

REDACTED COPY



RESPONSE TO THE REQUEST FOR PROPOSALS TO DESIGN AND CONSTRUCT THE

I-65 NORTHWEST INDIANA

MAJOR MOVES 2020 EXPANSION PROJECT

SUBMITTED BY: THE WALSH DESIGN-BUILD TEAM
1260 EAST SUMMIT STREET
CROWN POINT, IN 46307

EXECUTIVE SUMMARY,
ADMINISTRATIVE MATERIALS,
AND FORMS



TECHNICAL PROPOSAL
VOLUME 1



Exhibit E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

| Technical Proposal – Volumes 1 and 2 | | |
|--|--|---------------------------------|
| Technical Proposal Component | Form (if any) | ITP Section Cross-Reference |
| Volume 1 | | |
| A. Executive Summary | | |
| Executive Summary (Exclude price information) | No forms are provided | <u>Exhibit B, Section 3.1</u> |
| B. Proposer Information, Certifications and Documents | | |
| Proposal Letter | <u>Form A</u> | <u>Exhibit B, Section 3.2.1</u> |
| Authorization Documents | No forms are provided | <u>Exhibit B, Section 3.2.1</u> |
| Identification of Proposer and Equity Members | <u>Form B-1</u> | <u>Exhibit B, Section 3.2.2</u> |
| Information About Proposer Organization | <u>Form B-2</u> | <u>Exhibit B, Section 3.2.2</u> |
| Information About Major Participants and Identified Contractors | <u>Form B-3</u> | <u>Exhibit B, Section 3.2.2</u> |
| Letter accepting joint and several liability, if applicable | <u>No forms are provided</u> | <u>Exhibit B, Section 3.2.2</u> |
| Responsible Proposer and Major Participant Questionnaire | <u>Form C</u> | <u>Exhibit B, Section 3.2.3</u> |
| Industrial Safety Record for Proposer, Equity Members and Major Participants | <u>Form D (as applicable)</u> | <u>Exhibit B, Section 3.2.4</u> |
| Personnel Work Assignment Form and Commitment of Availability | <u>Form E</u> | <u>Exhibit B, Section 3.2.5</u> |
| Letter(s) Regarding Pre-Proposal Submittals | No forms are provided | <u>Exhibit B, Section 3.2.6</u> |
| Non-Collusion Affidavit | <u>Form F</u> | <u>Exhibit B, Section 3.2.7</u> |
| DBE Certification | <u>Form G</u> No forms are provided for the DBE Performance Plan or Job Training Plan | <u>Exhibit B, Section 3.2.8</u> |
| Surety/Financial Institution Information | No forms are provided | <u>Exhibit C, Section 2.1</u> |

| Technical Proposal – Volumes 1 and 2 | | |
|---|---|----------------------------------|
| Technical Proposal Component | Form (if any) | ITP Section Cross-Reference |
| Conflict of Interest Disclosure | <u>Form H</u> | <u>Exhibit B, Section 3.2.9</u> |
| Certification regarding Buy America | <u>Form R</u> | <u>Exhibit B, Section 3.2.10</u> |
| Certification regarding Equal Employment Opportunity | <u>Form S</u> | <u>Exhibit B, Section 3.2.11</u> |
| Use of Contract Funds for Lobbying Certification | <u>Form T</u> | <u>Exhibit B, Section 3.2.12</u> |
| Debarment and Suspension Certification | <u>Form U</u> | <u>Exhibit B, Section 3.2.13</u> |
| Insurance | No forms are provided | <u>Exhibit B, Section 3.2.14</u> |
| Confidential Contents Index | No forms are provided | <u>Exhibit B, Section 3.2.15</u> |
| C. Proposal Security (Proposal Bond) | | |
| Proposal Security | <u>Form J (if in the form of a bond); no forms provided for certified check</u> | <u>Exhibit C, Section 2.2</u> |
| D. Proposal | | |
| Stipend Agreement | <u>Form O</u> | <u>Exhibit B, Section 3.3</u> |
| Volume 2 | | |
| E. Omitted | <u>Form K</u> | |
| F. Preliminary Performance Plans | | |
| Preliminary Project Management Plan | No forms are provided | <u>Exhibit B, Section 5.1</u> |
| Preliminary Project Baseline Schedule for Design and Construction | No forms are provided | <u>Exhibit B, Section 5.1.2</u> |
| Completion Deadlines | <u>Form L</u> | <u>Exhibit B, Section 5.1.2</u> |
| Preliminary Design-Build Plan | No forms are provided | <u>Exhibit B, Section 5.2</u> |
| G. Volume 1 Appendices | | |
| Copies of Organizational Documents | No forms are provided | <u>Exhibit B, Section 3.2.2</u> |

| Technical Proposal – Volumes 1 and 2 | | |
|--|-----------------------|------------------------------------|
| Technical Proposal Component | Form (if any) | ITP Section Cross-Reference |
| Proposer Teaming Agreement or Key Terms | No forms are provided | <u>Exhibit B, Section 3.2.2</u> |
| Executed Contracts or Term Sheets/Heads of Terms | No forms are provided | <u>Exhibit B, Section 3.2.2</u> |
| H. Volume 2 Appendices | | |
| Key Personnel Resumes | No forms are provided | <u>Exhibit B, Section 3.2.5</u> |
| Technical/Design Drawings, Graphs and Data | No forms are provided | <u>Exhibit B, Section 2.0</u> |

Price Proposal – Volume 3

Proposers shall follow the order of the Price Proposal Checklist in their submissions. A referenced copy of this document shall be submitted with the Price Proposal.

| Price Proposal Component | Form (if any) | ITP Section Cross-Reference |
|---------------------------------|----------------------|------------------------------------|
| Proposal Price Form | <u>Form I</u> | <u>Exhibit C, Section 2.0</u> |
| Summary Cost Table Form | <u>Form M</u> | <u>Exhibit C, Section 2.0</u> |



Executive Summary, Administrative Materials and Forms

EXECUTIVE SUMMARY

PROPOSER INFORMATION, CERTIFICATIONS, AND DOCUMENTS

- **Form A:** Proposal Letter and Authorization Documents
- **Form B-1, B-2, and B-3:** Identification of Offeror and Equity Members
- **Form C:** Responsible Proposer and Major Participant Questionnaire
- **Form D:** Industrial Safety Records
- **Form E:** Personnel Work Assignment Form and Commitment of Availability
- Letters Regarding Pre-Proposal Submittals
- **Form F:** Non-Collusion Affidavit
- **Form G:** DBE Certification
- Surety/Financial Institution Information
- **Form H:** Conflict of Interest Disclosure Statement
- **Form R:** Buy America Certification
- **Form S:** Equal Employment Opportunity Certification
- **Form T:** Use of Contract Funds for Lobbying Certificate
- **Form U:** Debarment and Suspension Certification
- Insurance
- Confidential Contents Index

TECHNICAL PROPOSAL

VOLUME 1

Executive Summary, Administrative Materials,
and Forms

TECHNICAL PROPOSAL VOLUME 1: EXECUTIVE SUMMARY, ADMINISTRATIVE MATERIALS, AND FORMS



EXECUTIVE SUMMARY





EXECUTIVE SUMMARY

The I-65 Northwest Indiana Major Moves 2020 Expansion Project (Project) will improve functionality and mobility in Lake and Newton counties – the Walsh Design-Build Team’s (DBT) backyard. We take pride in delivering a quality product and are committed to help advance the long-term goals of this heavily traveled Indiana corridor. Our dedicated personnel, experience, design and construction approach, and innovations will ensure the Project’s successful delivery 57 days ahead of schedule.

A. Proposal Organization/Contents

The Walsh DBT has organized our proposal as outlined in the Instructions to Proposers. The Technical Proposal is divided into binders, envelopes, and a flash drive as shown below:

BINDERS

- Volume 1:** Executive Summary, Administrative Materials, and Forms
- Volume 1 Appendices:** Copies of Organizational Documents
- Volume 2:** Preliminary Performance Plans
- Volume 2A Appendices:** Personnel Resumes, Sample Plans, Utility Conflict Matrix, Preliminary Project Baseline Schedule
- Volume 2B Appendices:** Technical/Design Drawings, Graphs and Data
- Volume 2C Appendices:** Technical/Design Drawings, Graphs and Data

ENVELOPE: PROPOSAL SECURITY

ENVELOPE: STIPEND AGREEMENT

ELECTRONIC COPY A flash drive containing an electronic copy of the Technical Proposal is included with the original Technical Proposal.

Our Price Proposal is divided into a binder and a flash drive as shown below:

BINDER

Volume 3: Price Proposal

ELECTRONIC COPY A flash drive containing an electronic copy of the Price Proposal is included with the Original and copies of the Price Proposal.

B. Changes from SOQ

The Walsh DBT will provide and honor commitments included in our Statement of Qualifications.

C. Changes in Organization

The Walsh DBT confirms there are no changes to the Proposer’s organization, equity members, major participants, and other firms since submittal of our Statement of Qualifications.



The Walsh DBT identifies significant benefits to INDOT throughout this Technical Proposal with the Walsh DBT plus icon (+).

THE WALSH DESIGN-BUILD TEAM



The Walsh DBT includes local Major Participants with in-depth knowledge from working along the I-65 corridor, established local relationships, and experience working together on design-build projects.



LEAD CONSTRUCTION/DESIGN-BUILD FIRM:

Walsh Construction Company II, LLC
ENR Top 5 U.S. transportation and highway contractor and Indiana’s largest contractor.



LEAD ENGINEER:

Parsons Transportation Group, Inc.
Lead Engineer on over 106 design-build transportation projects in North America and internationally.



EXCLUSIVE SUBCONTRACTOR (PAVEMENT):

Walsh & Kelly, Inc.
One of the largest civil contractors in Northern Indiana, with over 80 years of experience working locally.



Walsh Construction
Crown Point, IN (Regional)
Chicago, IL (Corporate)

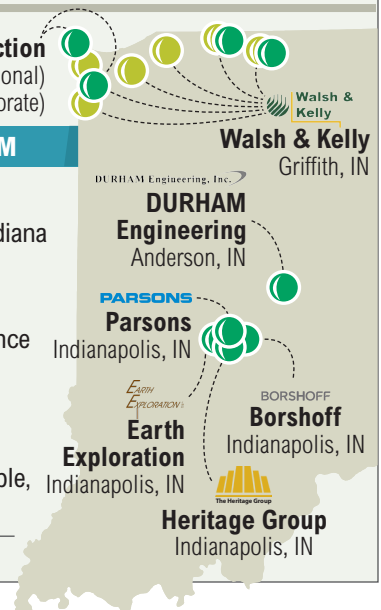
LOCAL DESIGN-BUILD TEAM

+ Team members have completed hundreds of Indiana projects with **25 projects along the I-65 corridor.**

+ Team member experience bolstered by specialty subcontractors and subconsultants.

+ Quality local craftspeople, creating Indiana jobs.

LEGEND: ● Office ● Plant



D. Project Management

Proposed Management. The Walsh DBT has worked on a combined 25 projects along the I-65 corridor for INDOT. Through this experience, we have an in-depth understanding of INDOT’s expectations for its DBT. We have developed our management structure and internal organizational systems based on successful practices used on major design-build and public-private partnerships (P3) projects in Indiana and throughout the United States. In brief, these practices include:

- Assigning project management professionals to collaborate with INDOT from day one of the Project through construction completion
- Committing personnel with the experience and qualifications to exceed Project requirements
- Providing a clear organizational structure where INDOT knows exactly who to contact
- Implementing a project management plan that exceeds to INDOT’s requirements


The Walsh DBT’s Key Personnel were selected for their technical expertise and proven ability to communicate, cooperate, and collaborate. Each has worked in Indiana and is familiar with the design-build process.

Our Key Personnel will be supported by Discipline Lead Engineers, Task Managers, and added-value personnel. Additional resources will also be readily available from Walsh Construction’s Ohio River Bridge (ORB) projects which are on track to achieving substantial completion by the end of 2016.

Decision Making. The Walsh DBT will establish a thorough decision-making protocol, enhanced through a Technical Working Group (TWG), and a Leadership Task Force to maintain progress and resolve any internal disputes. Informed decision making and issue resolution over the life of the Project will

include major Project participants at multiple levels. Integration and alignment of interests will enable our team to remain on schedule and maintain the highest standards for quality.

Day-to-Day Operational Structure. The Walsh DBT is structured to provide clear lines of communication between all team members for efficient day-to-day operations. Project Manager, Marc Arena, is responsible for overall team performance and will be the single point of contact in all matters on behalf of the Walsh DBT. Construction Manager, Joe Kislowksi, will lead day-to-day operations with all operational issues flowing through him. Joe will work closely with INDOT field personnel to ensure that all contract requirements are being met. The Walsh DBT will conduct frequent internal meetings to discuss operations and communicate to INDOT the intent for upcoming work. Operations and maintenance of the existing roadway will be monitored daily to ensure a safe roadway for the traveling public and work crews.



Project Management Benefit Highlights

- Regional executives to oversee safety and quality – operates independently from production and maintains open communication with the Project Manager.
- Dedicated individuals for both Construction Manager and Construction Superintendent, with an additional Roadway Superintendent, to further address the importance of efficient roadway construction operations.
- Utilization of local field and management forces.
- Commitment of individuals for Task Manager involvement during this pursuit within the Walsh DBT’s integrated team who will continue throughout the Project.
- Resources from Walsh’s Indiana Office and equipment yard located within one mile of the Project limits; Parsons staff of 550, Midwest-located personnel; Walsh & Kelly’s Griffith office/staff; and access to over \$460 million of owned equipment.

Leadership Commitment. We have selected Key Personnel with exceptional credentials and a commitment to success. **Each Major Participant commits to providing all personnel named in this Proposal.**

| | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |  |
| Project Manager | Construction Manager | Construction Superintendent | Lead Engineer/Design Mgr. | Erosion/Sediment Control Mgr. | Design Quality Manager | MOT Manager | Certified Utility Coordinator | Kankakee River Bridge Lead Engineer |
| Marc Arena | Joe Kislowksi | Paul Bitters | Toby Randolph | Jonathan Siminski | Tariq Masud | Chad Conwell | Mike Kehle | Matt Kohut |

LEGEND: ■ Construction ■ Design

E. Preliminary Project Management Plan


The Walsh DBT's Project Management Plan (PMP) incorporates key personnel and best practices that are well-suited to mitigate risk and expedite Project delivery. The plan is based on proven processes from each of the member organizations, which are combined into a unified plan. The PMP:

- Outlines the Walsh DBT's management philosophies, internal organization systems, and procedures for design and construction
- Presents experienced, qualified personnel and significant resources to achieve Project objectives
- Outlines quality control and assurance processes
- Outlines safety approach to ensure both motorists and workforce safety
- Provides a process for transparency and frequent communication in the interaction between the DBT and INDOT, stakeholders, and the public
- Presents and describes a Preliminary Project Baseline Schedule that provides early substantial completion

F. Community Relations

The Walsh DBT has engaged Borshoff, a WBE public relations firm, to provide public information (PI) services for the Project. Borshoff has a proven track record of successfully managing complex public outreach for major INDOT projects working along side Walsh and Parsons.

Erin Pipkin, Public Information Coordinator, will be INDOT's direct point of contact regarding events that affect the public. With over 12 years of experience with Borshoff, nine focused on INDOT projects, Erin has the ability to develop, implement, and maintain the PIP and provide the support INDOT requires.

 **Erosion and Sediment Control Experience.** Erosion and Sediment Control Manager Jonathan Siminksi, was responsible to develop and implement the water filtration system for the \$763 million ORB East End Crossing P3.



Preliminary Project Management Plan Benefit Highlights

- Committed Task Managers and added-value personnel with INDOT, I-65, and Northwest Indiana experience.
- Lead Engineer roles to design for each discipline led by the Lead Engineer/Design Manager.
- Substantial qualified personnel resources available upon completion of the ORB projects, completing in 2016.
- Specific meetings to ensure involvement and interface between INDOT, consultants, third parties, stakeholders, agencies, and local emergency services.

Community Relations Benefits Highlights

- WBE PI firm, Borshoff, to provide PI services.
- Assistance with informational materials for INDOT use and 24/7 availability.
- Proactive Risk Management Plan as part of the PIP that includes notification processes, phone trees, and specific time frames to address any incidents should they occur.

Central to this effort, and as directed by INDOT, the Walsh DBT will:

- Provide timely notice of road or lane closures or restrictions in accordance with the PPA documents
- Provide contact information for constant access to our PI team
- Provide timely notification of emergency events
- Coordinate all media requests and public involvement activities with INDOT's LaPorte District Information Director
- Coordinate and staff up to three public information meetings to inform the public of lane closures, alternative routes, detours, or other concerns
- Create effective informational maps or displays and other collateral material as needed

G. Construction Approach


Environmental Sensitivity. The environmental team is composed of proven professionals prepared to manage the environmental compliance and permitting of the Project to minimize environmental impacts and protect the local environment. The environmental team will develop and execute an Environmental Compliance and Mitigation Plan (ECMP) to ensure all necessary approvals are received and environmental obligations and commitments are met. The ECMP will be developed to include the methods to integrate permits, issues, and commitments associated with governmental approvals. Work will meet all

requirements of environmental approvals, commitments, laws, permits, and mitigation measures.


Erosion and Sediment Control Manager, Jonathan Siminski, brings experience gained from serving his proposed role on the ORB East End Crossing P3. He will manage the installation, inspection, maintenance, and removal of all required storm water management measures and the implementation of the Walsh DBT’s Erosion and Sediment Control Plan. He will communicate with Dan Miller, who will perform in the added-value role of Environmental Compliance Manager.

Safety. The Walsh DBT’s Safety Manager, John Coye, brings experience managing safety efforts for multiple projects throughout Indiana including the ORB East End Crossing P3, where Walsh has worked 1,000 days without a lost time incident. He is responsible for all health and safety related matters and for the implementation of our project-specific Safety Plan. John will work with our Deputy Safety Manager to ensure a safe interface between paving crews and the traveling public. The Safety Plan will be based on our teams’ successful corporate processes, exceed OSHA requirements, and align with industry standards. Employees at all levels will be provided the support and core components (as shown below) needed to perform work within the plan guidelines by providing effective education, planning, implementation, monitoring, and data review to continuously improve the safety program.

Traffic Management. The Walsh DBT’s Traffic Management Plan (TMP) will provide INDOT with a Project that is safe with limited restrictions to the traveling public. Our approach to construction staging and traffic control allows the Walsh DBT to provide better access while minimizing impacts to the environment,

 **Safety Core Components.** Employees at all levels will be provided the safety core components to ensure an effective safety program.



 **Construction Benefit Highlights Exceeding Minimum Requirements**

- + Added-value Safety Manager and Deputy Safety Manager to ensure safety of crews and motorists.
- + “Extra clear zones” to provide enhanced access for emergency vehicles and increase space for safer work zones.
- + Eight signed emergency pull-off areas.
- + Single-span Kankakee River bridges with steel plate girders in lieu of three-span bridges.
- + Increased shoulder widths, where feasible, on bridges during MOT enhances safety and driver expectancy, mainly in crossovers.
- + Environmental and safety training for all employees prior to working on the Project right-of-way.
- + On-site tow truck to improve incident response.
- + Law enforcement officers as determined by construction operations.
- + Subcontractor Walsh & Kelly shares paving expertise and resources from their relationship with The Heritage Group.
- + Local expertise, capacity, and resources available from Walsh Construction’s ORB projects, scheduled to complete in 2016.

communities, third parties, and the traveling public. The TMP includes the following elements:

- Public information coordination procedures
- Temporary Traffic Control Plan
- Work Vehicle Control Plan
- Incident Management Plan
- Two lanes of traffic maintained at all time on I-65 except during temporary night time closures

Key benefits of the Walsh DBT’s TMP include:

- + Improved driver safety with minimized lane shifts
- + Exceeds Project standards for shoulder widths, construction clear zone, and lane shift tapers in multiple locations
- + Maintained access to local roads and businesses throughout construction
- + Maximized capacity on completed segments to promote traffic flow
- + Proactive communication with stakeholders and emergency responders

Construction Logistics: The Walsh DBT has assessed laydown, recycling, staging, disposal, and maintenance locations in close proximity to each segment, as required, for the work being performed.

Construction Staging. The Walsh DBT’s conceptual construction staging is planned to minimize impacts to motorists and surrounding communities. To limit the number of traffic shifts, our sequencing plan

implements larger areas for work to be completed resulting in longer zones. This reduces impacts to motorists and shortens the overall duration. We have sequenced work between the three Segments (A, B, and C) to provide optimal efficiency. Phasing within each Segment has been devised to maximize the amount of work completed during each traffic shift. This highly developed construction sequencing and maintenance of traffic plan provides a reliable schedule while reducing impacts to those potentially affected by construction activities.

H. Achieving DBE Requirements

The Walsh DBT team members have a proven history of meeting DBE goals in Indiana and on projects around the country. For this Project, we are committed to exceeding the 10% DBE goal with an additional \$500,000 in participation. Drawing from our successful experience on Indiana projects, we will subcontract, package work, and evaluate effectiveness to maximize participation. Additionally, both Walsh and Parsons commit to offering firm assistance and mentoring during the Project.

DBE/EEO Compliance Manager, Brenda Wolf, will use Walsh’s proven process in encouraging DBE participation. Brenda will communicate opportunities to DBE firms through e-mail blasts and personal contact. She will facilitate meetings with DBE firms to clarify bid specifications, details, and ensure the correct scope of work is being bid.

The Walsh DBT has already held an outreach event in Lowell, Indiana on June 8, 2016. As a result of our outreach, the Walsh DBT has identified scope packages and potential DBEs to exceed the DBE participation goal.

Mentorship Programs. C. Lee Construction, founded by Frederick "Chip" Lee, is a DBE/MBE excavation, demolition, and trucking firm based in Griffith, Indiana. They have worked with Walsh on various Northwest Indiana projects and have participated in Walsh’s Mentor-Protégé Program.



I. Innovative Concepts and Approved ATCs

The Walsh DBT made extensive efforts during the proposal phase to develop Alternative Technical Concepts (ATCs) that are further described in our Design-Build Plan and outlined in the below table.

The Walsh DBT also provides technical innovations to the Kankakee River Bridges. The Walsh DBT proposes to use a single-span bridge with steel plate girders. This new, single-span structure will provide INDOT a 75-year service life, with lower life cycle costs than a three-span bridge. This single-span structure yields several maintenance advantages over a three-span structure as shown on the following page.

The Walsh DBT’s Approved ATCs. The following Walsh DBT ATCs were approved by INDOT.

| ATC | Title | Walsh DBT Benefits |
|--------------|--|---|
| ATC 4 | Kentucky Concrete Barrier Wall Type 9T | <ul style="list-style-type: none"> + Length of standard section is 20 feet – twice as long as the standard 10-foot INDOT barrier + Reduces installation and removal time to reduce travel impacts |
| ATC 8 | Recycled Asphalt Pavement Wedge | <ul style="list-style-type: none"> + Meets or exceeds performance of No. 53 course aggregate + Provides greater density after compaction than No. 53 aggregate + Utilizes recycled materials |

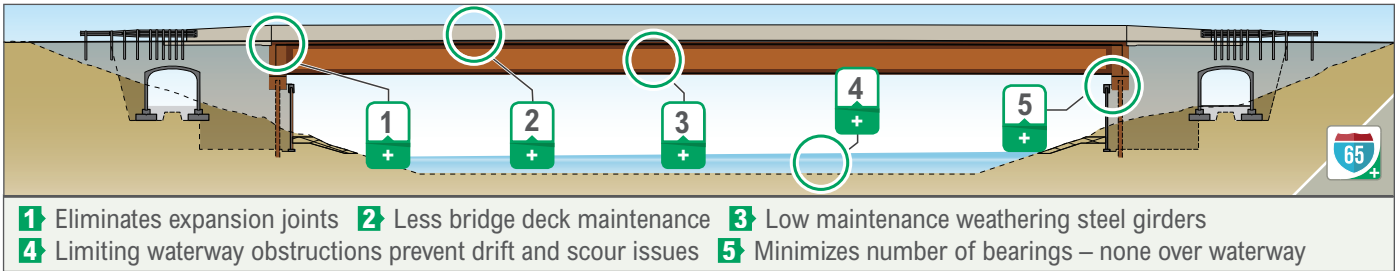
DBE Benefit Highlights

- + Commitment to the DBE goal of 10% with an additional \$500,000 in participation.
- + Proactive outreach event hosted for DBE firms and potential DBEs June 8, 2016 in Lowell, Indiana.
- + Dedicated DBE Compliance Manager to lead DBE outreach and inclusion efforts and hold additional outreach events post award.
- + Internal audits to monitor DBE goal progress
- + Assistance for eligible DBEs during the Project.

Innovation Benefit Highlights

- + ATCs to improve material performance and construction efficiency.
- + Single-span Kankakee River Crossing that reduces maintenance, achieves a 75-year service life, eliminates channel work and scour/drift accumulation, minimizes environmental impacts, and eliminates all deck drain related maintenance.
- + Optimized pavement design and reduced amount of milling, overlay, and pavement section depths.

The Walsh DBT Kankakee River Crossing. The Walsh DBT proposes a single-span bridge to offer maintenance advantages as compared to the original three-span structure.



J. Partnership

The Walsh DBT is committed to providing a successful Project that is safe, on time, quality-driven, and environmentally responsible for all parties involved. We understand that successful projects are a result of open and transparent communication with no surprises. The INDOT project team, along with subconsultants, will be included in progress and planning meetings to foster a “no surprises” approach in developing the Project.

K. Schedule

The Walsh DBT recognizes the need to open all roadways to traffic as early as possible. We are committed to achieving this by completing Segments A and C by September 1, 2018 and achieving early substantial completion by October 1, 2018, nearly two months before the Thanksgiving holiday – one of the busiest travel days of the year. To achieve this completion date, we will create and monitor a detailed critical path method Project Baseline Schedule. The schedule will include activities for all submittals, reviews, and material procurement needs.

The Walsh DBT’s Preliminary Project Baseline Schedule includes key activities and milestones for both design and construction phases. Accounting

for critical path items, we will expedite the Project Management Plan to reach NTP1 as quickly as possible.

To maximize traffic flow and minimize impacts to the traveling public, the Walsh DBT has scheduled completion of certain local access roads, overpasses, interchanges, and ramps prior to important dates. These dates include the Lake County Fair, commencement dates for local universities, and milestone dates indicated in the Technical Provisions. Our schedule also ensures overpass bridge construction does not interfere with local school bus routes and that no two adjacent roadways are closed concurrently. Regular schedule updates will be provided to INDOT on MOT switches, detours, and any other restrictions that may affect the public or third party stakeholders.

Schedule Benefit Highlights

- + Committed to a October 1, 2018 substantial completion date.
- + Expedite PMP to reach NTP1 as quickly as possible.
- + Continuous monitoring of production against the Project Baseline Schedule .
- + Subcontractor superintendents participation in MOT coordination, progress, and schedule status meetings.
- + Key Personnel and Task Managers with experience delivering projects ahead of schedule.

Exceeding Your Schedule. The Walsh DBT commits to a substantial completion date of October 1, 2018 to ensure no impacts to the traveling public during the Thanksgiving 2018 holiday.



Roles of Equity Members and Major Participants (including shares and ownership)

| Firm Name | Role | Share of Ownership |
|---|--|--------------------|
| Walsh Construction Company II, LLC | Major Participant Lead Construction/Design-Build Firm | N/A |
| Parsons Transportation Group, Inc. | Major Participant Lead Engineering/Design Firm | N/A |
| Walsh & Kelly, Inc. | Major Participant Asphalt Subcontractor | N/A |

Relationship between Equity Members, Major Participants, and Guarantors

| Firm Name | Guarantor | Relationship |
|---|-----------|--------------|
| Walsh Construction Company II, LLC | N/A | N/A |
| Parsons Transportation Group, Inc. | N/A | N/A |
| Walsh & Kelly, Inc. | N/A | N/A |

PROPOSER INFORMATION, CERTIFICATIONS, AND DOCUMENTS

PROPOSER INFORMATION,
CERTIFICATIONS, AND DOCUMENTS



FORM A

Proposal Letter and Authorization Documents



FORM A

**INDIANA DEPARTMENT OF TRANSPORTATION
I-65 NORTHWEST INDIANA MAJOR MOVES 2020 EXPANSION PROJECT
INSTRUCTIONS TO PROPOSERS**

PROPOSAL LETTER

PROPOSER: **Walsh Construction Company II, LLC**

Proposal Date: **September 1, 2016**

The undersigned (“**Proposer**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (as amended, the “**RFP**”) issued by the Indiana Department of Transportation (“**INDOT**”), an agency of the State of Indiana, dated May 26, 2016, to design and build the I-65 Northwest Indiana Major Moves 2020 Expansion Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP (the “**RFP Documents**”). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for INDOT supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertake(s) jointly and severally:

a) subject to Section 4.6.2 of the ITP, to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of INDOT, in INDOT’s sole discretion; and

b) if this Proposal is accepted, to provide security (including bonds and insurance) for the due performance of the Public-Private Agreement (“**Agreement**”) as stipulated in the Agreement and the RFP.

If INDOT properly draws on Proposer’s Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Security refuses to honor INDOT’s proper draw thereon, by its signature(s) below, the undersigned undertakes, on behalf of Proposer’s Equity Members, and by such signature, Proposer’s Equity Members each assume, joint and several liability to INDOT for the entire stated amount (in the case of a certified check made payable to INDOT) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

If selected by INDOT, Proposer agrees to do the following or to cause the Design-Build Contractor to do the following: (a) if requested by INDOT in its sole discretion, enter into good faith negotiations with INDOT regarding the terms of the Agreement with INDOT in good faith and in accordance with the requirements of the RFP, (b) enter into the Agreement without varying or amending its terms (except for modifications agreed to by INDOT, in its sole discretion) and satisfy all other conditions to award of the Agreement; and (c) perform its obligations as set forth in the ITP and Agreement, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are authorized to enter into negotiations with INDOT on behalf of the Proposer and Design-Build Contractor in connection with this RFP, the Project and the Agreement: **Sean C. Walsh**

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Executive Summary
- Technical Proposal, including Proposer Information, Certifications and Documents, and Proposal Security
- Price Proposal

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

Addenda issued:

Addendum #1 dated June 24th, 2016

Addendum #2 dated July 1st, 2016

Addendum #3 dated July 15th, 2016

Addendum #4 dated August 1st, 2016

Addendum #5 dated August 10th, 2016

Responses issued:

RFP Questions and Responses dated July 1st, 2016

RFP Questions and Responses dated July 15th, 2016

RFP Questions and Responses dated July 19th, 2016

RFP Questions and Responses dated July 22nd, 2016

RFP Questions and Responses dated August 10th, 2016

RFP Questions and Responses dated August 12th, 2016

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions and that it agrees to the terms and conditions of the RFP Documents. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the HNTB ProjectWise, the Addenda and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Design-Build Contractor and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified INDOT in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by INDOT and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the SOQ previously delivered to INDOT (as amended and resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that INDOT is not bound to award the Agreement to the best financial Proposal or any Proposal that INDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any stipend that Department may pay Proposer in accordance with the Stipend Agreement and ITP Section 6.3. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product.

Subject to Proposer's rights under the Public Records Act, Proposer consents to INDOT's disclosure of its Proposal pursuant to Indiana Code 8-15.7-4-6(c) and Indiana Code 8-15.7-4-2(k) to any Persons, in INDOT's sole discretion, after award and execution of the Agreement by INDOT and acknowledges and agrees to the provisions and deadlines set forth in ITP Section 1.8.4. Proposer acknowledges and agrees to the disclosure terms of the ITP and that observers and individuals may conduct reviews on behalf of PABs with respect to the successful Proposal. Proposer expressly waives any right to contest such disclosures.

Proposer agrees that INDOT will not be responsible for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

Proposer acknowledges the procurement protest procedures set forth in Section 7 of the ITP and agrees that if it files a protest of this procurement or award of an Agreement hereunder and that protest is denied or is otherwise unsuccessful, Proposer shall forfeit its Proposal stipend and shall be liable to INDOT for INDOT's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by INDOT as a consequence of the protest.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Indiana.

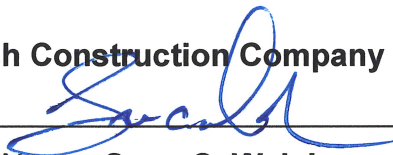
Proposer's business address:

**1260 E. Summit Street
Crown Point, Indiana 46307 USA**

State or Country of Incorporation/Formation/Organization: **Illinois**

Walsh Construction Company II, LLC

By: _____



Print Name: **Sean C. Walsh**

Title: **President**

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.

- B. Describe in detail the legal structure of the Proposer/Design-Build Contractor and Equity Members.
 - 1. If Proposer/Design-Build Contractor/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Design-Build Contractor/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 2. If Proposer/Design-Build Contractor/Equity Member is a general partnership or includes a general partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 3. If Proposer/Design-Build Contractor/Equity Member is a limited partnership or includes a limited partnership as a joint venture member, partner or member, attach full names and addresses of all general partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

 - 4. If Proposer/Design-Build Contractor/Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a

limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

5. If Proposer/Design-Build Contractor/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Design-Build Contractor/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal Letter, in respect of the Proposal, and to each letter required under the Proposal Letter that the person signing has authority to do so. If any entity is not yet formed, so state and indicate that these documents will be provided as required by the ITP. For purposes of clarity, Proposer may append to the Proposal Letter a letter from each person signing the Proposal that such person has the authority to do so, which shall suffice for the purposes of the requirements set forth in this Section B.4.

For purposes of this Section B, the term “organizational documentation” in respect of an Equity Member shall mean such entity’s certificate of formation/articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture prior to commercial close as required by the ITP.

- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a:
 - corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation.
 - partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner.
 - limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information.

- consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member.
- consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.

D. Except as set forth in this clause (D), Design-Build Contractor's partnership agreement, limited liability company operating agreement, charter or joint venture agreement, as applicable, must include an express provision satisfactory to INDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers should submit the applicable agreement to INDOT and identify on a cover page where in the agreement the provision can be found. If Design-Build Contractor is not yet formed, provide draft organizational documents and indicate where the provision is found. If Design-Build Contractor is an existing partnership, limited liability company or joint venture not formed or created for the Project and is unable to modify its partnership agreement, limited liability operating agreement or joint venture agreement, as applicable, it may satisfy this requirement by submitting a unanimous consent executed by its partners, members or joint venturers, as applicable, agreeing to abide to the provisions of this clause (D).

See attached.



**RESOLUTION BY THE BOARD OF DIRECTORS OF
WALSH CONSTRUCTION GROUP, LLC**

I hereby certify that I am the Secretary of Walsh Construction Group, LLC, a limited liability company formed under the laws of the State of Illinois, and that the following is a correct and true copy of a resolution duly and unanimously adopted by the Directors/Managers of Walsh Construction Group, LLC, as the sole Manager of

WALSH CONSTRUCTION COMPANY II, LLC

a limited liability company (hereinafter the "Company") organized under the laws of the State of Illinois, by unanimous consent and which shall have the same force and effect as though adopted at a special meeting held the 14th day of June, 2016, at which time the following resolutions were duly adopted in accordance with the Illinois Limited Liability Act and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

BE IT RESOLVED by this Board of Directors/Managers that the following individuals, in addition to any other individuals previously authorized by resolution, are and shall hereinafter be duly authorized to execute legal documents which bind WALSH CONSTRUCTION COMPANY II, LLC, including but not limited to bid proposal documents, and contracts:

**SEAN C. WALSH
BRIAN R. WALSH**

BE IT FURTHER RESOLVED that the foregoing resolution shall continue in force until express written notice of its rescission or modification has been received.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Walsh Construction Group, LLC this 14th day of June, 2016.

Matthew M. Walsh IV
Secretary
Walsh Construction Group, LLC

(SEAL)



**RESOLUTION BY THE BOARD OF DIRECTORS OF
WALSH CONSTRUCTION GROUP, LLC**

I hereby certify that I am the Secretary of Walsh Construction Group, LLC, a limited liability company formed under the laws of the State of Illinois, and that the following is a correct and true copy of a resolution duly and unanimously adopted by the Directors/Managers of Walsh Construction Group, LLC, as the sole Manager of

WALSH CONSTRUCTION COMPANY II, LLC

a limited liability company (hereinafter the "Company") organized under the laws of the State of Illinois, by unanimous consent and which shall have the same force and effect as though adopted at a special meeting held the 21st day of July, 2016, at which time the following resolutions were duly adopted in accordance with the Illinois Limited Liability Act and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

BE IT RESOLVED that this Board of Directors hereby states that in the event of a dispute between or among Members or Managers of the Company, no Member or Manager of the Company shall be entitled to stop, hinder, or delay work on the I-65 Northwest Indiana Major Moves 2020 Expansion Project.

BE IT FURTHER RESOLVED that the foregoing resolution shall continue in force until express written notice of its rescission or modification has been received.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Walsh Construction Group, LLC this 21st day of July, 2016.

Matthew M. Walsh IV
Secretary
Walsh Construction Group, LLC

(SEAL)

PARSONS TRANSPORTATION GROUP INC.

Certificate of Secretary

The undersigned, Ashay V. Dalvi, being Assistant Secretary of Parsons Transportation Group Inc., an Illinois corporation (the "Company"), does hereby certify that David M. Ayala, as Vice President for the Company, has been granted authority to bind the Company and to execute in the name of, and on behalf of, the I-65 Northwest Indiana Major Moves 2020 Expansion Project.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and caused the seal of the Company to be affixed hereto as of August 4, 2016.



Ashay V. Dalvi
Assistant Secretary



A L)

MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS OF WALSH & KELLY, INC., HELD FRIDAY, FEBRUARY 27, 2015, AT 4:00 P.M.

A meeting of the Board of Directors of Walsh & Kelly, Inc. was held telephonically on February 27, 2015, at 4:00 P.M., following prior telephonic notice to all Directors.

The meeting was attended by the following Directors: Kevin J. Kelly, James Fehsenfeld and Thomas Bertsch. Directors absent with proxy provided included Fred Fehsenfeld, Jr., and John Vercnysse. Kevin J. Kelly, President and Chief Executive Officer of Walsh & Kelly, Inc. acted as Chairman of the meeting.

The meeting was called to order by Kevin J. Kelly. The purpose of the meeting was to elect officers and appoint those persons with authority to enter into contracts on behalf of the corporation. It was noted that Roger G. Knip, Vice President, had retired effective January 1, 2015 and that John M. Peisker had been hired as Vice President of Asphalt Operations.

On a motion duly made and seconded, the following resolution was unanimously adopted:

“BE IT RESOLVED, that the following persons with full knowledge and the consent of the Board of Directors, are to serve as Officers of the Corporation until the next annual meeting of the Board of Directors in 2016, said date and time to be determined:

Kevin J. Kelly, President and Chief Executive Officer
Jeffrey L. Swan, Executive Vice President
John M. Peisker, Vice President of Asphalt Operations
David J. Misirly, Vice President
Gregory A. Hoffman, Vice President
J. Michael Schaum, Secretary and Treasurer, CFO”

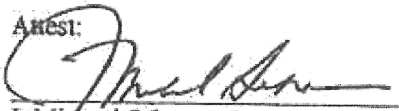
On a motion duly made and seconded, the following resolution was unanimously adopted:

“BE IT RESOLVED, that the following persons with full knowledge and the consent of the Board of Directors, are authorized to act as agents, and to execute any and all documents on behalf of Walsh & Kelly, Inc. related to business interests of Walsh & Kelly, Inc., particularly to execute contracts on behalf of the corporation, namely:

Kevin J. Kelly, President and Chief Executive Officer
Jeffrey L. Swan, Executive Vice President
John M. Peisker, Vice President of Asphalt Operations
David J. Misirly, Vice President
Gregory A. Hoffman, Vice President
Dustin P. Hilary, South Bend Area Manager
Lynn J. Bauer, South Bend Operations Manager
J. Michael Schaum, Secretary and Treasurer, CFO”

There being no further business to come before the meeting, on motion duly made, seconded and unanimously adopted, the meeting was adjourned.


Kevin J. Kelly, President

Attest:

J. Michael Schaum, Secretary

FORM B-1, B-2, AND B-3

- **Form B-1:** Identification of Proposer and Equity Members
- **Form B-2:** Information about Proposer Organization
- **Form B-3:** Information about Major Participants and Identified Contractors



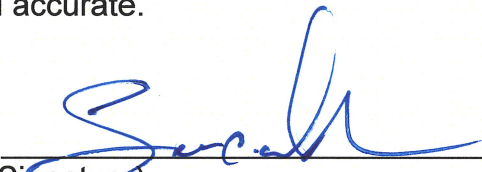
FORM B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

| NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail) | ROLE OF ENTITY IN PROPOSER ORGANIZATION | INDOT Qualification Categories | Description of Work/Services To Be Performed By Entity (if applicable) |
|--|--|---|---|
| Walsh Construction Company II, LLC 1260 E. Summit Street Crown Point, IN 46307 Jerry Egan Phone: 219-661-2450 Fax: 219-661-2470 Email:jegan@walshgroup.com | Proposer and Lead Construction Firm | A(A) Concrete Paving General D(A) Highway or RR Bridges over Water | Lead Construction Firm |

The above information is true, correct and accurate.

Executed **September 1, 2016**.



(Signature)

Sean C. Walsh
(Name Printed)

President
(Title)

Walsh Construction Company II, LLC
(Proposer)

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: **Walsh Construction Company II, LLC**

2.0 Type of entity: **Limited Liability Corporation**

3.0 Proposer's address: **1260 E. Summit Street
Crown Point, Indiana 46307
Telephone: 219.661.2450
Facsimile: 219.661.2470**

4.0 How many years (measured from the date of issuance of the RFQ) has Proposer and each Equity Member been in its current line of business and how many years (measured from the date of issuance of the RFQ) has each entity been in business under its present name? For a limited partnership, Equity Member means the general partners only.

| Name | No. of years in business | No. of years under present name |
|---|--------------------------|---------------------------------|
| Walsh Construction Company II, LLC | 07 | 07 |
| | | |
| | | |
| | | |

5.0 Under what other or former names has Proposer and each Equity Member operated?

None

6.0 List all Indiana licenses and Certificates of Qualification held by Proposer and any Equity Member. For a limited partnership, Equity Member means the general partners only. Attach copies of all such Indiana licenses and Certificates. Attach a separate sheet if necessary.

Indiana Department of Transportation Certificate of Qualification

(See attached copy).

All other municipality licenses and certificates available upon request.

7.0 The Proposal shall include the following information regarding the Surety/Bonding companies or banking institutions committing to provide the Payment and Performance Bonds in accordance with Section 8 of the Agreement:

- (a) Name and address of bonding company(ies) that will provide the surety bonds required by the Agreement (must be an Eligible Surety)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

- (b) Whether or not the listed bonding company has defaulted on any obligation within the past ten years (measured from the date of issuance of the RFQ), and, if so, a description and details of the circumstances and the outcome of such default.

Travelers has never defaulted on any obligation within the past ten years.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed **September 1, 2016**



(Signature)

Sean C. Walsh

(Name Printed)

President

(Title)

Walsh Construction Company II, LLC

(Proposer)

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

May 5, 2016

TO

WALSH CONSTRUCTION COMPANY II LLC

CROWN POINT, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid May 3, 2016 Thru April 30, 2017

| | |
|--|-------------|
| AGGREGATE | \$UNLIMITED |
| A(A) CONCRETE PAVEMENT, GENERAL | \$UNLIMITED |
| A(B) CONCRETE PAVEMENT, LIMITED | \$UNLIMITED |
| C(A) HEAVY GRADING | \$UNLIMITED |
| C(B) LIGHT GRADING | \$UNLIMITED |
| D(A) HWY OR RR BRIDGES OVER WATER | \$UNLIMITED |
| D(B) HWY OR RR BRIDGES OVER HIGHWAYS | \$UNLIMITED |
| D(C) HWY BRIDGES REQ PROTECTION OF RR TRACKS | \$UNLIMITED |
| E(E) SMALL STRUCTURES AND DRAINAGE ITEMS | \$UNLIMITED |
| E(F) SURFACE MASONRY AND MISC CONCRETE | \$UNLIMITED |
| E(H) DEEP SEWER AND/OR EXCAVATION | \$UNLIMITED |
| E(T) DEMOLITION | \$UNLIMITED |


PREQUALIFICATION ENGINEER


COMMISSIONER

State Form 20508 (R3 / 5-05)

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED CONTRACTORS

[This form will be used to provide information about any Major Participants (excluding Equity Members that do not fall into categories (a) through (e) of the definition of Major Participants) and any other Contractors that have been identified as of the Proposal Date.]

Proposer Name **Walsh Construction Company II, LLC**

| Name of Entity and Contact Information (address, representative, phone, fax, e-mail) | Address of Head Office | INDOT Qualification Categories | Description of Work/Services To Be Performed By Entity (if applicable) | Major Participant (Y/N) |
|--|--|---|---|--------------------------------|
| Walsh Construction Company II, LLC 1260 E. Summit St. Crown Point, IN 46307 Jerry Egan Phone: 219.661.2450 Fax: 219.661.2470 jegan@walshgroup.com | 929 W. Adams St. Chicago, IL 60607 | A(A) Concrete Paving General D(A) Highway or RR Bridges over Water | Lead Construction Firm | Y |
| Parsons Transportation Group, Inc. 101 West Ohio Street Suite 2121 Indianapolis, IN 46037 David M. Ayala, PE, PTOE Phone: 317.616.1000 Fax: 317.616.1033 dave.ayala@parsons.com | 100 West Walnut Street Pasadena, CA 91124 | 8.2 Complex Roadway Design 9.2 Level 2 Bridge Design | Lead Engineering Firm | Y |
| Walsh & Kelly, Inc. 1700 East Main Street Griffith, IN 46319 Jeffrey L. Swan Phone: 219.924.5900 Fax: 219.924.8768 JeffS@walshkelly.com | 1700 East Main Street Griffith, IN 46319 | B(A) Asphalt Paving | Paving Subcontractor | Y |

If any Major Participant or Contactor identified above is a single purpose entity formed for the Project, complete the following matrix for each such single purpose entity:


| Name of major Participant/Contractor | Form of Entity (partnership, joint venture, LLC, corporation, etc.) | Entities with Ownership Interest | Percentage of Ownership Interest |
|--------------------------------------|---|----------------------------------|----------------------------------|
| Not Applicable | | | |
| | | | |
| | | | |

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants resulting in an agreement to enter into any Contracts with respect to the Project, except for those listed above. Proposer agrees that it will follow applicable PPA Documents requirements with respect to Contractors. Proposer further declares that it has carefully examined the RFP Documents and acknowledges that INDOT has determined that a Proposer's efforts to obtain participation by Contractors could reasonably be expected to produce 10% Disadvantaged Business Enterprises participation of the Total Project Capital Cost for the professional services and construction portions of the Work.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed **September 1, 2016**



 (Signature)

Sean C. Walsh
 (Name Printed)

President
 (Title)

Walsh Construction Company II, LLC
 (Proposer)

FORM C

Responsible Proposer and
Major Participant Questionnaire

FORM C



FORM D

Industrial Safety Records

FORM D



FORM E

Personnel Work Assignment Form
and Commitment of Availability

FORM E



FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: **Walsh Construction Company II, LLC**

| Key Personnel Assignment | Name of Individual Assigned and Employer |
|--|--|
| Project Manager | Marc Arena Walsh Construction Company II, LLC |
| Construction Manager | Joe Kislowski Walsh Construction Company II, LLC |
| Construction Superintendent | Paul Bitters Walsh Construction Company II, LLC |
| Lead Engineer | Toby Randolph Parsons Transportation Group, Inc. |
| Erosion and Sediment Control Manager | Jonathan Siminski Walsh Construction Company II, LLC |
| Design Quality Manager | Tariq Masud Parsons Transportation Group, Inc. |
| Maintenance of Traffic Manager | Chad Conwell Walsh Construction Company II, LLC |
| Certified INDOT Utility Coordinator | Mike Kehle Walsh Construction Company II, LLC |
| Kankakee River Bridge Lead Design Engineer | Matt Kohut Parsons Transportation Group, Inc. |

Proposer's Name: **Walsh Construction Company II, LLC** (the "Proposer")

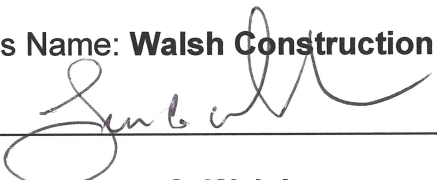
Employer's Name: **Walsh Construction Company II, LLC** (the "Employer")

Employer's Name: **Parsons Transportation Group, Inc.** (the "Employer")

COMMITMENT OF AVAILABILITY

Understanding INDOT's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project, Proposer and Employer commit that if Proposer is awarded the Agreement, the Employer's named Key Personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the PPA Documents.

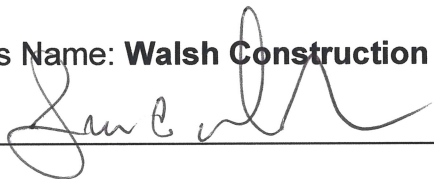
Proposer's Name: **Walsh Construction Company II, LLC**

Signed:  _____

Printed Name: **Sean C. Walsh**

Title: **President**

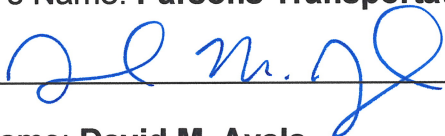
Employer's Name: **Walsh Construction Company II, LLC**

Signed:  _____

Printed Name: **Sean C. Walsh**

Title: **President**

Employer's Name: **Parsons Transportation Group, Inc.**

Signed:  _____

Printed Name: **David M. Ayala**

Title: **Vice President**

Date: **September 1, 2016**

LETTERS REGARDING PRE-PROPOSAL SUBMITTALS

- ▶ **1:** Letters and Copies of General Pre-Proposal Submittals
- ▶ **2:** Letters and Copies of ATCs



1. LETTERS AND COPIES OF GENERAL PRE-PROPOSAL SUBMITTALS



2. LETTERS AND COPIES OF ATCS



FORM F

Non-Collusion Affidavit



Subscribed and sworn to before me this 1st day of **September**, 2016.

Carol E. Stanton

Cook Notary Public in and for
said County and State Illinois

[Seal]

My commission expires: 7/21/2018 .:



[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, and (ii) Equity Members of the Proposer.]

FORM G

DBE Certification

FORM G



FORM G
DBE CERTIFICATION

DBE REQUIREMENTS

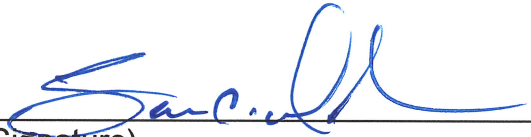
The following goal for participation by Disadvantaged Business Enterprises is established for professional services and construction work on the Project.

Disadvantaged Business Enterprises: 10%

DBE Certification

By signing the Proposal, the Proposer certifies that (1) the above DBE project goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (2) if awarded the Agreement, the Design-Build Contractor will submit a final DBE Performance Plan and Workforce/EEO Project Plan meeting the requirements set forth in Section 7.1.3 of the Agreement.

Failure to submit the DBE Performance Plan and Workforce/EEO Project Plan will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of INDOT and the Proposer will be precluded from participating in any reprocurement of the Agreement for the Project.



(Signature)

Sean C. Walsh
(Name Printed)

President
(Title)

SURETY/FINANCIAL INSTITUTION INFORMATION

SURETY AND FINANCIAL
INSTITUTION INFORMATION





Travelers Bond
215 Shuman Blvd.
Naperville, IL 60563
Telephone: (630) 961-7052
Fax: (630) 961-7020

September 1, 2016

Indiana Department of Transportation
100 North Senate Avenue, IGCN 755
Indianapolis, IN 46204

**RE: Request for Proposals
I-65 Northwest Indiana Major Moves 2020 Expansion Project**

To Whom It May Concern:

We have been advised that **Walsh Construction Company II, LLC** is submitting a Request for Proposals for the above mentioned project. **Travelers Casualty and Surety Company of America** is pleased to recommend **Walsh Construction Company II, LLC** as a professional, well-financed construction company.

Travelers Casualty and Surety Company of America is currently providing **Walsh Construction Company II, LLC** with bonding support of \$400 million dollars on single contracts and \$8 billion dollars for an aggregate work program. Thus, **Walsh Construction Company II, LLC** will provide a performance bond as described in Section 8.1.1 of the PPA and in form compliant with the requirements of this Section 6.1.1(c) and otherwise reasonably acceptable to INDOT, in an amount equal to 100% of the Contract Price. Please be advised that any request or issuance of bonds is subject to the review and approval of all contract terms, conditions and bond forms.

Travelers Casualty and Surety Company of America is authorized to transact business in all fifty (50) states with a Treasury Listing of \$210,360,000 and is rated A++ XV by A.M. Best Company.

Should you have any questions, or need additional information, please feel free to contact me.

Yours truly,
Travelers Casualty and Surety Company of America

By: 
Loch Wallace, Attorney-in-Fact

(Seal)



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 230797

Certificate No. 006909023

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

Brian R. Walsh, J. William Ernstrom, Jodi Wallace, Patrick O'Connor, Patricia Collins, and Brad Van Wyk

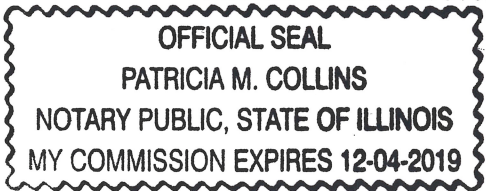
of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of July 2016

State of Illinois
County of Cook

On this 1 day of September, 2016, before me personally appeared Jodi Wallace, known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



Handwritten signature of Patricia M. Collins

Patricia M. Collins

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Handwritten signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1 day of September, 20 16

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



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

FORM H

Conflict of Interest Disclosure Statement

FORM H



FORM H

CONFLICT OF INTEREST DISCLOSURE STATEMENT

1. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Design-Build Contractor, the Major Participants, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

None

Proposer should disclose (a) any current contractual relationships with INDOT, (b) any past, present, or planned contractual or employment relationships with any INDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any INDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

None

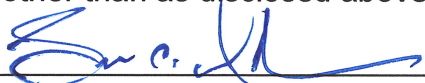
2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

N/A

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.



Signature

Sean C. Walsh
Name

President
Title

Walsh Construction Company II, LLC
Company Name

Dated as of: **September 1, 2016.**

FORM R

Buy America Certification

FORM R



FORM R

BUY AMERICA CERTIFICATION

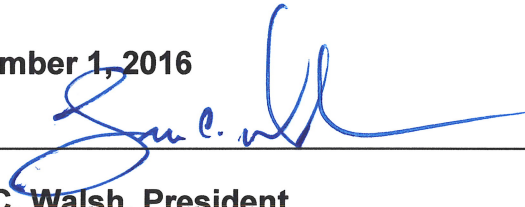
(To be signed by authorized signatory(ies) of Proposer)

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following with regard to the Project:

- a. Proposer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the design-build contract price.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this PPA be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer's request, INDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by INDOT.

Date: **September 1, 2016**

Signature: _____



Title: **Sean C. Walsh, President**

Proposer's Name: **Walsh Construction Company II, LLC**

FORM S

Equal Employment Opportunity Certification



FORM S

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, each Major Participant and each non-exempt Subcontractor.]

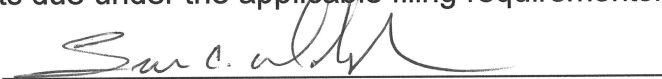
The undersigned certifies on behalf of **Walsh Construction Company II, LLC**, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: **Sean C. Walsh, President**

Date: **September 1, 2016**

If not Proposer, relationship to Proposer: **N/A**

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposer, Major Participants (other than Equity Members) and proposed non-exempt Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FORM S

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, each Major Participant and each non-exempt Subcontractor.]

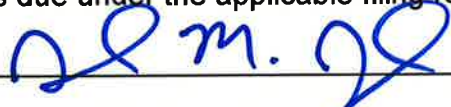
The undersigned certifies on behalf of **Parsons Transportation Group, Inc.**, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:  _____

Title: **Dave Ayala, Vice President**

Date: **September 1, 2016**

If not Proposer, relationship to Proposer: **Lead Engineering/Design Firm**

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposer, Major Participants (other than Equity Members) and proposed non-exempt Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FORM S

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, each Major Participant and each non-exempt Subcontractor.]

The undersigned certifies on behalf of **Walsh & Kelly, Inc.**, that:
(Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: **Jeffrey L. Swan, Executive Vice President**

Date: **September 1, 2016**

If not Proposer, relationship to Proposer: **Construction Subcontractor**

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposer, Major Participants (other than Equity Members) and proposed non-exempt Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FORM T

Use of Contract Funds for Lobbying Certificate



FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned **Proposer and Lead Construction Firm** certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. 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 any federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. 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 31 U.S.C. 1352. 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.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: **September 1, 2016**

Firm/Entity: **Walsh Construction Company II, LLC**

Signature:  _____

Title: **Sean C. Walsh, President**

Proposer: **Walsh Construction Company II, LLC**

FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

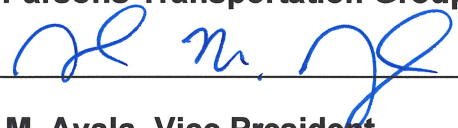
The undersigned **Major Participant (Lead Engineering/Design Firm)** certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. 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 any federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. 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 31 U.S.C. 1352. 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.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: **September 1, 2016**

Firm/Entity: **Parsons Transportation Group, Inc.**

Signature:  _____

Title: **David M. Ayala, Vice President**

Proposer: **Walsh Construction Company II, LLC**

FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned **proposed Subcontractor** certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - a. 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 any federal 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.
2. 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 31 U.S.C. 1352. 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.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: **September 1, 2016**

Firm/Entity: **Walsh & Kelly, Inc.**

Signature:  _____

Title: **Jeffrey L. Swan, Executive Vice President**

Proposer: **Walsh Construction Company II, LLC**

FORM U

Debarment and Suspension Certification

FORM U



FORM U

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Major Participants and proposed Subcontractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: **September 1, 2016**

Proposer: **Walsh Construction Company II, LLC**

Signature: _____

Title: **Sean C. Walsh, President**

INSURANCE

INSURANCE





Aon Risk Services Central, Inc.

August 2, 2016

Indiana Department of Transportation
100 North Senate Avenue, IGCN 755
Indianapolis, Indiana 46204

RE: I-65 Northwest Indiana Major Moves 2020 Expansion Project
Contractor: Walsh Construction Company II, LLC

Please be advised that the insurance companies providing insurance to Walsh Construction Company II, LLC will be able to obtain and maintain the insurance types and amounts required by the PPA Documents and can do so under the terms, and subject to the conditions, specified in Section 9 of the PPA.

Aon Risk Services Central, Inc. will place all such insurance coverages for Walsh Construction Company II, LLC (should they become Design-Build Contractor).

Aon Risk Services Central, Inc. has read the PPA Documents and insurance requirements set for the therein and that the Persons required to obtain insurance under the PPA have the capability of obtaining such insurance in the coverages and under the conditions listed in the PPA.

Please contact us if you should have any questions.

Sincerely,

Richard Subak, CPCU, ARM
Senior Vice President – Strategic Account Manager
Construction Practice Group
312-381-4380
rick.subak@aon.com

Aon Risk Services Central, Inc.
200 East Randolph Street • 12th Floor • Chicago, Illinois 60601
tel: 312.381.1000 • fax: 312.381.0289

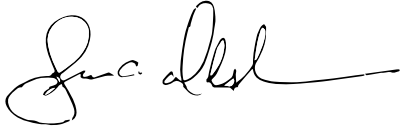
CONFIDENTIAL CONTENTS INDEX

CONFIDENTIAL
CONTENTS INDEX



Confidential Contents Index

| Proposal | Volume | Description | Pages(s) |
|--------------------|----------------------|--|----------|
| Technical Proposal | Volume 1 | Form C: Walsh Construction Company II, LLC | 31 - 35 |
| | Volume 1 | Form C: Parsons Transportation Group, Inc. | 36 - 40 |
| | Volume 1 | Form C: Walsh & Kelly, Inc. | 41 - 44 |
| | Volume 1 | Form D: Walsh Construction Company II, LLC | 45 - 48 |
| | Volume 1 | Form D: Walsh & Kelly, Inc. | 49 - 52 |
| | Volume 1 | Letters and Copies of General Pre-Proposal Submittals | 55 - 56 |
| | Volume 1 | Letters and Copies of ATCs | 57 - 76 |
| | Volume 1 App. | Copies of Organizational Documents | 6 - 10 |
| | Volume 1 App. | Executed Contracts or Term Sheets/Heads of Terms: Walsh Construction Company II, LLC and Parsons Transportation Group, Inc. | 11 - 47 |
| | Volume 1 App. | Executed Contracts or Term Sheets/Heads of Terms: Walsh Construction Company II, LLC and Walsh & Kelly, Inc. | 48 - 52 |
| | Volume 2A App. | Sample Public Involvement Materials | 30 |
| | Volume 2A App. | Sample Safety Materials | 31 - 45 |
| | Volume 2A App. | Sample Quality Materials | 46 - 91 |
| Volume 2A App. | Sample DBE Materials | 92 - 98 | |
| Financial Proposal | Volume 3 | Form I: Price Proposal | 6 - 7 |
| | Volume 3 | Form M: Summary Cost Table | 8 - 9 |



Sean C. Walsh, President
Walsh Construction Company II, LLC

IMPROVING MOBILITY IN OUR BACKYARD



WALSH

PARSONS

 **Walsh &
Kelly**_{INC.}