, 1997-PRESENT

• MIDWEST REGION FLEET SAFETY SPECIALISTS GROUP MEMBER, 2008-PRESENT
RELEVANT PROJECT EXPERIENCE continued...

EMPLOYMENT HISTORY

• JP CULLEN, 2008 - PRESENT
January 24, 2017

RE: J. P. Cullen & Sons, Inc.

To Whom It May Concern.

We at BMO Harris Bank, N.A., have known the Cullen family and the J. P. Cullen & Sons company for many years. They have been associated with our Bank for over twenty-eight years and currently maintain deposit accounts with an average balance in the low-eight figure range, handled in an exemplary manner.

J. P. Cullen & Sons also maintains a $10,000,000 line of credit at BMO Harris Bank, with full availability. The structure of the credit facility is designed to aid the management team in meeting their growth and business strategies. We would be pleased to consider additional credit requests from this very fine organization. Their credit history is very strong.

In summary, we feel very fortunate that we have this business relationship with J. P. Cullen & Sons. Their management team and track record are extremely strong and well known to our Bank. They handle their business affairs in a very professional and competent manner. We would recommend them for any business encounter.

Sincerely,

BMO Harris Bank, N.A.

[Signature]
Terri L. Miland
Vice President
Commercial Banking
J.P. CULLEN & SONS, INC.
Janesville, Wisconsin

FINANCIAL STATEMENT

Including Independent Auditors' Report

As of March 31, 2016
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<th>Page</th>
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<td>Financial Statement</td>
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<td>Balance Sheet</td>
<td>2</td>
</tr>
<tr>
<td>Notes to Financial Statement</td>
<td>3 - 12</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITORS’ REPORT

Stockholders and Board of Directors
J.P. Cullen & Sons, Inc.
Janesville, Wisconsin

We have audited the accompanying financial statement of J.P. Cullen & Sons, Inc., which comprises the balance sheet as of March 31, 2016, and the related notes to the financial statement.

**Management’s Responsibility for the Financial Statement**

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

**Auditors’ Responsibility**

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of J.P. Cullen & Sons, Inc. as of March 31, 2016 in accordance with accounting principles generally accepted in the United States of America.

Baker Tilly Virchow Krause, LLP

Madison, Wisconsin
June 8, 2016
<table>
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<tr>
<th>ASSETS</th>
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<tr>
<td>CURRENT ASSETS</td>
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<tr>
<td>Cash and cash equivalents</td>
</tr>
<tr>
<td>Marketable securities</td>
</tr>
<tr>
<td>Contracts receivable</td>
</tr>
<tr>
<td>Trade</td>
</tr>
<tr>
<td>Retainage</td>
</tr>
<tr>
<td>Costs and estimated earnings in excess of billings on uncompleted contracts</td>
</tr>
<tr>
<td>Prepaid expenses</td>
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<tr>
<td>Other receivables</td>
</tr>
<tr>
<td>Total Current Assets</td>
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</table>

<table>
<thead>
<tr>
<th>NET PROPERTY AND EQUIPMENT</th>
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<td>1,182,559</td>
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<tr>
<th>OTHER ASSETS</th>
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<tbody>
<tr>
<td>Cash value of life insurance</td>
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<tr>
<td>Investments held for deferred compensation</td>
</tr>
<tr>
<td>Tax deposits</td>
</tr>
<tr>
<td>Total Other Assets</td>
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<table>
<thead>
<tr>
<th>TOTAL ASSETS</th>
</tr>
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<tbody>
<tr>
<td>$ 71,546,385</td>
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</table>

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<thead>
<tr>
<th>LIABILITIES AND STOCKHOLDERS' EQUITY</th>
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<tr>
<td>CURRENT LIABILITIES</td>
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<td>Accounts payable</td>
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<tr>
<td>Trade</td>
</tr>
<tr>
<td>Retainage</td>
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<tr>
<td>Total Accounts Payable</td>
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<table>
<thead>
<tr>
<th>Deferred Compensation</th>
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<tbody>
<tr>
<td>Total Liabilities</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>STOCKHOLDERS' EQUITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>60,600 shares authorized, issued and outstanding</td>
</tr>
<tr>
<td>Retained earnings</td>
</tr>
<tr>
<td>Total Stockholders' Equity</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 71,546,385</td>
</tr>
</tbody>
</table>
NOTE 1 - Summary of Significant Accounting Policies

Nature of Operations

J.P. Cullen & Sons, Inc. (the "company") is a general contractor operating primarily in the Midwestern United States.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

The company recognizes revenues from construction contracts using the percentage-of-completion method, measured by the percentage of cost incurred to date to management's estimated total cost for each contract. That method is used because management considers total costs to be the best available measure of progress on the contracts. Because of the inherent uncertainties in estimating costs and revenues, it is at least reasonably possible that the estimates used will change within the near term.

Cash and Cash Equivalents

The company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less.

Investments

The company classifies its marketable securities portfolio and investments held for deferred compensation as trading securities. Such securities, which are stated at fair value, are held for resale in anticipation of short term market movements and consist of equity securities. The cost of securities sold is based on the specific identification method.

Contracts Receivable and Credit Policies

In the normal course of business, the company extends limited unsecured credit to its customers. Contracts receivable are uncollateralized customer obligations resulting from the performance of construction contracts. Balances are based on terms of the contract or invoice amount. The company provides an allowance for doubtful accounts, when appropriate, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions, on a per customer basis. The company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. Uncollected receivables are considered past-due based on the terms of each contract. Receivables are written-off only after all collection attempts have failed, and are based on the individual credit evaluation and specific circumstances of the customer. Recoveries of receivables previously written-off are recorded when received. The company does not charge interest on past-due receivables. In accordance with industry practice, contracts receivable include retentions, a portion of which may not be realized within one year.
NOTE 1 - Summary of Significant Accounting Policies (cont.)

Method of Accounting for Long-Term Construction Contracts

The accompanying financial statement has been prepared using the percentage-of-completion method of accounting and, therefore, takes into account the cost, estimated gross profit and revenue to date on contracts not yet completed.

The amount of revenue recognized at the statement date is the portion of the total contract price that the cost expended bears to the anticipated final total cost. In all circumstances, the revenue recognized is not related to the progress billings to customers.

Contract costs include all direct labor and benefits, materials, subcontract costs, and allocations of indirect construction cost. General and administrative costs are charged to operating expenses as incurred.

If long-term contracts extend over one or more years, revisions in estimates of total cost and gross profit during the course of the work are reflected in the current accounting period. Claims for delays, incomplete specifications, or similar items are presented to customers from time to time. Such claims involve negotiations and sometimes litigation. Claims and contract change orders are considered in the contract estimate at such time as realization is probable and amounts can be reasonably estimated.

At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is recognized in the financial statement.

Contracts which are substantially complete are considered closed for financial statement purposes. Costs and estimated gross profit on contracts in progress in excess of billings (underbillings) are classified as current assets. Amounts billed in excess of costs and estimated gross profit on contracts in progress (overbillings) are classified as current liabilities.

Assets and liabilities related to the long-term contracts are included in current assets and current liabilities in the accompanying balance sheet, as they will be liquidated in the normal course of the contract completion, although this may require more than one year.

Property and Equipment

Property and equipment are stated at cost. Major expenditures for property and those which substantially increase their useful lives are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

The company provides for depreciation of property and equipment using accelerated and straight-line methods which are sufficient to amortize the cost of depreciable assets over their estimated useful lives.

Estimated useful lives are detailed as follows:

<table>
<thead>
<tr>
<th></th>
<th>Years</th>
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</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>10</td>
</tr>
<tr>
<td>Vehicles</td>
<td>5</td>
</tr>
<tr>
<td>Office equipment</td>
<td>3 - 7</td>
</tr>
</tbody>
</table>
J.P. CULLEN & SONS, INC.

NOTES TO FINANCIAL STATEMENT
As of March 31, 2016

NOTE 1 - Summary of Significant Accounting Policies (cont.)

Impairment of Long-Lived Assets

The company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Warranty

Warranty expense covers defects in workmanship and materials following substantial completion of the contract and is included in construction costs. No allowance is deemed necessary as warranty costs are either not material, the warranty services are performed by the responsible subcontractors, or these costs are covered by product warranties.

Precontract Costs

When a potential project is identified, precontract costs are immediately charged directly to the project. These costs are included in the cost of contracts in progress and deferred by recording cost and estimated earnings in excess of billings. If the project is not awarded, these costs are expensed in cost of completed contracts.

Income Taxes

J.P. Cullen & Sons, Inc., with the consent of their stockholders, has elected to be an S corporation. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the company’s taxable income. Therefore, no provision or liability for income taxes has been included in the financial statement.

Approximately $11,294,000 of the company’s March 31, 2016 retained earnings represent S corporation earnings which can be distributed to the company’s stockholders free of tax.

The company is required to maintain a refundable deposit with the Internal Revenue Service as a result of the company’s status as an S corporation with a year end other than December 31.

The company evaluates tax positions taken within its return for any uncertainty on an annual basis. Uncertain tax positions can result in the recognition of additional liability, including any applicable fines and penalties, or additional disclosure. As of March 31, 2016, there were no uncertain tax positions identified by the company requiring recognition of a liability or disclosure.

Subsequent Events

The company has evaluated subsequent events through June 8, 2016, the date that the financial statements were available to be issued for events requiring recording or disclosure in the company’s financial statements.
NOTE 2 - Fair Value of Financial Instruments

The company adopted current accounting standards for fair value measurements which provide a framework for measuring, reporting and disclosing fair value under generally accepted accounting principles. The fair value measurement standards apply to all assets and liabilities that are measured, reported and/or disclosed on a fair value basis.

As defined in current accounting standards, fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the company uses various valuation methods including the market, income and cost approaches. The assumptions used in the application of these valuation methods are developed from the perspective of market participants pricing the asset or liability. Inputs used in the valuation methods can be either readily observable, market corroborated, or generally unobservable inputs. Whenever possible the company attempts to utilize valuation methods that maximize the use of observable inputs and minimizes the use of unobservable inputs. Based on the observability of the inputs used in the valuation methods the company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities measured, reported and/or disclosed at fair value will be classified and disclosed in one of the following three categories:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the company has the ability to access.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

> quoted prices for similar assets or liabilities in active markets;
> quoted prices for identical or similar assets or liabilities in inactive markets;
> inputs other than quoted prices that are observable for the asset or liability;
> inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.
NOTE 2 - Fair Value of Financial Instruments (cont.)

The table below presents the balances of assets measured at fair value on a recurring basis by level within the hierarchy.

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketable securities</td>
<td>$ 36,410</td>
<td>-</td>
<td>-</td>
<td>$ 36,410</td>
</tr>
<tr>
<td>Equity securities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consumer discretionary</td>
<td>756,458</td>
<td>756,458</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Consumer staples</td>
<td>619,726</td>
<td>619,726</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Energy</td>
<td>364,080</td>
<td>364,080</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Financials</td>
<td>706,095</td>
<td>706,095</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Health care</td>
<td>751,861</td>
<td>751,861</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Industrials</td>
<td>579,542</td>
<td>579,542</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Information technology</td>
<td>1,205,862</td>
<td>1,205,862</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Materials</td>
<td>195,571</td>
<td>195,571</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Telecommunications services</td>
<td>165,425</td>
<td>165,425</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utilities</td>
<td>237,140</td>
<td>237,140</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>369,689</td>
<td>369,689</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$ 5,987,859</td>
<td>$ 5,951,449</td>
<td>-</td>
<td>$ 36,410</td>
</tr>
</tbody>
</table>

Fair values for Level 1 securities are based on closing sales prices on public exchanges on March 31, 2016. Fair values for Level 3 securities are determined using management’s estimates.

NOTE 3 - Costs and Estimated Earnings on Uncompleted Contracts

Uncompleted contracts at March 31, 2016 are as follows:

Costs incurred on uncompleted contracts $ 325,837,082
Estimated earnings 19,675,034
345,512,116

Less: Billings to date (353,136,100)

$ (7,623,984)

The above data is presented in the accompanying balance sheet as follows:

Costs and estimated earnings in excess of billings on uncompleted contracts $ 1,329,317
Billings in excess of costs and estimated earnings on uncompleted contracts (8,952,301)

$ (7,623,984)
J.P. CULLEN & SONS, INC.

NOTES TO FINANCIAL STATEMENT
As of March 31, 2016

NOTE 4 - Property and Equipment

The major categories of property and equipment at March 31, 2016 are summarized as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$1,950,954</td>
</tr>
<tr>
<td>Vehicles</td>
<td>1,663,811</td>
</tr>
<tr>
<td>Office equipment</td>
<td>2,230,095</td>
</tr>
<tr>
<td><strong>Total Property and Equipment</strong></td>
<td><strong>5,844,860</strong></td>
</tr>
<tr>
<td>Less: Accumulated depreciation</td>
<td>(4,662,301)</td>
</tr>
<tr>
<td><strong>Net Property and Equipment</strong></td>
<td><strong>$1,182,559</strong></td>
</tr>
</tbody>
</table>

NOTE 5 - Capital Lease

In May 2013, the company began leasing vehicles that are accounted for as capital leases. As of March 31, 2016, costs of $1,554,943 are included in total vehicle costs and $1,088,226 is included in total accumulated depreciation. No future lease payments are required as the company paid the total lease cost at the inception of the leases.

NOTE 6 - Line of Credit

The company has available with a bank an unsecured revolving line of credit which expires on October 1, 2018. The amount available under the line of credit is $10,000,000 less the balance of any outstanding letters of credit. The balance available at March 31, 2016 was $9,383,300. Borrowings under the line of credit require monthly interest payments at the 30 day LIBOR rate plus 1.75% (effective rate of 2.19% at March 31, 2016). There were no borrowings under the line of credit during the year ended March 31, 2016.

NOTE 7 - Retirement Plans

*Defined Contribution Plan*

The company's profit sharing plan covers all full time employees not covered by a collective bargaining agreement. Contributions are discretionary, but limited to maximum amounts deductible for federal income tax purposes.
J.P. CULLEN & SONS, INC.

NOTES TO FINANCIAL STATEMENT
As of March 31, 2016

NOTE 7 - Retirement Plans (cont.)

Multi-Employer Pension Plans

The company contributes to a number of multi-employer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multi-employer plans are different from single-employer plans in the following aspects:

a. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.

b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

c. If the company chooses to stop participating in some of its multi-employer plans, the company may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The company's participation in these plans for the annual period ended March 31, 2016, is outlined in the table below. The "EIN / Pension Plan Number" column provides the Employer Identification Number (EIN) and the three-digit plan number, if applicable. The most recent Pension Protection Act (PPA) zone status available in 2016 is for the plan year-ends as indicated below. The zone status is based on information that the company received from the plans and is certified by the plans' actuaries. Among other factors, plans in the red zone are generally less than 85% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The "FIP / RP Status Pending / Implemented" column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration date(s) of the collective-bargaining agreement(s) to which the plans are subject.

<table>
<thead>
<tr>
<th>Pension Fund</th>
<th>EIN / Pension Plan Number</th>
<th>Pension Protection Act Zone Status 2015</th>
<th>FIP / RP Status Pending / Implemented</th>
<th>Surcharge Imposed</th>
<th>Expiration Dates of Collective-Bargaining Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Central States Regional Council of</td>
<td>39-6079856</td>
<td>Yellow - December 2014</td>
<td>Implemented</td>
<td>No</td>
<td>May 2017</td>
</tr>
<tr>
<td>Carpenters' Pension Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Pension Fund of the International Union</td>
<td>36-6052390</td>
<td>Green - January 2015</td>
<td>N/A</td>
<td>No</td>
<td>Various</td>
</tr>
<tr>
<td>of Operating Engineers and Participating Employers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Trades United Pension Trust Fund</td>
<td>51-6049409</td>
<td>Yellow - May 2015</td>
<td>Implemented</td>
<td>No</td>
<td>Various</td>
</tr>
<tr>
<td>Wisconsin Laborers Pension Fund</td>
<td>39-6198530</td>
<td>Yellow - August 2014</td>
<td>Implemented</td>
<td>No</td>
<td>May 2017</td>
</tr>
<tr>
<td>Ironworkers Mid-America Pension Fund</td>
<td>36-6488227</td>
<td>Green - December 2014</td>
<td>N/A</td>
<td>No</td>
<td>Various</td>
</tr>
<tr>
<td>Wisconsin Masons' Pension Fund</td>
<td>39-6185238</td>
<td>Red - May 2015</td>
<td>Implemented</td>
<td>No</td>
<td>May 2017</td>
</tr>
</tbody>
</table>

The company provided more than 5% of total contributions to the Wisconsin Masons' Pension Fund for the plan year ended May 31, 2015. The company did not provide more than 5% of total contributions for any other pension plan for the year ended March 31, 2016.
NOTE 8 - Concentrations

Cash and Cash Equivalents

The company maintains cash in bank deposit accounts which, at times, may exceed federally insured limits. The company has not experienced any losses in such accounts. The company believes they are not exposed to any significant credit risks.

Major Customers

Accounts receivable from individual customers which accounted for 10% or more of the company's contracts receivable were as follows as of March 31, 2016.

<table>
<thead>
<tr>
<th>Percentage of Contracts Receivable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer A</td>
</tr>
</tbody>
</table>

Unions

Approximately 71% of the company's employees are included in collective bargaining agreements which expire at various dates and are subject to renewal.

NOTE 9 - Life Insurance and Stock Buy/Sell Agreement

The company has a buy/sell agreement with the stockholders and various stockholder trusts. Under the terms of the agreement, the company shall purchase the stock owned by one of the stockholders upon death. Additionally, the company has the option to purchase shares held by the stockholders and their trusts under certain circumstances as defined in the agreement. The agreement sets the purchase price of the stock at book value.

The company is the owner and beneficiary of whole and term life insurance policies with total coverage of $4,500,000 on one of the stockholders.

NOTE 10 - Deferred Compensation Agreements

Senior management has entered into deferred compensation agreements with the company. The company agrees to deposit funds with a trust company as required by these agreements. The employees will receive the total amount in their account at age 62 if still employed by the company or terminated without cause. In addition, the total amount in an employee's account will be paid at the time of their death or disability if prior to age 62. Deferred compensation expense is determined annually based on a percentage of the company's earnings and the achievement of both financial and non-financial goals by senior management.
NOTE 11 - Related Party Transactions

The stockholders of the company are also stockholders in a related entity, Builders Supply Corporation. Builders Supply Corporation leases construction equipment to the company and buys construction materials for resale, at cost, to the company's tax exempt customers.

NOTE 12 - Commitments and Contingencies

Contingencies

In the ordinary course of business, the company may become involved in various legal disputes that may arise with regard to work performed by the company, or its subcontractors, for owners of projects.

Legal disputes often take years to resolve; consequently, the company's legal counsel is usually unable to predict that the possibility of an unfavorable outcome is remote. However, it is the company's position that legal disputes are either without merit or that any damages are the responsibility of other parties as a result of contractual obligations or insurance coverage. Accordingly, management believes the resolution of these legal disputes will not have a material effect on the financial position and the results of operations of the company.

Some customers, particularly public entities, require the company to post performance and payment bonds issued by a financial institution known as a surety. If the company fails to perform under the terms of a contract or to pay subcontractors and vendors who provided goods or services under a contract, the customer may demand that the surety make payments or provide services under the bond. The company is required to reimburse the surety for any expenses or outlays it incurs. The company is not aware of any losses to the company's surety in connection with bonds the surety has posted on the company's behalf, and does not expect such losses to be incurred.

Letter of Credit

The company has an irrevocable letter of credit with its insurance company for $616,700 at March 31, 2016 to collateralize its automobile and commercial general liability insurance deductibles. As of March 31, 2016, no amount has been drawn against this letter of credit.
NOTE 13 - Recent Accounting Pronouncements

During May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, "Revenue from Contracts with Customers." ASU No. 2014-09 establishes principles for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. During August 2015, the FASB issued ASU No. 2015-14, which defers the effective date of ASU No. 2014-09. ASU No. 2014-09 is effective for fiscal years beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. The company may elect to apply the guidance earlier, but no earlier than fiscal years beginning after December 15, 2016. The amendments may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. The company is currently assessing the effect that ASU No. 2014-09 and 2015-14 will have on its results of operations, financial position and cash flows.

During February 2016, the FASB issued ASU No. 2016-02, "Leases". ASU No. 2016-02 requires lessees to recognize lease assets and liabilities for the rights and obligations created by those leases and recognize expenses on their income statements in a manner similar to current accounting standards. For lessors, the guidance modifies the classification criteria and the accounting for sales-type and direct financing leases. ASU No. 2016-02 is effective for annual periods beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. Early adoption is permitted. The company is currently assessing the effect that ASU No. 2016-02 will have on its results of operations, financial position and cash flows.
Bid Bond

CONTRACTOR:  
(Name, legal status and address)  
J.P. Cullen & Sons, Inc.  
330 E. Delavan Drive  
Janesville, WI 53545

SURETY:  
(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

OWNER:  
(Name, legal status and address)  
Rockford Public School District 205  
501 Seventh Street  
Rockford, IL 61104

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:  
(Name, location or address, and Project number, if any)  
IFB No. 17-25 Rockford Public School District 205 School A, Zone 2, Rockford, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 15th day of February 2017

Molly Hawkinson  
(Witness)

Tina Domask  
(Witness)

J.P. Cullen & Sons, Inc.  
(Principal)  
(Seal)

By:  
(Title)

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

By:  
(Title)  
Ross S. Squires, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
POWER OF ATTORNEY

Farmington Casualty Company
St. Paul Mercury Insurance Company
Fidelity and Guaranty Insurance Company
Travelers Casualty and Surety Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Travelers Casualty and Surety Company of America
St. Paul Fire and Marine Insurance Company
United States Fidelity and Guaranty Company
St. Paul Guardian Insurance Company

Attorney-In Fact No. 230589
Certificate No. 006714288

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

John W. Walsh, Betsy K. Wright, Tina L. Domask, and Ross S. Squires

of the City of Middleton, State of Wisconsin, 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 17th day of March, 2016.

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

By:

Robert L. Raney, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 17th day of March, 2016, 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, 2016.

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