

INTERNAL COPY

TECHNICAL PROPOSAL FOR I-65 / I-70 NORTH SPLIT PROJECT

March 10, 2020 • Submitted by:
Superior Construction Co., Inc.

VOLUME 3:
PROPOSAL SECURITY





EXHIBIT E

East Dayton
100' x 40' sign

EXHIBIT E

SUMMARY AND ORDER OF PROPOSAL CONTENTS

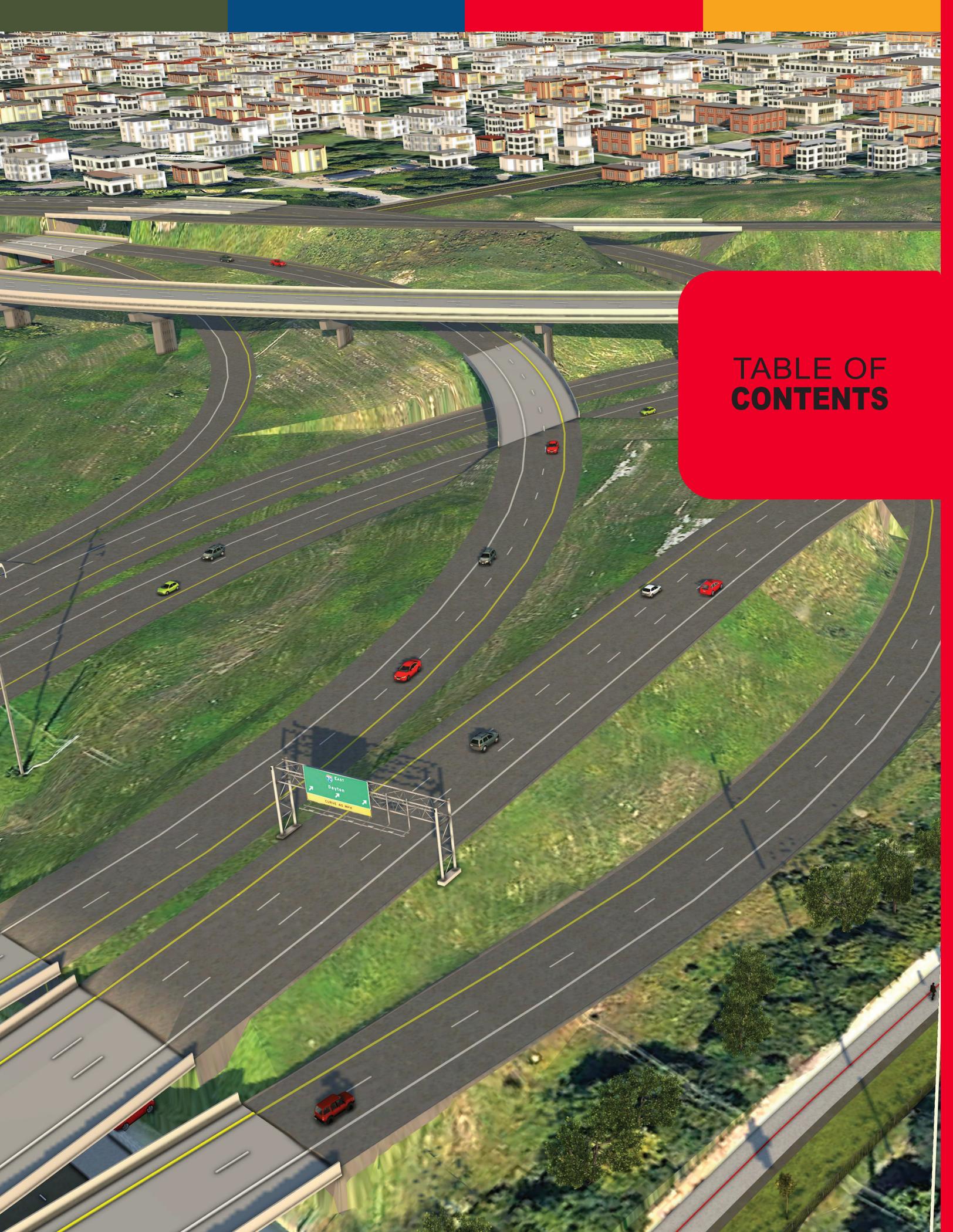
Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Volume 1		
A. Executive Summary		
Executive Summary (Exclude price information)	No forms are provided	<u>Exhibit B, Section 3.1</u>
B. Proposer Information, Certifications and Documents		
Proposal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

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Conflict of Interest Disclosure	<u>Form H</u>	<u>Exhibit B, Section 3.2.9</u>
Certification regarding Buy America	<u>Form Q</u>	<u>Exhibit B, Section 3.2.10</u>
Certification regarding Equal Employment Opportunity	<u>Form R</u>	<u>Exhibit B, Section 3.2.11</u>
Use of Contract Funds for Lobbying Certification	<u>Form S</u>	<u>Exhibit B, Section 3.2.12</u>
Debarment and Suspension Certification	<u>Form K</u>	<u>Exhibit B, Section 3.2.13</u>
Guarantor Commitment Letter	<u>Form P</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>
Preliminary DBE Project Plan	No forms are provided	<u>Exhibit B, Section 3.2.17</u>
Prequalification Identification	<u>Form U</u>	<u>Exhibit B, Section 3.2.19</u>
C. Proposal		
Stipend Agreement	<u>Form N</u>	<u>Exhibit B, Section 3.2.18</u>
Volume 2		
F. Preliminary Performance Plans		
Preliminary Project Management Plan	No forms are provided	<u>Exhibit B, Section 4.1</u>
Project Management Approach	No forms are provided	<u>Exhibit B, Section 4.1.1</u>
Preliminary Project Baseline Schedule Narrative	No forms are provided	<u>Exhibit B, Section 4.1.2(a)</u>
NTP + 180 Schedule Narrative	No forms are provided	<u>Exhibit B, Section 4.1.2(b)</u>

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Preliminary Quality Management Plan	No forms are provided	<u>Exhibit B, Section 4.1.3</u>
Safety and Environmental Management	No forms are provided	<u>Exhibit B, Section 4.1.4</u>
Public Information Plan	No forms are provided	<u>Exhibit B, Section 4.1.5</u>
Preliminary Design-Build Plan	No forms are provided	<u>Exhibit B, Section 4.2</u>
Preliminary Transportation Management Plan	No forms are provided	<u>Exhibit B, Section 4.2.1</u>
Bridge Structures, Retaining Walls, Sound Barriers and Other Structures	No forms are provided	<u>Exhibit B, Section 4.2.2</u>
Roadway Elements	No forms are provided	<u>Exhibit B, Section 4.2.3</u>
Utility Adjustment Work Elements	No forms are provided	<u>Exhibit B, Section 4.2.4</u>
Drainage Design and Culvert Replacement	No forms are provided	<u>Exhibit B, Section 4.2.5</u>
Total Project Duration	<u>Form L</u>	<u>Exhibit B, Section 4.3</u>
Maximum Closure Durations	<u>Form T</u>	<u>Exhibit B, Section 4.3</u>
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		
Technical/Design Drawings, Graphs and Data	No forms are provided	<u>Exhibit B, Section 2</u>
Key Personnel Resumes	No forms are provided	<u>Exhibit B, Section 3.2.5</u>

Technical Proposal – Volumes 1 and 2		
Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Landscape Architecture Firm Description	No forms are provided	<u>Exhibit B, Section 3.2.18</u>
Preliminary Project Baseline Schedule	No forms are provided	<u>Exhibit B, Section 4.1.2(a)</u>
I. NTP + 180 Schedule		
NTP + 180 Schedule (Narrative plus Schedule)	No forms are provided	<u>Exhibit B, Section 4.1.2(b)</u>
J. Railroad Coordination Bridge Plans		
Railroad Coordination Bridge Plans	No forms are provided	<u>Exhibit B, Section 4.2.2(d)</u>

Price Proposal – Volume 3		
Price Proposal Component	Form (if any)	ITP Section Cross-Reference
Volume 3		
A. Financial Capacity Information		
Material Changes in Financial Condition	No form provided	<u>Exhibit C, Section 2.1</u>
B. Proposal Security and Surety Information		
Proposal Security	<u>Form J</u> (if in the form of a bond); no forms provided for certified check	<u>Exhibit C, Section 3.1</u>
Surety Information	No forms are provided	<u>Exhibit C, Section 3.2</u>
C. Confidential Contents Index		
Confidential Contents Index	No forms are provided	<u>Exhibit C, Section 4</u>
D. Price Proposal Information		
Price Proposal Form	<u>Form I</u>	<u>Exhibit C, Section 5</u>
Summary Cost Table Form	<u>Form I-1</u>	<u>Exhibit C, Section 5</u>



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Dayton
→
CURVE 40 MPH



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Exhibit E

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Proposal Security



3.1 - PROPOSAL
BOND

FORM J

PROPOSAL BOND

Bond No. 001

KNOW ALL PERSONS BY THESE PRESENTS, that the Superior Construction Co., Inc., as Principal and Continental Casualty Company, as Surety or as Co-Sureties, each a [corporation] duly organized under the laws of the State of Indiana, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Indiana, are hereby jointly and severally held and firmly bound unto the Indiana Department of Transportation ("INDOT"), in the sum of \$15,000,000 (the "Bonded Sum"). This Bonded Sum reflects the total amount payable to INDOT by the Principal if it is identified as the apparent highest ranked proposer or awarded a contract based on its Proposal for the development, design and construction of the Project (the "Project"), for the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design and construct the Project through a Public-Private Agreement (the "Agreement"), which Proposal is incorporated herein by this reference and has been submitted pursuant to INDOT's Request for Proposals dated as of October 11, 2019, as amended or supplemented, (the "RFP"), in accordance with the Instructions to Proposers ("ITP") included in the RFP (initially capitalized terms not otherwise defined herein shall have the meaning set forth in the ITP);

NOW, THEREFORE:

1. The condition of this bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to INDOT as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "Co-Sureties") of notice of such forfeiture from INDOT:

(a) Principal's receipt of written notice from INDOT that either (i) no Agreement for the Project will be awarded by INDOT pursuant to the RFP, or (ii) INDOT has awarded an Agreement for the Project, has received the executed Agreement and other required documents, and does not intend to award the Agreement to Principal;

(b) Except as expressly provided otherwise in the RFP and/or agreed to by INDOT in writing, Principal's performance of its obligations, as set forth in the ITP, to achieve commercial close by the applicable deadline, as such deadline may be extended in accordance with the RFP; or

(c) If INDOT has not previously delivered notice of forfeiture hereunder, failure of INDOT to notify Principal that it is the Preferred Proposer within 270 days after the Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to INDOT the full Bonded Sum hereinabove set forth, as liquidated damages and not as a penalty, within ten days after occurrence of any occurrences in Section 4.7 of the ITP.

3. Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate INDOT for damages it will incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of INDOT's transportation improvement program, including with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including engineering, legal, accounting, overhead and other administrative costs). Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages that INDOT would incur as a result of Principal's failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal's costs and to avoid later Disputes over what amounts of damages are properly chargeable to Principal.

4. The following terms and conditions shall apply with respect to this bond:

(a) This Proposal Bond shall not be subject to forfeiture in the event that INDOT disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

(b) If suit is brought on this bond by INDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by INDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

(c) Any extension(s) of the time for award of the PPA that Principal may grant in accordance with the PPA or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

(d) Correspondence or claims relating to this bond should be sent to Surety at the following address:

Continental Casualty Company
Surety Department
151 N. Franklin Street
Chicago, Illinois 60606

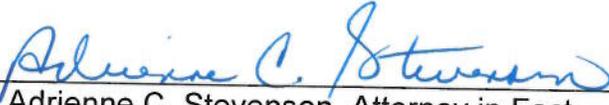
SIGNED and SEALED this 10th day of March, 2020

Principal Superior Construction Co., Inc.

By: 

Daniel J. Sopczak, President

Surety Continental Casualty Company

By: 
Adrienne C. Stevenson, Attorney in Fact

By: _____

Co-Surety

By: _____
Attorney in Fact

By: _____

By: _____

Co-Surety

By: _____
Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

Continental Casualty
Company

151 N. Franklin Street
Chicago, Illinois 60606

Illinois

STATE OF GEORGIA
COUNTY OF FULTON

I, Maria Concepcion a notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

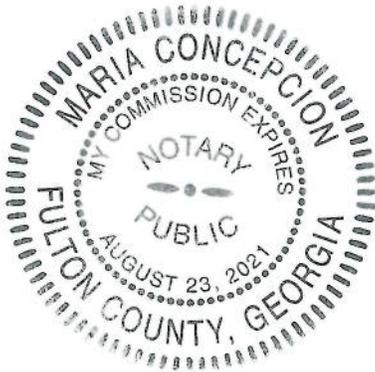
CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County,

this 10th day of March A.D. 2020

Maria Concepcion
Notary Public





Non-Resident Producer Individual
Life, Property and Casualty

ADRIENNE C STEVENSON
2400 PARKLAND DR NE UNIT 343
ATLANTA, GA 30324-7002

is authorized to transact business as described above

License No: 146659N Issue Date: 05-23-1986 Expiration Date: 03-31-2021

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<p>Indiana Department of Insurance</p> <p>THIS IS TO CERTIFY THAT</p> <p>ADRIENNE C STEVENSON 2400 PARKLAND DR NE UNIT 343, ATLANTA, GA 30324-7002</p> <p>LICENSE NUMBER: 146659N</p>	 <p>IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:</p> <p>Non-Resident Producer Individual Life, Property and Casualty</p> <p>Issue Date: 05-23-1986 Expiration Date: 03-31-2021</p> <p>Generated by Sircon 193712449</p>
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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

Adrienne C. Stevenson , Individually

of Atlanta, Georgia , 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 3rd day of June, 2015.

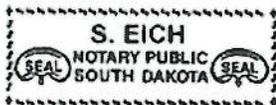


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, 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 February 12, 2021

S. Eich 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 10th day of March , 2020 .



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. "