



E&B PAVING, Inc.



DIGITAL COPY

I-65 SOUTHEAST INDIANA PROJECT



TECHNICAL PROPOSAL

Volume

1

**EXECUTIVE SUMMARY,
PROPOSER INFORMATION,
CERTIFICATIONS,
AND DOCUMENTS**

PROPOSAL

PROPOSAL SECURITY



E&B PAVING, INC

**286 West 300 North • Anderson, IN 46012
PHONE: 765.643.5358 • WEB: ebpaving.com**

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APRIL 27, 2017

SUMMARY & ORDER OF PROPOSAL CONTENTS

Exhibit ESUMMARY 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	Exhibit B, Section 3.1
B. Proposer Information, Certifications and Documents		
Proposal Letter	Form A	Exhibit B, Section 3.2.1
Authorization Documents	No forms are provided	Exhibit B, Section 3.2.1
Identification of Proposer and Equity Members	Form B-1	Exhibit B, Section 3.2.2
Information About Proposer Organization	Form B-2	Exhibit B, Section 3.2.2
Information About Major Participants and Identified Contractors	Form B-3	Exhibit B, Section 3.2.2
Letter accepting joint and several liability, if applicable	No forms are provided	Exhibit B, Section 3.2.2
Responsible Proposer and Major Participant Questionnaire	Form C	Exhibit B, Section 3.2.3
Industrial Safety Record for Proposer, Equity Members and Major Participants	Form D (as applicable)	Exhibit B, Section 3.2.4
Personnel Work Assignment Form and Commitment of Availability	Form E	Exhibit B, Section 3.2.5
Letter(s) Regarding Pre-Proposal Submittals	No forms are provided	Exhibit B, Section 3.2.6
Non-Collusion Affidavit	Form F	Exhibit B, Section 3.2.7
DBE Certification	Form G No forms are provided for the DBE Performance Plan or Job Training Plan	Exhibit B, Section 3.2.8



SUMMARY & ORDER OF PROPOSAL CONTENTS

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Surety/Financial Institution Information	No forms are provided	<u>Exhibit B, Section 3.2.9</u>
Conflict of Interest Disclosure	Form H	<u>Exhibit B, Section 3.2.10</u>
Certification regarding Buy America	Form R	<u>Exhibit B, Section 3.2.11</u>
Certification regarding Equal Employment Opportunity	Form S	<u>Exhibit B, Section 3.2.12</u>
Use of Contract Funds for Lobbying Certification	Form T	<u>Exhibit B, Section 3.2.13</u>
Debarment and Suspension Certification	Form U	<u>Exhibit B, Section 3.2.14</u>
Insurance	No forms are provided	<u>Exhibit B, Section 3.2.15</u>
Confidential Contents Index	No forms are provided	<u>Exhibit B, Section 3.2.16</u>
C. Proposal		
Stipend Agreement	<u>Form O</u>	<u>Exhibit B, Section 3.3</u>
D. 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 B, Section 3.4</u>
Volume 2		
E. Scope Package(s)	<u>Form K</u>	<u>Exhibit B, Section 4.0</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>



SUMMARY & ORDER OF PROPOSAL CONTENTS

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
G. Volume 1 Appendices		
Copies of Organizational Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
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 5.2</u>



SUMMARY & ORDER OF PROPOSAL CONTENTS

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
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>
Scope Package	<u>Form K</u>	Exhibit C, Section 4.0



EXECUTIVE SUMMARY, PROPOSER INFORMATION, CERTIFICATIONS, AND DOCUMENTS PROPOSAL / PROPOSAL SECURITY

A. Executive Summary

■ 3.1	Executive Summary.....	1-6
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B. Proposer Information, Certifications & Documents

■ 3.2.1	Proposal Letter.....	Form A
■ 3.2.1	Authorization Documents	In 3.2.1
■ 3.2.2	Identification of Proposer & Equity Members	Form B-1
■ 3.2.2	Information About Proposer Organization	Form B-2
■ 3.2.2	Information About Major Participants & Identified Contractors ...	Form B-3
■ 3.2.2	Letter Accepting Joint & Several Liability	In 3.2.2
■ 3.2.3	Responsible Proposer and Major Participant Questionnaire	Form C
■ 3.2.4	Industrial Safety Record for Proposer & Major Participants	Form D
■ 3.2.5	Personnel Work Assignment Form & Commitment of Availability	Form E
■ 3.2.6	Letter(s) Regarding Pre-Proposal Submittals.....	In 3.2.6
■ 3.2.7	Non-Collusion Affidavit	Form F
■ 3.2.8	DBE Certification	Form G
■ 3.2.9	Surety/Financial Institution Information.....	In 3.2.9
■ 3.2.10	Conflict of Interest Disclosure	Form H
■ 3.2.11	Certification regarding Buy America.....	Form R
■ 3.2.12	Certification regarding Equal Employment Opportunity.....	Form S
■ 3.2.13	Use of Contract Funds for Lobbying Certification.....	Form T
■ 3.2.14	Debarment and Suspension Certification.....	Form U
■ 3.2.15	Insurance	In 3.2.15
■ 3.2.16	Confidential Contents Index	In 3.2.16

C. Proposal (Separate Envelope)

■ 3.2.3	Stipend Agreement	Form O
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D. Proposal Security (Proposal Bond) (Separate Envelope)

■ 3.2.4	Proposal Security.....	Form J
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G. Volume 1 Appendices (Separate Binders)

■ 3.2.2	Copies of Organizational Documents	In 3.2.2
■ 3.2.2	Proposer Teaming Agreement of Key Terms	In 3.2.2
■ 3.2.2	Executed Contracts or Term Sheets/Heads of Terms	In 3.2.2

I-65 Southeast Indiana Project goals of extending the design life of the pavement and shoulders and accommodating future added travel lanes will be fully achieved by E&B Paving, Inc. Our team will deliver the project with added safety to the traveling public, INDOT, and construction workers 44 days ahead of schedule.

A. Proposal Organization and Contents: Our proposal was organized based on the outline provided in the Instruction to Proposers and Exhibit B. The contents were completed to ensure compliance with the Pass/Fail requirements in Section 5.3. The proposal includes the following:

- a. Volume 1:** Executive Summary, Proposer Information, Certifications and Documents, Proposal, and Proposal Security (Proposal Bond)
- b. Volume 1 Appendices:** Copies of Organizational Documents, Proposer Teaming Agreement, and Executed Contract
- c. Volume 2:** Scope Package(s) and Preliminary Performance Plans
- d. Volume 2 Appendices:** Key Personnel Resumes, Utility Conflict Matrix, Pavement Design, Aggregate Testing Results, and Endorsement Letter
- e. Volume 2 Appendices:** Preliminary Baseline Schedule
- f. Volume 2 Appendices:** Road, Bridge, Signing, Lighting, and Signal Plan Sets
- g. Envelope:** with Proposal Security
- h. Envelope:** with Stipend Agreement
- i. Flash Drive:** Electronic Copy of the Technical Proposal
- j. Price Proposal**
- k. Flash Drive:** Electronic Copy of the Price Proposal

B. Changes From SOQ: The project manager identified in our Statement of Qualifications was listed as Travis McPeak based on the anticipated type of project. The Request for Proposal contained a different project scope from what we were anticipating from the RFQ. During the INDOT submittal of the Key Personnel, our Project Manager was approved as Scott O'Neil, PE. Scott O'Neil was chosen as E&B Paving's Project Manager based on his qualifications for the I-65 Southeast Indiana Project.

C. Changes To Proposer's Organization: E&B Paving has made no changes to the Proposer's organization, Equity Members, Major Participants, and other firms since the submission of the SOQ.



E&B PAVING, Inc
World-Class Solutions at a Local Level™



D. Proposed Management: E&B Paving with lead designer, United Consulting, identified INDOT approved Key Personnel for this project which are extremely experienced at INDOT interstate construction projects. The experience extends beyond interstate delivery, but includes significant work on design-build projects. We have committed an experienced project manager, Scott O'Neil, who will lead a well-organized work force with defined responsibilities. The construction team will execute the Project Management Plan (PMP) which will be reviewed and approved by INDOT. Furthermore, E&B Paving, United Consulting, and Mort Environmental commit the staff assigned to successfully deliver the I-65 Southeast Indiana Project.

Decision Making: E&B Paving's decision making process empowers the lowest qualified personnel to make decisions to maintain progress on the project which meets the requirements of the Technical Provisions and the PPA. Decisions are elevated as necessary to the appropriate person on the construction team with the goal of timely solutions.

Day-to-Day Operation Structure of the Proposer: E&B Paving's development of the PMP will outline the day-to-day procedures that will deliver the project. The PMP will be authored by our project manager. Construction Manager, Franz Hardesty, will be responsible for the daily construction work and will maintain open lines of communication with the construction team and INDOT.



Scott
O'Neil, PE



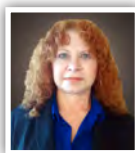
Franz
Hardesty



Steve
Parr



Lori
Pelleman



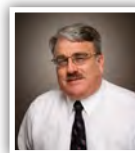
Lambda
Mort



Jeff
Woodard



Brian
Pierson, PE



Steve
Passey, PE



Chris
Hammond, PE

E. Preliminary Project Management Plan: E&B Paving and United have worked successfully with INDOT to deliver many substantial interstate projects using design-build, fast-track, and design-bid-build delivery. The E&B Paving Team has recently completed a PMP for an interstate project that garnered approval from INDOT and demonstrates our understanding of the elements required. Our plan is based on proven processes gained from experience by each of our individual team members that are then combined into one unified plan. Our PMP:

- Includes experienced, qualified personnel and significant resources and capacity to achieve and exceed project goals and objectives
- Lays out E&B Paving's project organization chart, decision-making philosophies and internal organization systems
- Places an emphasis on our rich history for producing award-winning quality projects and details policies and procedures for ensuring similar results for design, construction, and materials for this project
- Provides for transparency and clear and frequent communication in the interaction between the E&B Paving team, INDOT, emergency responders, and key stakeholders
- Details a Preliminary Project Baseline Schedule that includes early substantial completion



F. Addressing Community Relations and Interaction: E&B Paving understands the impact of proactive communication on building a positive project image and assisting the public in staying informed of a project that will impact their daily lives. We will implement the Public Involvement Plan developed as part of the PMP which will incorporate the following steps:

- a. Pre-Planning and Coordination with the INDOT Public Involvement Office
- b. Pre-Construction Public Information Meeting
- c. Implement the Incident Management Plan with input from affected emergency responders
- d. Provide timely notice of road or lane closures, emergency situations, or restrictions
- e. Develop Social Media for the INDOT website and email distribution lists
- f. Create informational maps or displays and other collateral material as needed

G. Environmental Sensitivity: Our environmental management team members are experienced, proven professionals that have gained tremendous experience working on large new terrain projects. They will manage the environmental compliance and permitting of the Project to minimize environmental impacts and protect the built and natural environment. Our team includes Lambda Mort, a consultant who will serve independently as our Storm Water Quality Control Manager. An Environmental Compliance and Mitigation Plan (ECMP) to ensure approvals are received and all commitments are kept will be developed and implemented by our team. Specific goals of the ECMP include, in part:

- Complete the project with zero non-compliance of environmental permit requirements
- Create and implement tools to clearly communicate environmental compliance responsibilities for all involved parties
- Provide environmental training for all on-site workers prior to them working on-site
- Identify and implement maintenance and corrective actions necessary to maintain environmental compliance

Safety: Led by our Health and Safety Manager, Mark Michael, E&B Paving's safety team includes every employee. We provide our employees with the tools necessary to become active and informed members in the safety process. We have committed a Safety Director, Melony Geary, to this project. The E&B Paving Environmental Health and Safety Dashboard (EHS Safety Dashboard) is a tool used to ensure safety is being monitored with Real Time Information. EHS Safety Dashboard monitors trends in safety incidents so that focused training can be developed to target needed training to prevent future incidents. E&B Paving provides access to this important tool to all of our employees and will provide that same access to INDOT on this project.

SIX STEP SAFETY PROGRAM

1

TRAINING

3

PRE-HAZARD
ASSESSMENT

5

REVIEW DAILY
PERFORMANCE

2

PROJECT
PLANNING

4

MONITOR ONSITE
ACTIVITY

6

ROOT CAUSE
ANALYSIS

Our construction team is trained and credentialed with all foremen and key personnel 30 hr OSHA certified, all foremen Traffic Control Supervisor certified and First Aid CPR certified and all grade and pipe foremen are Competent Person certified in Excavation and Trenching. Additionally, mandatory Safety Orientation training will be provided to all on-site workers. This training will be mandatory to subcontractor workers too and will teach them our Six Step Safety Program. We believe it would be very beneficial and a value for INDOT's project site employees to attend the safety training as well.

Traffic Management: The Traffic Management Plan (TMP) was developed to provide maximum protection to construction workers, INDOT personnel and representatives, and the traveling public. After evaluating multiple options for the method of construction to use for traffic control, we determined that utilizing two runs of temporary concrete barrier wall and not placing traffic in a counter flow alignment would indeed maximize protection.

E&B Paving's TMP includes the following elements:

- Two lanes of traffic maintained at all times on I-65 except during temporary night time closures
- A construction phase approach that will not split directional traffic at any time during the construction process
- A unique Construction Access Gate to provide our material delivery trucks the opportunity to accelerate and decelerate into and out of the construction zone with as little impact to the motoring public as possible
- Public information coordination procedures that work with our Public Involvement Plan
- Special consideration of the impact to the communities living and working near the project limits
- Temporary Traffic Control Plan
- Work Vehicle Control Plan
- Incident Management Plan

Construction Staging: E&B Paving's construction staging is planned in an effort to minimize impacts to motorists and the surrounding communities. To limit the number of traffic shifts, our sequencing plan implements three larger areas for work to be completed, each during a construction season, resulting in longer, but fewer, work zones. We have sequenced work between the three areas (1, 2, and 3) to provide optimal construction and traffic flow efficiency. Phasing within each area has been designed to maximize the amount of work completed during each traffic shift, again, to minimize the impact on the motoring public.

- H. Exceeding the DBE:** E&B Paving held a DBE Outreach event on March 29, 2017 attended by 24 people from 16 different companies. The exciting outcome of the event resulted in E&B Paving meeting new minority and women businesses. These new relationships, in addition to our existing staple of proven DBE firms, has solidified E&B Paving's commitment to exceed the established DBE goals by \$1 million. Currently, we have identified six companies that attended the Outreach event for meaningful work on this project.



I. Innovative Concepts and Approved ATCs: Our proposal contains many innovative concepts including our pavement design, maintenance of traffic, and ATCs.

Our Proposal discusses and identifies added value elements for INDOT with this symbol.



SUMMARY TABLE OF ADDED VALUE STATEMENTS INCLUDED IN PROPOSAL

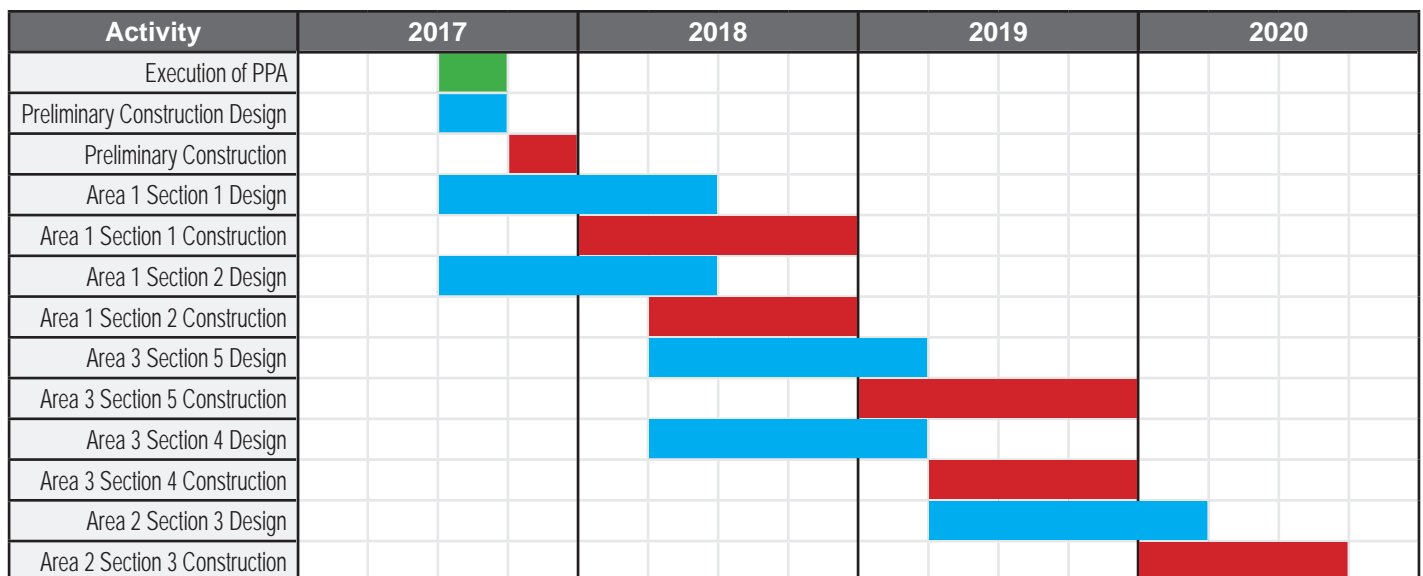
- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ E&B Paving will self-perform all major construction. | ✓ E&B Paving's construction sequencing reduces the risk of bridge construction delays due to weather by maximizing their duration for construction. |
| ✓ E&B Paving secured accounts with Twitter and FaceBook to link to the public for better information sharing. | ✓ E&B Paving's MOT will provide positive protection to the traveling public, INDOT, and workers for the majority of construction. This will increase safety. |
| ✓ E&B Paving will substantially complete the Project 44 days early. | ✓ E&B Paving is not using the Level One Design Exception for MOT shoulder width from US 50 to SR 58. |
| ✓ E&B Paving's use of unpaved and paved haul roads will improve the integrity of the mainline subgrade and deliver a higher quality end product. | ✓ E&B Paving's MOT traffic running on proposed pavement are on full depth PCCP shoulders. No damage occurs on the shoulders and the shoulders are there for future use. |
| ✓ E&B Paving will exceed the DBE goal by a minimum of \$1 million. | ✓ E&B Paving advanced bridge phasing allows median bridge construction to be separated from the critical path and completed early. This approach reduces the risk to our team and INDOT |
| ✓ E&B Paving held a DBE Outreach event on March 29, 2017 at the Holiday Inn in Seymour. The event was attended by 16 companies of which six are planned for significant work on the project. | ✓ E&B Paving's ATC No. 3 reduces environmental impacts through using the recycled asphalt as aggregate on the project rather than as off-site waste. |
| ✓ E&B Paving has added to our team a Key Personnel from a DBE firm. Lambda Mort runs a DBE firm providing environmental services. | ✓ E&B Paving's ATC No. 4 significantly reduces the environmental impacts of pier construction for the East Fork of White River. |
| ✓ E&B Paving is one of the most awarded contractors for concrete paving in the state of Indiana. | ✓ E&B Paving's Access Gate allows construction traffic to enter and exit the work area at workzone speeds increasing safety of the traveling public, INDOT, and workers. |
| ✓ E&B Paving's Environmental Health and Safety Dashboard will be accessible to INDOT and provide automatic notifications of any incident alert on the project site. | ✓ E&B Paving's removed concrete pavement will be repurposed by local land owners. |
| ✓ E&B Paving will provide INDOT with full depth PCCP shoulders matching mainline pavement. | ✓ E&B Paving's lane shift and crossover taper rates will exceed the requirements of the Indiana Design Manual. |
| ✓ E&B Paving is committed to lowering the initial mainline I-65 concrete pavement's international roughness index (IRI) to 60. | ✓ E&B Paving's MOT increases driver expectancy by keeping traffic together with counter-flow lanes. |
| ✓ E&B Paving is committed to using superior aggregate materials with improved Coefficient of Thermal Expansion (CTE) for our mainline I-65 concrete pavement. | ✓ E&B Paving eliminated the lane shifts entering and exiting bridges described in the RID documents. |
| ✓ E&B Paving's ATC No. 2 uses Kentucky Barrier which decreases installation time for more safety to the traveling public. | ✓ E&B Paving will hold the existing outside edge of shoulder and construct the new pavement to the inside which will reduce the environmental impact. |
| ✓ E&B Paving's I-65 mainline PCCP pavement exceeds the ESAL requirements of the Technical Provisions. | |



J. Approach to Working with INDOT, the Department and Third Parties: E&B Paving encourages the use of the Partnering Process on this project. Open, clear, and timely communications are the key to a successful project for all parties involved. Daily, weekly, bi-weekly, and monthly meetings are proposed for specific purposes to ensure that the E&B Paving team, subcontractors, INDOT, and key stakeholders have ample opportunities to provide input, gather information, and stay abreast of the project.

Conflict Resolution: Successful conflict resolution begins with trust. Trust is built by first clearly saying what you are going to do and then doing exactly what you said. E&B Paving will work with INDOT and other Key Stakeholders to create relationships that will promote an environment that allows this to happen. This process will begin with the negotiation of the PPA and will continue through the final project acceptance.

K. Conceptual Project Schedule: A detailed preliminary baseline schedule has been completed and included in the Appendix of Volume 2. The preliminary baseline schedule demonstrates our team's construction sequence and milestones to be achieved. E&B Paving is committed to delivering substantial completion 44 days early.



 Start
 Design
 Construction



Roles of Equity Members and Major Participants and Shares of Ownership of Any Joint Venture or Other Entities

Company	Role	Share of Ownership in other JV or Entities
Equity Members		
E&B Paving, Inc	Major Participant Lead Contractor	N/A
Major Participant		
United Consulting Engineers, Inc.	Lead Engineer	N/A

Relationship between Equity Members and Major Participants and Financially Responsible Parties

Company	Related Guarantors and Financially Responsible Parties	Relationship
Equity Members		
E&B Paving, Inc	N/A	N/A
Major Participants		
United Consulting Engineers, Inc.	N/A	N/A



FORM A

INDIANA DEPARTMENT OF TRANSPORTATION I-65 SOUTHEAST INDIANA PROJECT INSTRUCTIONS TO PROPOSERS

PROPOSAL LETTER

PROPOSER: E&B PAVING, INC.

Proposal Date: April 27, 2017

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 December 28, 2016, to design and build the I-65 Southeast Indiana 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] ***[if Proposer team's equity members have not formed the Proposer entity, then leave in words "jointly and severally..." and delete the brackets. Otherwise delete the entire phrase. The bracketed are "jointly and severally..." language applies until a Proposer entity is formed, in which case, it will not apply unless the Design-Build Contractor is a joint venture or partnership]:***

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: Larry Canterbury and Tony Evans

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
- Price Proposal

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

Addenda issued:

January 23, 2017

February 20, 2017

March 10, 2017

March 24, 2017

[]

Responses issued

January 26, 2017

February 20, 2017

March 10, 2017, Revised April 10, 2017

March 28, 2017

March 31, 2017

April 4, 2017

[]

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 SharePoint system, 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:

286 West 300 North
(No.) (Street) (Floor or Suite)

Anderson IN 46012 USA
(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: Indiana

[Insert appropriate signature block from following pages]

1. Sample signature block for corporation or Limited Liability Company:

E&B Paving, Inc.

By:  _____

Print Name: Larry Canterbury _____

Title: President _____

2. Sample signature block for consortium, partnership or any other form of joint venture:

[Insert the Proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

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).

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CONFIDENTIAL

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CONFIDENTIAL

Redacted per IC 5-14-3-4

CONFIDENTIAL

Mort Environmental, LLC
Bloomfield, Indiana

Authority to Bind Mort Environmental, LLC

The following officer of Mort Environmental, LLC, an Indiana Corporation, is the sole person authorized to execute contracts, agreements, or similar documents as binding upon the corporation. In accordance with the Bylaws of the corporation, the binding of the corporation in a Professional Service Contract or Agreement requires execution by this authorized officer.

1. Lambda Mort, CPSS, CPSC, CESSWI, President

IN WITNESS WHEREOF, I certify this is in compliance with the Articles of Incorporation, Bylaws, and Agreements currently in force for Mort Environmental, LLC as of this date.

Lambda Mort

Lambda Mort, CPSS, CPSC, CESSWI

President

January 17, 2017

Date:



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

Authority to Bind Alt & Witzig Engineering, Inc.

Robert M. Rose, Sr. Project Manager, has been authorized to execute contracts, agreements or similar documents as binding to the corporation.

IN WITNESS WHEREOF, I certify this document is in compliance with the Articles of Incorporation, Bylaws, and Agreements currently in force for Alt & Witzig Engineering as of this date.

David Witzig

Vice President

Date

Offices:

Cincinnati • Dayton, Ohio
Indianapolis • Evansville • Fort Wayne • Lafayette • South Bend • Terre Haute, Indiana

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*

Operating Agreement

Mort Environmental, LLC, an Indiana Limited Liability Company

THIS OPERATING AGREEMENT of Mort Environmental, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Indiana limited liability company under the Indiana Business Flexibility Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Indiana. The Members hereby adopt and approve the articles of organization of the Company filed with the Indiana Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Indiana Business Flexibility Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Indiana Business Flexibility Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Indiana Business Flexibility Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Indiana Business Flexibility Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Indiana Business Flexibility Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Indiana Business Flexibility Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Indiana Business Flexibility Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Indiana Business Flexibility Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable

period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Indiana Business Flexibility Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Indiana Business Flexibility Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least 2/3 of the Voting Interest of the Company to dissolve the Company;
- (ii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated

the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iii) The sale or transfer of all or substantially all of the Company's assets;
- (iv) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Indiana law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Indiana law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Indiana Business Flexibility Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or

among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Indiana Business Flexibility Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Indiana. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: January 17, 2017

Lambda Mort
Signature of Lambda Mort

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Lambda Mort Address: 6496 S. Doans Road Bloomfield, Indiana 47424		100%

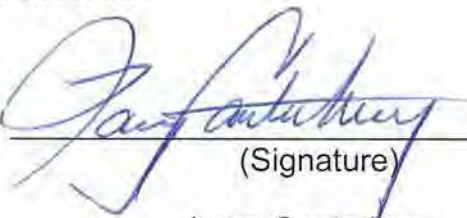
FORM B-1

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)
E&B Paving, Inc. 286 W. 300 N Anderson, IN 46012 Larry Canterbury (765) 643-5358 (765) 643-0699 Larry.canterbury@ebpaving.com	Proposer	Attached	Paving, grading, bridge, and project management.

The above information is true, correct and accurate.

Executed April 27, 2017.



(Signature)

Larry Canterbury
(Name Printed)

President
(Title)

E&B Paving, Inc.
(Proposer)

INFORMATION ABOUT PROPOSER ORGANIZATION

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.

[illegible][illegible]

- _____:
- 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.

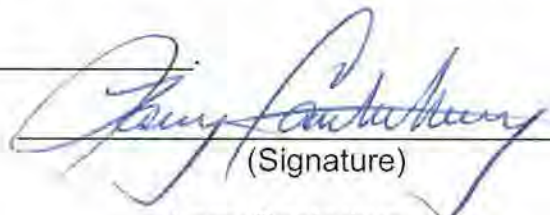
INDOT Certification of Qualification

- 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)
- (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.

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

Executed April 27, 2017


(Signature)

Larry Canterbury
(Name Printed)

President
(Title)

E&B Paving, Inc.
(Proposer)

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

January 18, 2017

TO

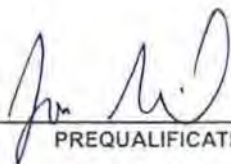
E & B PAVING INC

ANDERSON, 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 February 1, 2017 Thru January 31, 2018

AGGREGATE	SUNLIMITED
0085 CLEAN/SEAL CRACKS/JOINTS: PCCP/HMA PVMIT	\$50,000,000
0194 PAVEMENT SEALING MICROSURFACING	\$50,000,000
0230 PVMIT GRVING SCARIFICATION RUMBLE STRIPS	\$50,000,000
0284 RECYCLING CONCRETE PAVEMENT	\$50,000,000
0286 RECYCLING ASPHALT PAVEMENT	\$50,000,000
0288 PAVEMENT SEALING: SLURRY, FOG AND CHIP	\$50,000,000
0290 SEWER AND PIPE CLEANING AND LINING	\$5,000,000
A(A) CONCRETE PAVEMENT, GENERAL	SUNLIMITED
A(B) CONCRETE PAVEMENT, LIMITED	SUNLIMITED
B(A) ASPHALT PAVING: CERT HMA PLANT	SUNLIMITED
C(A) HEAVY GRADING	\$75,000,000
C(B) LIGHT GRADING	\$75,000,000
D(A) HWY OR RR BRIDGES OVER WATER	\$75,000,000
D(B) HWY OR RR BRIDGES OVER HIGHWAYS	\$75,000,000
D(C) HWY/RR BRIDGES REQ RR TRACK PROTECTION	\$75,000,000
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	\$50,000,000
E(F) SURFACE MASONRY AND MISC CONCRETE	\$50,000,000
E(Q) CONCRETE PAVEMENT REPAIRS	\$50,000,000
E(R) ROAD MILLING	\$50,000,000
E(T) DEMOLITION	\$50,000,000



PREQUALIFICATION ENGINEER




for COMMISSIONER

PREQUALIFICATION WORKSHEET

PRINTED: 1/18/2017
PQA APPROVED: 1/9/2017

ACCT: # 35-1139301 ALT ACCT: # 1132 NEW? SUPP?
NAME: E & B PAVING INC

APPROVED BY: 
DATE: 1/10/2017

September 30, 2016	CURRENT	FIXED	EQUIPMENT
ASSETS REPORTED	\$89,446,075.00	\$47,486,574.00	\$15,106,151.00
LIABILITIES REPORTED	(\$50,489,333.00)	(\$25,361,817.00)	
NET ASSETS REPORTED	\$38,956,742.00	\$22,124,757.00	\$15,106,151.00

VALID: 2/1/2017

EXPIRES: 1/31/2018

DENIAL DATE:

DENIAL REASON:

07 OMIT AFFILIATES	(\$202,258.00)	\$0.00	\$0.00
07 TO 16 LONG TERM	(\$9,936,134.00)	\$9,936,134.00	\$0.00
11 OMIT INTANGIBLES	(\$77,227.00)	\$0.00	\$0.00
11 OMIT NO DETAIL	(\$17,512.00)	\$0.00	\$0.00
11 TO 16 LONG TERM	(\$1,133,542.00)	\$1,133,542.00	\$0.00
16 OMIT AFFILIATES	\$0.00	(\$2,350,142.00)	\$0.00
16 OMIT INTANGIBLES	\$0.00	(\$7,984,646.00)	\$0.00

NET FIXED ASSETS \$0

NET FIXED ASSETS EQUIPMENT \$0

NET ACCEPTABLE ASSETS \$27,590,069 \$22,859,645 \$15,106,151

RATING FACTORS X 10 X 2 X 8

RATING COMPONENTS \$275,900,690 \$45,719,290 \$120,849,208

X 1.5 - \$120,849,208

MAXIMUM EQUIPMENT \$413,851,035 \$0

\$120,849,208 8.00

+ \$275,900,690 \$0

\$396,749,898 + \$22,859,645

X 0.25 X 2

MAXIMUM FIXED \$99,187,475 ADJ. FIXED \$45,719,290

COMPONENT	RATING
CURRENT	\$275,900,690.00
FIXED	\$45,719,290.00
EQUIPMENT	\$120,849,208.00
MAXIMUM BALANCE	\$442,469,188.00

STATEMENT TYPE: AUDITED

EXPER. REDUCTION 0%

AGGREGATE UNLIMITED

B(A) UNLIMITED

E(E) \$50,000,000

E(F) \$50,000,000

E(T) \$50,000,000

0290 \$5,000,000

0085 \$50,000,000

0286 \$50,000,000

C(B) \$75,000,000

D(A) \$75,000,000

D(B) \$75,000,000

D(C) \$75,000,000

C(A) \$75,000,000

A(A) UNLIMITED

A(B) UNLIMITED

E(Q) \$50,000,000

0284 \$50,000,000

0194 \$50,000,000

0230 \$50,000,000

E(R) \$50,000,000

0288 \$50,000,000

BALANCE SHEET ANALYSIS

CURRENT ASSETS:	\$89,446,075	CURRENT RATIO:	1.772
INVENTORY:	\$7,045,099	QUICK RATIO:	1.632
CURRENT LIABILITIES:	\$50,489,333	WORKING CAPITAL:	\$38,956,742
LONG TERM LIABILITIES:	\$25,361,817	DEBT/NET WORTH:	0.996
NET WORTH:	\$76,187,650		
TOTAL LIABILITIES:	\$75,851,150		

NOTES:

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 E&B Paving, Inc.

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)
United Consulting Engineers, Inc. Michael Rowe 1625 N. Post Road Indianapolis, IN 46219 (317) 895-2585 (317) 895-2596 michaelr@ucindy.com	1625 N. Post Road Indianapolis, IN 46219	8.2, 9.2, 5.2, 5.6, 6.1, 10.1, and 10.3	Lead Engineering Firm	Yes
Alt & Witzig Engineering, Inc. Dave Harness 4105 W. 99 th Street Carmel, In 46032 (317) 875-7000 (317) 876-3705 dharness@altwitzig.Com	4105 W. 99 th Street Carmel, IN 46032	7.1	Geotechnical Engineering Services	No

Mort Environmental LLC Lambda Mort 6496 S. Doans Road Bloomfield, IN 47424 (812) 699-2872 No Fax Lambda13@att.net	6496 S. Doans Road Bloomfield, IN 47424	N/A	Storm Water Quality Control Manager	No
-------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------	-----	-------------------------------------	----

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

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 May 3, 2017.


(Signature)

Larry Canterbury
(Name Printed)

President

(Title)

E&B Paving, Inc.

(Proposer)

LETTER ACCEPTING JOINT & SEVERAL LIABILITY

Letter Accepting Joint & Several Liability is not applicable.



FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

PROPOSER'S NAME: E&B Paving, Inc.

NAME OF ENTITY

PROVIDING THIS FORM: E&B Paving, Inc.

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For a limited partnership, Equity Member means the general partners only.

The term "**affiliate**" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America. For a limited partnership, Equity Member means the general partners only.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ☐ No ☒

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

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

Executed April 27, 2017


(Signature)

Larry Canterbury
(Name Printed)

President
(Title)

E&B Paving, Inc.

FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

PROPOSER'S NAME: E&B Paving, Inc.

NAME OF ENTITY

PROVIDING THIS FORM: United Consulting Engineers, Inc.

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection. For a limited partnership, Equity Member means the general partners only.

The term "**affiliate**" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFQ) in North America. For a limited partnership, Equity Member means the general partners only.

Within the past ten years (measured from the date of issuance of the RFQ), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

- a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ☐ No ☒

- b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ____ No X

- e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes ____ No X

- f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- j) Performed or managed a construction project that involved repeated or multiple failures to comply with safety rules, regulations, or requirements?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

- k) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No X

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

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

Executed April 27, 2017

Michael Rowe

(Signature)

Michael Rowe

(Name Printed)

Vice President

(Title)

United Consulting Engineers, Inc.

FORM D
INDUSTRIAL SAFETY RECORD
FOR PROPOSER, EQUITY MEMBERS AND MAJOR PARTICIPANTS

PROPOSER'S NAME: E&B Paving, Inc.

NAME OF TEAM MEMBER: E&B Paving, Inc.

ROLE OF TEAM MEMBER: Proposer

This form shall be filled out separately and provided for the Proposer, each Equity Member and each Major Participant of Proposer's team that has undertaken work in the United States and will perform or supervise construction and installation Work for the Project, and including information for any entity affiliated with such team member that has undertaken work in the United States. Information must be provided with regard to all construction, installation and integration work undertaken in the United States (including the State of Indiana) by the entity, with separate statistics relative to the State of Indiana. For team members that are members of joint ventures, information as to the joint venture shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which INDOT may require for evaluating the safety record.

For purposes of this form, the term "affiliated" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFQ) have engaged in business or investment in the United States. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years in the United States.

	2013	2014	2015	2016	2017
1) Total Hours Worked (in thousands)					
Nationwide:	888.9	1,447.0	1634.5	1714.2	56.5
Indiana:	888.9	1,447.0	1634.5	1714.2	56.5
2) Number of fatalities:*					
Nationwide:	0	0	0	1	0
Indiana:	0	0	0	1	0
3) Number of lost workdays:*					
Nationwide:	130	62	28	149	0
Indiana:	130	62	28	149	0
4) Number of lost workdays* cases:					
Nationwide:	9	9	6	6	0
Indiana:	9	9	6	6	0
5) Number of injury/illness* cases:					
Nationwide:	18	45	45	46	0
Indiana:	18	45	45	46	0
6) Number of days of* restricted work activity due to injury/illness:					
Nationwide:	417	874	711	450	0
Indiana:	417	874	711	450	0

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
7) Incidence Rate**					
Lost Workday Cases	4.05	6.22	5.51	5.37	0
Nationwide:	4.05	6.22	5.51	5.37	0
Indiana:					
Days Lost	2.7	4.15	3.92	3.03	0
Nationwide:	2.7	4.15	3.92	3.03	0
Indiana:					
8) Worker's Compensation					
Experience Modifier	0.98	0.91	0.98	0.79	0
Nationwide:	0.98	0.91	0.98	0.79	0
Indiana:					

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Indiana that the information is true and accurate within the limitation of those records.

Executed April 27, 2017

E&B Paving, Inc.

Name of Company (Print)

286 W. 300 N.

Address

Anderson

City

IN, 46012

State and ZIP Code

(765) 643-5358

Telephone Number

(or international address, if applicable)



Signature

President
Title

FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: E&B Paving, Inc.

Key Personnel Assignment	Name of Individual Assigned and Employer
Project Manager	Scott O'Neil
Construction Manager	Franz Hardesty
Construction Superintendent	Steve Parr
Lead Engineer	Brian Pierson
Storm Water Quality Manager	Lambda Mort
Design Quality Manager	Chris Hammond
Maintenance of Traffic Manager	Lori Pelleman
Utility Coordinator (Certified INDOT Utility Coordinator)	Steve Passey
Environmental Compliance Manager	Jeff Woodard
Public Involvement Manager	Scott O'Neil

Proposer's Name: E&B Paving, Inc. (the "Proposer")

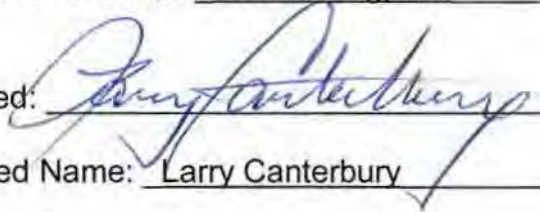
Employer's Name: United Consulting Engineers, Inc. (the "Employer")

Employer's Name: Mort Environmental, LLC. (the "Employer") [Note: duplicate as necessary to ensure all employers execute]

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: E&B Paving, Inc.

Signed: 

Printed Name: Larry Canterbury

Title: President

Employer's Name: United Consulting Engineers, Inc.

Signed: 

Printed Name: Michael Rowe

Title: Vice President

Date: _____

Employer's Name: Mort Environmental, LLC.

Signed: 

Printed Name: Lambda Mort

Title: President

Date: April 21, 2017



INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, IN 47274

PHONE: (812)524-3752
FAX: (812)-522-7658

Eric Holcomb, Governor
Joe McGuinness, Commissioner

Redacted per IC 5-14-3-4

CONFIDENTIAL

Redacted per IC 5-14-3-4

CONFIDENTIAL



INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, IN 47274

PHONE: (812)524-3752
FAX: (812)-522-7658

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CONFIDENTIAL



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Seymour, IN 47274

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Joe McGuinness, Commissioner

Redacted per IC 5-14-3-4

CONFIDENTIAL

Redacted per IC 5-14-3-4

CONFIDENTIAL

Redacted per IC 5-14-3-4

CONFIDENTIAL

Redacted per IC 5-14-3-4

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CONFIDENTIAL

Redacted per IC 5-14-3-4

CONFIDENTIAL

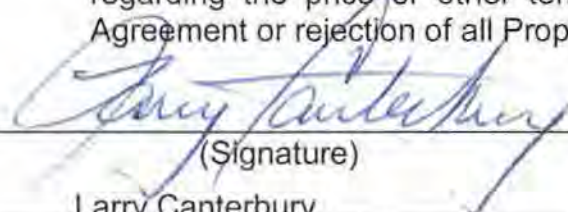
FORM F

NON-COLLUSION AFFIDAVIT

STATE OF Indiana)
COUNTY OF Hancock) SS:

Each of the undersigned, being first duly sworn, deposes and says that:

- A. Larry Canterbury is the President of E&B Paving, Inc., which entity(ies) is the Lead Construction Firm of E&B Paving, Inc., the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against INDOT or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.


(Signature)
Larry Canterbury
(Name Printed)
President
(Title)

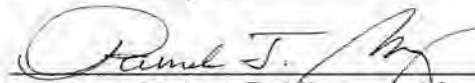
(Signature)

(Name Printed)

(Title)

Subscribed and sworn to before me this 27th day of April, 2017.




Notary Public in and for
said County and State

[Seal]

My commission expires: May 8, 2024 .:

[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

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: 7%

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 reprourement of the Agreement for the Project.

Larry Canterbury

[Name]

President

[Title]



April 27, 2017

Indiana Department of Transportation
100 North Senate Ave.
Indianapolis, IN 46204
Attention: Ms. Silvia Perez

RE: E & B Paving, Inc.
Proposal to Design and Construct the I-65 Southeast Indiana
Project through a Public-Private Agreement

To Whom It May Concern:

This letter is being provided pursuant to Section 3.2.9 of Exhibit B to the Instructions to Proposers ("ITP") issued by the Indiana Department of Transportation for the I-65 Southeast Indiana Project, as amended. Defined terms used in this letter have the meanings ascribed to them in the ITP.

E & B Paving, Inc., 286 W 300 N, Anderson, IN 46012, is a highly regarded surety bonding client of Continental Casualty Company. Continental Casualty Company is authorized to transact the business of suretyship in the State of Indiana, appears on the current list of the Treasury Department of the United States Circular 570 as acceptable sureties on Federal contracts and has an A.M. Best Rating and Financial Size Category as follows:

Continental Casualty Company – A (Excellent); Category XV

The agent for E & B Paving, Inc. is AssuredPartners of Indiana, LLC located at 10401 N. Meridian St., Suite 300, Indianapolis, IN 46290.

Continental Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, has confirmed it has not defaulted on any obligation within the past ten years (as measured from the date of issuance of the RFQ). Notwithstanding the foregoing, from time to time certain obligees and or claimants may have alleged or asserted that Continental Casualty Company was in default of one or more of their alleged obligations under a surety bond. Continental Casualty Company's position is that such allegations have stemmed from good faith disputes over the timing or scope of the underlying obligation, or in some cases whether an obligation even existed. In such cases the company has fairly and timely discharged their obligations, as they have been determined whether judiciously, voluntarily or by some other means.

E & B Paving, Inc. is capable of obtaining a Payment Bond (or Bonds) and a Performance Bond (or Bonds) for the I-65 Southeast Indiana Project. Continental Casualty Company has reviewed the PPA documents, including Section 8 of the PPA, and is prepared to issue the Performance Bond(s) and Payment Bond(s) in the forms and amounts required by the PPA to E & B Paving, Inc. guaranteeing the fulfillment of its obligations related to the I-65 Southeast Indiana Project. Continental Casualty Company has read the RFP (including the ITP), any and all addenda and evaluated the respective backlog and works-in-progress of E & B Paving, Inc. in determining such entity's bonding capacity.


Naturally, Continental Casualty Company, as surety, reserves the right to reasonably approve any material adverse changes made to the PPA or the Technical Provisions following the date of this letter, other than any change orders and any changes or information reflected in the Proposal, as of the date of April 27, 2017 such as ATCs and Proposer commitments. The commitment in this letter is subject to the award and execution of the PPA and issuance of NTP under the PPA. This letter is not a bid bond or a performance bond.

We have full confidence that E & B Paving, Inc. has the necessary financial and operational abilities to successfully complete this project, and we are pleased to furnish this recommendation.

Signed, Sealed and Dated this 27th day of April, 2017.

Yours very truly,

Continental Casualty Company



Eric M. Wahlstrom
Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Eric M. Wahlstrom, Robert M. Rutigliano, Brian T. Morton, Terry R. Hurst, Christina Marie Schmitter, Tia A. Boice, Tina N. Senefeld, David M. Olinger, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 20th day of October, 2016.



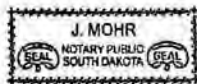
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of October, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 27th day of April, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

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".

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.

E&B Paving, Inc. currently retains Ice Miller LLP for various legal services, none of which are related to this project.

United Consulting Engineers, Inc. has multiple contracts with BLN, LLC as both the prime consultant and a subconsultant. United Consulting Engineers, Inc. has multiple contracts with Cultural Resource Analysts, Inc. and Green 3, LLC.

Neither United Consulting Engineers, Inc. nor E&B Paving, Inc. had working relationships with any of the RFP preparers on the I-65 Southeast Indiana project for the purposes of preparing our proposal and will not utilize any person with an organizational conflict of interest for services during the project delivery.

2. Explanation

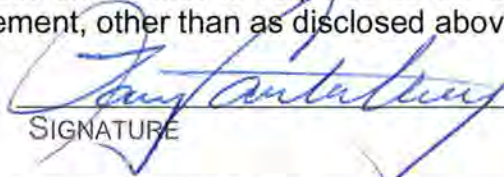
In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

E&B Paving, Inc. and United Consulting Engineers, Inc. have been instructing staff throughout this process prohibiting them from receiving any advice or discussing any

aspect relating to the project or procurement of the project with any person with an organizational conflict of interest.

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

LARRY CANTERBURY
NAME

PRESIDENT
TITLE

E&B PAVING, INC.
COMPANY NAME

Dated as of: May 3, 2017

FORM R

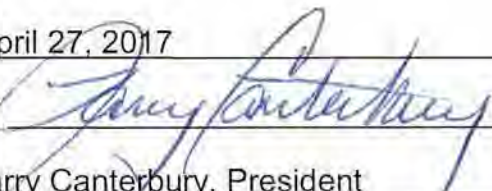
BUY AMERICA CERTIFICATION

(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: April 27, 2017

Signature: 

Title: Larry Canterbury, President

Proposer's Name: E&B Paving, Inc.

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 E&B Paving, 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: Larry Canterbury, President

Date: April 27, 2017

If not Proposer, relationship to Proposer: _____

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 United Consulting Engineers, 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: Michael Rowe

Title: Michael Rowe, Vice President

Date: April 27, 2017

If not Proposer, relationship to Proposer: Lead Engineering 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 Mort Environmental., 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: Lambda Mort

Title: Lambda Mort

Date: May 3, 2017

If not Proposer, relationship to Proposer: 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 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 Alt & Witzig Engineering, 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: Sr. Project Manager

Date: May 3, 2017

If not Proposer, relationship to Proposer: Subconsultant

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

The undersigned Proposer X Major Participant 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: April 27, 2017

Firm/Entity: E&B Paving, Inc.

Signature: 

Title: Larry Canterbury, President

Proposer: E&B Paving, Inc.

[Copy this form and modify as needed for execution by Proposer, Major Participants, and all proposed Subcontractors.]

FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned Proposer _____ Major Participant X 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: April 27, 2017

Firm/Entity: United Consulting Engineers, Inc.

Signature: Michael Powe

Title: Vice President

Proposer: E&B Paving, Inc.

[Copy this form and modify as needed for execution by Proposer, Major Participants, and all proposed Subcontractors.]

FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned Proposer ____ Major Participant ____ proposed Subcontractor X 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: May 3, 2017

Firm/Entity: Mort Environmental

Signature: Lambda Mort

Title: President

Proposer: E&B Paving, Inc.

[Copy this form and modify as needed for execution by Proposer, Major Participants, and all proposed Subcontractors.]

FORM T

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATE

The undersigned Proposer ____ Major Participant ____ proposed Subcontractor X 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: May 3, 2017

Firm/Entity: Alt & Witzig Engineering, Inc.

Signature: 

Title: Sr. Project Manager

Proposer: E&B Paving, Inc.

[Copy this form and modify as needed for execution by Proposer, Major Participants, and all proposed Subcontractors.]

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: April 27, 2017

Proposer: E&B Paving, Inc.

Signature: 

Title: Larry Canterbury, President



10401 N. Meridian Street, Suite 300
Indianapolis, IN 46290
(317) 844-7759 Office Phone
(317) 844-9910 FAX

March 29, 2017

**INDIANA DEPARTMENT OF TRANSPORTATION
I-65 SOUTHEAST INDIANA PROJECT**

PROPOSER: **E & B Paving, Inc.**

Proposal Date: April 27, 2017

RE: Project: I-65 Southeast Indiana Project
Section 9 Insurance

To whom it may concern:

We wish to confirm that AssuredPartners of Indiana, LLC has read the PPA Documents and insurance requirements set forth therein and that E & B Paving, Inc. is 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.

Further, we wish to confirm that AssuredPartners of Indiana, LLC will place all such insurance coverages for Proposer (should they become Design-Build Contractor).

Yours very truly,

AssuredPartners of Indiana

Carla J. Goodwin

Carla J. Goodwin
Vice President

cjg



E&BPAVI-31

T1CGOODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2017

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian Street, Suite #300 Indianapolis, IN 46290	CONTACT NAME:		
	PHONE (A/C, No, Ext): (317) 844-7759	FAX (A/C, No): (317) 815-6036	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
INSURED E & B Paving, Inc. 17042 Middletown Avenue Noblesville, IN 46060	INSURER B: National Fire Insurance Company of Hartford		20478
	INSURER C: American Zurich Insurance Company		40142
	INSURER D: American Guarantee & Liability Insurance Company		26247
	INSURER E: Travelers Casualty & Surety Company of America		19046
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GL0297843917	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONTRACTUAL LIA \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP297844017	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	42XSF30176402	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC297843817	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			AEC930102915	09/01/2016	09/01/2017	10,000,000
E	Excess Liability			ZUP31M1315916NF(16)	09/01/2016	09/01/2017	Limit 25,000,000

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

I-65 SOUTHEAST INDIANA PROJECT

CERTIFICATE HOLDER AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES, THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONSULTANTS ARE ADDITIONAL INSURED ON A PRIMARY BASIS FOR GENERAL LIABILITY (INCLUDING ONGOING AND COMPLETED OPERATIONS), AUTO LIABILITY, AND EXCESS/UMBRELLA LIABILITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE AFOREMENTIONED ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FOR GENERAL LIABILITY, AUTO LIABILITY, WORKERS COMPENSATION, AND UMBRELLA/EXCESS LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AssuredPartners
of Indiana

Meridian Plaza
10401 N. Meridian St., Suite 300
Indianapolis, 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



E&BPAVI-31

T1CGOODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2017

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

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

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian Street, Suite #300 Indianapolis, IN 46290	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(317) 844-7759	FAX (A/C, No): (317) 815-6036
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Catlin Specialty Insurance Company		15989
INSURED E & B Paving, Inc. 17042 Middletown Avenue Noblesville, IN 46060	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	CPL/ PROF		CPV2019420417	04/24/2016	04/24/2017	5,000,000

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

I-65 SOUTHEAST INDIANA PROJECT

CERTIFICATE HOLDER AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES, THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONSULTANTS ARE ADDITIONAL INSURED FOR CONTRACTORS POLLUTION LIABILITY; WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE AFOREMENTIONED ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FOR CONTRACTORS POLLUTION LIABILITY

CPL/PROF = CONTRACTORS POLLUTION/PROFESSIONAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

INDIANA DEPARTMENT OF TRANSPORTATION
100 NORTH SENATE AVENUE, IGCN 755
Indianapolis, IN 46204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AssuredPartners
of Indiana

Meridian Plaza
10401 N. Meridian St., Suite 300
Indianapolis, 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

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IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



P.O. Box 501130
Indianapolis, IN 46250
Phone 317-570-6945
Fax 317-579-6410
www.pdiins.com

April 14, 2017

INDIANA DEPARTMENT OF TRANSPORTATION

I-65 Southeast Indiana Project

PROPOSER: E&B Paving, Inc

PROPOSAL DATE: April 27, 2017

RE: I-65 Southeast Indiana Projects, Insurance

We wish to confirm that PDI has read the PPA documents and insurance requirements set forth therein and that United Consulting Engineers, Inc. is able to obtain and maintain professional liability insurance in the amounts required by the PPA Documents and can do so under the terms, and subject to the conditions, specified in Article 9 of the PPA.

Further, we wish to inform that United Consulting Engineers, Inc. has via endorsement to their current policy the required limits available to them when required by contract.

Sincerely,



Ken McComb
CEO

PROPOSER INFORMATION, CERTIFICATIONS, AND DOCUMENTS

CONFIDENTIAL CONTENTS INDEX

SECTION	DESCRIPTION	PAGE (S)
VOLUME 1	Authorization Documents	All Pages
	Letter and Copies of Pre-Proposal Submittals	All Pages
	Letters and Copies of ATCs	All Pages
VOLUME 1: APPENDICES	Copies of Organizational Documents	All Pages
	Executed Teaming Agreement	All Pages
	Executed Agreement for Design Services (Phase I)	All Pages
VOLUME 2	Figure 5.1-6: Current and Projected Workload and Backlog	Page 7
VOLUME 3	Form M: Summary Cost Table	All Pages

By: E&B Paving, Inc.

By:

Printed Name: Larry Canterbury

Title: President

Date: April 27, 2017



FORM O - Stipend Agreement

Please refer to information provided in separate Stipend Envelope.



FORM J - Proposal Security

Please refer to information provided in separate Proposal Security Envelope.

