

# PRICE PROPOSAL

## VOLUME 3



REQUEST FOR PROPOSAL  
Response to the Request for Proposal to

Sherman Minton Corridor Project  
through a Public-Private Agreement

Submitted to:  
INDIANA FINANCE AUTHORITY

November 13, 2020



# Financial Capacity Information



# Financial Statements



VOLUME 3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

# Material Changes in Financial Condition

Material Changes in  
Financial Condition



VOLUME 3

October 23, 2020

Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204  
RE: Sherman Minton Corridor Project

In regards to the requested financial capacity information per Exhibit C, Section 2 of the Request for Proposals for the Sherman Minton Corridor Project please note the following responses for Kokosing Construction Company, Inc.:

Audited Financial Statements:

Kokosing Construction Company, Inc. is a wholly owned subsidiary of Kokosing, Inc. The audited financial statements as of and for the fiscal year ended March 31, 2020 are for Kokosing, Inc. and Subsidiaries; however, please refer to the consolidating schedules on pages 18-20 for the stand-alone financial statement information for Kokosing Construction Company, Inc.

Interim (Unaudited) Financial Statements:

The interim (unaudited) financial statements for Kokosing Construction Company, Inc. as of and for the period ended September 30, 2020 have been prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) and all figures have been provided in U.S. dollars. The interim financial statements have been certified as true, correct and accurate by the Chief Financial Officer of Kokosing Construction Company, Inc.

Other Considerations:

Kokosing Construction Company, Inc. is not required to file reports with the Securities and Exchange Commission and does not have a credit rating from a nationally recognized rating agency.

Material Changes in Financial Condition:

There have been no material changes in financial condition for Kokosing Construction Company, Inc. subsequent to the submission of the SOQ, and no material changes in financial condition are anticipated in the current reporting period.

Sincerely,

Kokosing Construction Company, Inc.

A handwritten signature in blue ink, appearing to read 'Timothy J. Freed', is written over the printed name.

Timothy J. Freed  
Chief Financial Officer / Treasurer





# Proposal Security and Surety Information

Proposal Security and Surety Information



# Proposal Security



VOLUME 3

**FORM J**

**PROPOSAL BOND**

**Bond No. 45472-Liberty-20-352**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Kokosing Construction Company, Inc. as Principal and Liberty Mutual Insurance Company and Travelers Casualty and Surety Company of America, as Surety or as Co-Sureties, each a [corporation] duly organized under the laws of the State of Massachusetts and Connecticut, 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 Finance Authority ("IFA"), in the sum of \$10,000,000.00 (the "Bonded Sum"). This Bonded Sum reflects the total amount payable to IFA 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 IFA's Request for Proposals dated as of June 15, 2020, 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 IFA 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 IFA:

(a) Principal's receipt of written notice from IFA that either (i) no Agreement for the Project will be awarded by IFA pursuant to the RFP, or (ii) IFA 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 IFA 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 IFA has not previously delivered notice of forfeiture hereunder, failure of IFA to notify Principal that it is the Preferred Proposer within 150 days after the Proposal Due Date.

2. The Principal and the Surety or Co-Sureties hereby agree to pay to IFA 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 IFA 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 IFA'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 IFA 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 IFA disqualifies the Proposal based on a determination that it is non-responsive or non-compliant.

(b) If suit is brought on this bond by IFA and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by IFA 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:

175 Berkeley Street, Boston, MA 02116 (Liberty)

One Tower Square, Hartford, CT 06183 (Travelers)

**SIGNED and SEALED** this 5th day of November, 2020.

Principal : Kokosing Construction Company, Inc.

By: 

Co-Surety

By: \_\_\_\_\_  
Attorney in Fact

By: \_\_\_\_\_

Liberty Mutual Insurance Company

Co-Surety


By:   
Attorney in Fact Carolyn E. Wheeler

By: \_\_\_\_\_

By: \_\_\_\_\_

Travelers Casualty and Surety Company of America

Co-Surety

By:   
Attorney in Fact Carolyn E. Wheeler

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

## CO-SURETIES

### SURETY NAME

### SURETY ADDRESS

### INCORPORATED IN

Liberty Mutual Insurance Company	175 Berkeley Street, Boston, MA 02116
Travelers Casualty and Surety Company of America	One Tower Square, Hartford, CT 06183

Massachusetts
Connecticut

State of Tennessee }  
County of Knox } ss:

On November 5, 2020 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Carolyn E. Wheeler

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company Travelers Casualty and Surety Company of America  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires 12/20/2023

Linda M. Howard  
Linda M. Howard

Notary Public







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201331

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carolyn E. Wheeler all of the city of Knoxville, state of Tennessee each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Carolyn E. Wheeler, of Knoxville, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 3rd day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of November, 2020.



Kevin E. Hughes  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Marsh

## Surety Information



VOLUME 3



Carolyn E. Wheeler

Marsh USA Inc.  
1111 Northshore Drive  
Suite N-550  
Knoxville, TN 37919  
+1 865 769 7787  
carolyn.e.wheeler@marsh.com  
www.marsh.com

November 5, 2020

Indiana Finance Authority  
1 North Capital Avenue, Suite 900  
Indianapolis, IN 46204

**Subject:** Kokosing Construction Company, Inc. – Sherman Minton Corridor Project

To Whom It May Concern:

Liberty Mutual Insurance Company (acting as lead surety) and Travelers Casualty and Surety Company of America are co-sureties for Kokosing Construction Company. We have reviewed the PPA, including PPA Sections 8, the RFP, including the ITP and any Addenda and have evaluated the backlog and work in progress in determining our willingness to issue Performance and Payment bonds in the amount of 100% of the contract price and in the form required by the PPA. Neither surety has defaulted, nor been found to have been in default by a judicial or arbitration tribunal, on any obligation within the past 10 years.

With an award of the project to Kokosing Construction Company, Inc. Performance and Payment bonds will be executed in the full amount of the contract price by Liberty Mutual Insurance Company (A.M. Best Rating A) and Travelers Casualty and Surety Company of America (A.M. Best Rating A++), co-sureties for Kokosing Construction Company, Inc. This commitment is subject to award and execution of the PPA and issuance of the NTP thereunder; provided, however, that the co-sureties reserve their right to reasonably approve any material adverse changes made to the PPA Documents following the date of this letter, but excluding any change orders or information reflected in the Proposal, such as ATCs, the NTP + 180 Schedule and Proposal commitments.

We are proud to be a part of the Kokosing Construction Company, Inc. Risk Management and surety team. Should you have any questions or if you need any clarification, please do not hesitate to contact me.

Sincerely,

Carolyn E. Wheeler, Attorney-In-Fact  
Liberty Mutual Insurance Company  
Travelers Casualty and Surety Company of America



SOLUTIONS...DEFINED, DESIGNED, AND DELIVERED.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201331

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carolyn E. Wheeler all of the city of Knoxville, state of Tennessee each individually if there be more than one named, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the above-referenced surety bond.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2019.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of May, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of November, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00am and 4:30pm EST on any business day.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Carolyn E. Wheeler, of Knoxville, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of November, 2020.



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**Marsh**





# Confidential Contents Index



# Confidential Contents Index



VOLUME 3

# 3.2.16 | Confidential Contents Index

The Kokosing team has identified the specific items noted in the figure below as a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act.

VOLUME	SECTION	PROPOSAL LOCATION
Volume 1	3.2.3 Responsible Proposer and Major Participant Questionnaire Form C-1 and Attachments	Volume 1, Responsible Proposer and Major Participant Questionnaire Form C-1 Tab (includes attachments)
Volume 1	Appendix	Proposer Teaming Agreement or Key Terms Tab
Volume 1	Appendix	Executed Contracts or Term Sheets/Heads of Terms Tab
Volume 2	Appendix	Key Personnel Resumes Tab
Volume 3	All	All of Volume 3, including financials



Kevin Ohl, PE, DBIA  
Vice President Engineering and Alternative Delivery  
Kokosing Construction Company, Inc.





# Price Proposal Information



# Proposal Price Form

■ Form I



VOLUME 3

**FORM I**

**PRICE PROPOSAL FORM**

<b>Total Proposal Amount (in US dollars)</b>		<b>\$ <u>137,045,226</u></b>
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Proposer proposes the above total amount from IFA as the Contract Price for all Work under the PPA Documents.

Proposer Name: Kokosing Construction Company, Inc.

Signature: 

Name: Kevin Ohi, PE, DBIA

Title: Vice President Engineering and Alternative Delivery

Date: November 13<sup>th</sup>, 2020

# Summary Cost Table Form

■ Form I-1



VOLUME 3



**FORM I-1**  
**SUMMARY COST TABLE FORM**

<u>Cost Category</u>	<u>Capital Cost</u>	
	<u>Labor Cost</u>	<u>Non Labor Cost</u>
Mobilization (may not exceed 5 % of the Contract Price)	\$ [REDACTED]	\$ [REDACTED]
Project Management	\$ [REDACTED]	\$ [REDACTED]
Design and Engineering	\$ [REDACTED]	\$ [REDACTED]
Bridge Deck Replacement	\$ [REDACTED]	\$ [REDACTED]
Structural Steel Repair	\$ [REDACTED]	\$ [REDACTED]
Hanger Cable Replacement	\$ [REDACTED]	\$ [REDACTED]
Substructure Repair	\$ [REDACTED]	\$ [REDACTED]
Bridge Painting	\$ [REDACTED]	\$ [REDACTED]
Bridge Deck Overlay	\$ [REDACTED]	\$ [REDACTED]
HMA Overlay & Preventative Maintenance	\$ [REDACTED]	\$ [REDACTED]
Maintenance of Traffic	\$ [REDACTED]	\$ [REDACTED]
Signing, Lighting, Signals, and ITS	\$ [REDACTED]	\$ [REDACTED]
Demobilization	\$ [REDACTED]	\$ [REDACTED]
Record Drawings (Must Equal 0.5% of Contract Price)	\$ [REDACTED]	\$ [REDACTED]
Performance Bonds and Payment Bonds	\$ [REDACTED]	\$ [REDACTED]
Insurance	\$ [REDACTED]	\$ [REDACTED]
Contingency and Profit	\$ [REDACTED]	\$ [REDACTED]
Temporary Patching Allowance	[REDACTED]	
Permanent Patching Allowance	[REDACTED]	
Structural Repairs Allowance	[REDACTED]	
<b>Subtotals</b>	\$ [REDACTED]	\$ [REDACTED]

<u>Cost Category</u>	<u>Capital Cost</u>
<b>Total</b>	<b>\$137,045,226</b>

**Cost Category Description for Elements Contained in Form I-1**

**Mobilization**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the Project mobilization provisions as specified in the PPA Documents. The maximum amount allowed under this item shall not exceed 5% of the Contract Price.

**Project Management**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the field offices and general Project management and Project management personnel.

**Design and Engineering**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with the design and engineering as specified in the PPA Documents, including surveys, geotechnical, landscaping and aesthetics, environmental compliance and utility coordination and design.

**Bridge Deck Replacement**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge deck replacement.

**Structural Steel Repair**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with structural steel repair.

**Hanger Cable Replacement**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with replacement of all hanger cables.

**Substructure Repair**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with all substructure repairs.

**Bridge Painting**

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge painting.

### Bridge Deck Overlay

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with bridge deck overlays.

### HMA Overlay & Preventative Maintenance

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with HMA overlays and preventative maintenance.

### Maintenance of Traffic

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with maintenance of traffic.

### Signing, Lighting, Signals, and ITS

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with signing, lighting, signals, and ITS.

### Demobilization

Includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals; performing all work effort in association with demobilization from the Project.

### Record Drawings

Includes full compensation for furnishing all labor, materials, tools, equipment, fees, and incidentals; performing all work efforts associated with Record Drawings for the Project as specified in the PPA Documents. The amount payable for Record Drawings shall equal 0.5% of the Contract Price.

### Performance Bonds and Payment Bonds

Includes full compensation for the premiums, commissions and other costs for all bonds required by the PPA Documents, including the Performance Bond, Payment Bond and any Warranty Bond. Profit, overhead and mark-up may not be applied to this amount.

### Insurance

Includes full compensation for the premiums, commissions and other costs for all insurance required by the PPA Documents. Profit, overhead and mark-up may not be applied to this amount.

### Contingency and Profit

Includes full compensation for furnishing all labor, materials, tools, equipment, fees, and incidentals; performing all work efforts not otherwise included in other Cost Categories and all contingency and profit.

