



CONSTRUCTION COMPANY, INC.

6235 Westerville Road, Westerville, OH 43081-4046
Phone 614-228-1029 Fax 740-957-9239

January 14, 2020

Sherman Minton Corridor Project
Indiana Finance Authority
c/o Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, Indiana 46204
E-mail: SMCPDBBV@indot.in.gov

Attention: Cat Schoenherr

Subject: Kokosing Construction Company, Inc's Responses to Clarification Request No. 1
Copy: Original

Ms. Schoenherr

Please find attached, Kokosing Construction Company's response matrix to Clarification Request No. 1 along with supporting attachments as required.

If you have any questions regarding this submittal, please do not hesitate to contact me at kao@kokosing.biz or 614-309-4073.

We look forward to serving the Indiana Finance Authority and project stakeholders throughout this process.

Sincerely,

A handwritten signature in blue ink, appearing to read "KAO", is positioned above the typed name of the sender.

Kevin Ohl, PE, DBIA
Assistant Vice President, Alternate Project Delivery
Kokosing Construction Company, Inc.

ATTACHMENT 1

QUESTIONS AND CLARIFICATION REQUESTS

No.	RFQ Reference	Question/Clarification	Response to Clarification Request No. 1
1.	<u>Part A, § 8.4.1</u> <u>Part B, § 4.1.2</u>	Please provide a letter in accordance with <u>Part B, Section 4.1.2</u> , certifying that Kokosing Construction Company, Inc. has submitted the required prequalification documentation to INDOT regarding the \$Unlimited qualification for D (a) Highway or Railroad Bridges over Water and D (c) Bridge Involving Protection of Railroad Tracks, and the date such documentation was submitted. Please include a copy of the complete <u>Form CR-1</u> that was submitted.	A revised letter certifying that Kokosing Construction Company, Inc. has submitted for \$Unlimited qualification in the required work types is attached. Form CR-1 is attached.
2.	<u>Part A, § 8.3</u>	The RFQ requires the Proposer to provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. IFA is unable to locate any such information in Proposer's Statement of Qualifications. Please direct our attention to such disclosure or provide the required information. If there is no information to disclose, please affirmatively so state.	Kokosing Construction Company, Inc. affirms that no organizational conflicts of interest exist and there is no information that requires disclosure.
3.	<u>Part B, § 2.3</u>	In accordance with <u>Part B, Section 2.3</u> , please provide executed teaming agreements or summaries of teaming agreement key terms.	See attached for summaries of teaming agreement key terms.
4.	<u>Part B, § 2.7.3.A</u>	For the dispute review board matter identified, please provide the contract amount, amount in dispute, and amount of the final resolution. If any settlement amount is subject to an express confidentiality agreement, please provide a general indication of the amount and affirmatively state that the matter is subject to such a confidentiality agreement.	The total contract amount of the subject project is \$209,700,000. The amount in dispute is \$2,850,000 to incorporate the WVDOH requested redesign. The final change order has not been executed, but it is anticipated that this amount will be paid in full by the WVDOH.
5.	<u>Part B, § 2.7.3.B</u>	For Kokosing Construction Company, Inc., please provide a response to <u>Part B, Section 2.7.3.B</u> , regarding formal dispute resolution proceedings on projects listed in response to <u>Part B, Section 2.5</u> . If there are no such matters to report, provide an affirmative statement to that effect.	Kokosing Construction Company, Inc. affirms that there are no formal dispute resolution proceedings on the projects listed in response to Part B, Section 2.5.
6.	<u>Part B, § 2.7.3.B</u>	For North Star Painting Company, please provide a response to <u>Part B, Section 2.7.3.B</u> , regarding formal dispute resolution proceedings on projects listed in response to <u>Part B, Section 2.5</u> . If there are no such matters to report, provide an affirmative statement to that effect.	North Star Painting Co., Inc. affirms that there are no formal dispute resolution proceedings on the projects listed in response to Part B, Section 2.5.
7.	<u>Part B, § 2.7.2</u>	For Jacobs Engineering Group, Inc., please provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (Jacobs Engineering Group and any Affiliate was determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract. For each instance, identify an owner's representative with a current telephone number and e-mail address. If there are no such instances, provide an affirmative statement to that effect.	Please see attached for a supplement to SOQ Attachment A, responding to this question.

8.	<u>Part B,</u> <u>§ 2.7.3</u>	<p>For Jacobs Engineering Group, Inc.:</p> <p>A. Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a transportation project in North America involving a claim or dispute between the project owner and Jacobs Engineering Group or any Affiliate involving an amount in excess of the smaller of (a) 2% of the original contract value or</p> <p>(b) \$200,000 on projects with a contract value in excess of \$10 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. State the original amount in dispute and the ultimate resolution and amount recovered or paid, if any. For each instance, identify an owner's representative with a current telephone number and e-mail address.</p> <p>If there are no such matters to report, provide an affirmative statement to that effect</p> <p>B. Include a similar list and description as in Subsection (A) above for all projects included in Proposer's response to the submittal requirements set forth in <u>Part B, Section 2.5</u> involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current phone number and e-mail address. If an e-mail address is not available, so state.</p> <p>If there are no such matters to report, provide an affirmative statement to that effect.</p> <p>This request is very narrowly tailored with respect to time, location, project size and claim/dispute amount.</p>	Please see attached for a supplement to SOQ Attachment A, responding to this question.
9.	<u>Part B,</u> <u>§ 4.1.1,</u> <u>Form C</u>	For Kokosing Construction Company, Inc., with respect to <u>Form C</u> , Question 10, please identify any settled adverse claims or disputes involving public owners during the last five years. The question is not limited to litigation.	See attached for identification of claims or disputes settled in the last five years.
10.	<u>Part B,</u> <u>§ 4.1.1,</u> <u>Form C</u>	For Kokosing Construction Company, Inc., with respect to the response to <u>Form C</u> , Question 11, please state the number of days of delay and the associated liquidated damages rate(s) for ODOT Project 120599 Hamilton I-75 (Hopple Street). Please state the reason for the delay.	Upon further review, this penalty was assessed as a Lane Closure Disincentive, and there were no Liquidated Damages assessed on the project. The disincentive assessed by ODOT on the Hopple Street project resulted from the full closure of I-75 during non-permitted hours due to an unforeseen issue during bridge demolition activities. The calculated amount was 13 hours x 4 lanes x \$12,000 per lane per hour = \$624,000, plus additional ODOT Direct Costs of \$6,621.
11.	<u>Part B,</u> <u>§ 4.1.1,</u> <u>Form C</u>	For Jacobs Engineering Group, Inc., with respect to <u>Form C</u> , Question 3, please confirm Jacobs Engineering Group, Inc., has not been disqualified, removed or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the last ten years. This addresses whether a company can bid on, propose on, or work on projects, not whether a contract has been terminated, unless such termination led to one of those statuses.	To the best of its actual knowledge Jacobs Engineering Group Inc has not been disqualified, removed or suspended for cause for performing work for the federal government, any state or local government or any foreign governmental entity with the last 10 years.
12.	<u>Part B,</u> <u>§ 4.1.1,</u> <u>Form C</u>	For Jacobs Engineering Group, Inc., with respect to <u>Form C</u> , Question 5, please identify any citations for serious or repeated safety violations issued in the past ten years. Whether such a citation was settled is not the only question being asked, though that information should be provided with the answer.	To the best of its actual knowledge (including review of records OSHA.gov), Jacobs Engineering Group Inc. has not, within the past 10 years, received an OSHA citation classified as serious.
13.	<u>Part A,</u> <u>§ 2.9;</u> <u>Part B, § C</u>	Kokosing Construction Company, Inc., has provided the financial statements of its parent company, Kokosing, Inc., as evidence of its financial capability. If financial statements are not provided for a Proposer, the entity that supplies the financial statements shall be a Financially Responsible Party. Please confirm that Kokosing, Inc. is the Financially Responsible Party for Kokosing Construction Company, Inc.	We confirm that Kokosing, Inc. is the Financially Responsible Party for Kokosing Construction Company, Inc.
14.	<u>Part B,</u> <u>§ A(h)</u>	For Kokosing, Inc.: Provide a statement indicating whether Kokosing, Inc., has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody's Investor Service, and Standard & Poor's Ratings Group). If there is such a credit rating, provide a copy of the current credit rating. If Kokosing, Inc. does not have a credit rating, provide an affirmative statement to that effect.	See attached letter from Kokosing, Inc. Chief Financial Officer corresponding to requested information.

15.	<u>Part B, § B</u>	For Kokosing, Inc.: Provide information regarding any material changes in financial condition for Kokosing, Inc. for the past three fiscal years and anticipated for the next reporting period. If no material change has occurred and none is pending, provide a letter from Kokosing, Inc.'s chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.	See attached letter from Kokosing, Inc. Chief Financial Officer corresponding to requested information.
16.	<u>Part B, § C</u>	Please provide a letter from Kokosing, Inc. confirming that it will financially support all the obligations of Kokosing Construction, Company with respect to the Project responsibilities. This letter must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of Kokosing, Inc.	See attached letter from Kokosing, Inc. Chief Financial Officer corresponding to requested information. Kokosing, Inc. confirms that is will financially support all the obligations of Kokosing Construction Company, Inc. with respect to the Project responsibilities.
17.	<u>Part B, § D</u>	For Kokosing, Inc.: Provide a letter from the chief financial officer or treasurer (or equivalent position or role) of Kokosing, Inc. or its certified public accountant: (a) identifying all off-balance sheet liabilities or arrangements in excess of \$25 million dollars in the aggregate; or (b) stating there are no such off-balance sheet liabilities or arrangements.	See attached letter from Kokosing, Inc. Chief Financial Officer corresponding to requested information.
18.	<u>Part B, § 2.6</u>	Please provide a revised <u>Form B-1</u> showing Kokosing, Inc. as the Financially Responsible Party.	See attached for a revised Form B-1.
19.	<u>Part B, § 4.1.1</u>	Please provide <u>Form B-2</u> and <u>Form C</u> for the Financially Responsible Party, Kokosing, Inc.	See attached for a Form B-2 and Form C from Financially Responsible Party, Kokosing, Inc.
20.	<u>Part B, § E</u>	Please provide a revised letter from Marsh specifically indicating Kokosing Construction Company, Inc., is capable of obtaining <u>"both a performance bond and payment bond each in the aggregate stated amount of \$150 million."</u>	See attached for an updated letter from Marsh including the requested language.

January 10, 2020

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46024
(317) 234-7701

Attention Silvia Perez

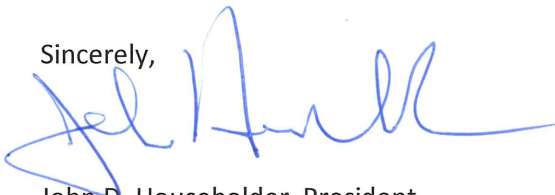
Kokosing Construction Company, Inc. ("Kokosing") has been prequalified by the Indiana Department of Transportation ("INDOT") as of January 7, 2019 for the following categories in the amount of \$75,000,000 each:

- D(A) Highway or Railroad Bridge Over Water
- D(C) Hwy/RR Bridge Req RR Track Protection

Kokosing has submitted the required documentation to the INDOT Prequalification Engineer on December 30, 2019 seeking an \$Unlimited qualification for work type D(A) Highway or Railroad Bridge Over Water and D(C) Hwy/RR Bridge Req RR Track Protection.

A completed Form CR-1 was submitted as part of the prequalification submittal, and a completed copy is attached in response to the Kokosing Construction Company, Inc's Responses to Clarification Request No. 1.

Sincerely,



John D. Householder, President
Kokosing Construction Company, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

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State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

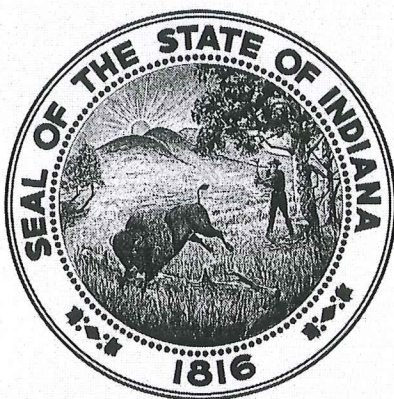
I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

KOKOSING CONSTRUCTION COMPANY, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on April 22, 1992, and was in existence or authorized to transact business in the State of Indiana on July 01, 2019.

I further certify this Foreign For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 01, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

1992050106 / 20191020120

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on July 31, 2019.

BUSINESS INFORMATION
 CONNIE LAWSON
 INDIANA SECRETARY OF STATE
 06/24/2019 03:48 PM

Business Details

Business Name: **KOKOSING CONSTRUCTION COMPANY, INC.** Business ID: **1992050106**

Entity Type: **Foreign For-Profit Corporation** Business Status: **Active**

Creation Date: **04/22/1992** Inactive Date:

Principal Office Address: **6235 Westerville Road, Westerville, OH, 43081 - 4041, USA** Expiration Date: **Perpetual**

Jurisdiction of Formation: **Ohio** Business Entity Report Due Date: **04/30/2020**

Original Formation Date: **01/16/1981** Years Due:

Principal Information

Title	Name	Address
CEO	W. Brian Burgett	17531 Waterford Rd., FREDERICKTOWN, OH, 43019, USA
Vice President	Barth Burgett	17531 Waterford Road, Fredericktown, OH, 43019, USA
Treasurer	Timothy Freed	17531 Waterford Road, Fredericktown, OH, 43019, USA
President	Daniel Compston	17531 Waterford Rd., FREDERICKTOWN, OH, 43019, USA
President	John Householder	6235 Westerville Road, Westerville, OH, 43081 - 4041, USA

Registered Agent Information

Type: **Business Commercial Registered Agent**

Name: **C T CORPORATION SYSTEM**

Address: **150 West Market Street, Suite 800, Indianapolis, IN, 46204, USA**

[REDACTED]

[REDACTED]

[REDACTED]

Kokosing Construction Company, Inc.

State of Indiana - Prequalification

March 31, 2019

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Job No.	Description	Contract Amount	Percent Complete	Type of Work	Location of Work	For Whom Performed
15278	KYTC - Pike County US 460 Section 6B - Grade & Drain	72,046,810	100%	Heavy Highway	Pike, KY	Kentucky Transportation Cabinet
15412	ODOT 494(12) MOT- 75 - 12.00	129,635,882	100%	Heavy Highway	Montgomery, OH	Ohio Dept. Of Transportation
15436	ODOT 120599 Hamilton 75 Hopple	87,505,387	98%	Heavy Highway	Hamilton, OH	Ohio Dept. Of Transportation
15625	ODOT 133026-Martin Luther King Blvd	82,688,677	100%	Heavy Highway	Hamilton, OH	Ohio Dept. Of Transportation
15680	ODOT 148015 - Jefferson SR 7 Slide Repair	25,244,917	90%	Heavy Highway	Jefferson, OH	Ohio Dept. Of Transportation
15726	ODOT 140485 Lucas I75 (Pt 1-3)	134,695,272	95%	Heavy Highway	Lucas, OH	Ohio Dept. Of Transportation
15734	ODOT 140536 LUC 75-6.70	69,402,938	100%	Heavy Highway	Lucas, OH	Ohio Dept. Of Transportation
15745	Newark Downtown Renovation - Sub to Igel	1,308,403	100%	Asphalt	Licking, OH	George J. Igel & Co., Inc.
15765	Dublin Road WTP (Part 4) - Sub to Kil	873,971	100%	Asphalt	Franklin, OH	Kokosing Industrial, Inc.
15836	Corridor H: Kerens to US 219 Connector (75%)	217,661,279	37%	Heavy Highway	Randolph, WV	WVA Div Of Highways
15839	ODOT 153045 Gemini Parkway	11,242,833	100%	Heavy Highway	Delaware, OH	Ohio Dept. Of Transportation
15856	ODOT 167000 Morgan Co SR 266	15,636,039	98%	Heavy Highway	Morgan, WV	Ohio Department Of Transportation
15879	ODOT 160218	133,365,708	70%	Heavy Highway	Cuyahoga, OH	Ohio Dept. Of Transportation
15886	ODOT 163019 CUY/SUM I-77 D/B	18,697,874	100%	Heavy Highway	Cuyahoga, OH	Ohio Dept. Of Transportation
15893	ODOT 160392 Ham-71-1.59	9,415,827	100%	Heavy Highway	Hamilton, OH	Ohio Dept. Of Transportation
15914	Parsons Avenue WTP Paving - Sub to Kil	951,349	100%	Asphalt	Franklin, OH	Kokosing Industrial, Inc.
15928	ODOT 160500 SR 53, Ottawa	2,643,746	100%	Asphalt	Ottawa, OH	Ohio Dept. Of Transportation
15950	ODOT 173001 CUY-177 - CCG6B D/B	29,145,488	80%	Heavy Highway	Cuyahoga, OH	Ohio Dept. Of Transportation
15952	COC 2017 Resurfacing Project 1	10,573,716	100%	Asphalt	Franklin, OH	City Of Columbus
15955	ODOT 170004-FRA 270-9.15	61,167,463	90%	Heavy Highway	Franklin, OH	Ohio Dept. Of Transportation
15960	ODOT 170154 HAM-50	5,513,709	100%	Heavy Highway	Hamilton, OH	Ohio Dept. Of Transportation
15961	Hayden Run Blvd Phase II	8,432,178	100%	Heavy Highway	Franklin, OH	City Of Columbus
15972	Dublin Scioto River Ped Bridge-GMP#2	22,509,658	71%	Heavy Highway	Franklin, OH	City Of Dublin
15983	ODOT 170268 FRA I70/71 - Proj. 2G	44,698,347	87%	Heavy Highway	Franklin, OH	Ohio Dept. Of Transportation
15995	Morrow Co. Airport Apron/Taxiway	419,772	100%	Asphalt	Morrow, OH	Morrow Co. Commissioners
15997	ODOT 178010 Indiana Ave, Over I-75	5,398,908	82%	Heavy Highway	Lucas, OH	Ohio Dept. Of Transportation
16006	OSU-Cannon Drive - Phase 1 (75% Highway Portion)	29,532,297	81%	Heavy Highway	Franklin, OH	Ohio State University
16010	Newark 2017 Street Rehab and Resurfacing	1,569,093	100%	Asphalt	Licking, OH	City Of Newark Dept Of Purchas
16016	POET Biorefining - Marion			Asphalt	Marion, OH	
16019	RD Bailey Lake - Bridge Rehab	132,500	100%	Heavy Highway	Justice, WV	Department of the Army Corps of Engineers
16026	Mill Road Design Build	1,130,000	100%	Heavy Highway	Scioto, OH	Scioto County Engineer
16028	East River Road, Sheffield Village	1,012,309	100%	Asphalt	Lorain, OH	Village of Sheffield
16029	ODOT 170546, SR 604	5,207,544	100%	Asphalt	Wayne, OH	Ohio Dept. Of Transportation
16030	ODOT 170583, WAY SR 241	2,103,979	100%	Asphalt	Wayne, OH	Ohio Dept. Of Transportation
16034	Apex Landfill Phase 8			Heavy Highway	Jefferson, OH	
16035	WV DOT Trooper Lin Memorial Bridge	3,579,355	79%	Heavy Highway	Randolph, WV	WVA Div Of Highways
16036	WV DOT Whiteday Creek OL + 1	1,254,768	100%	Heavy Highway	Monongalia, WV	WVA Div Of Highways
16037	ODOT 170622, CRA SR 4	1,088,489	100%	Asphalt	Crawford, OH	Ohio Dept. Of Transportation
16038	Napoleon Rd. & CR 90 - Sandusky	582,810	100%	Asphalt	Sandusky, OH	Sandusky County Engineer
16039	CR 30 - Sandusky	438,948	100%	Asphalt	Sandusky, OH	Sandusky County Engineer
16040	CR 119 & 166 - Sandusky	463,117	100%	Asphalt	Sandusky, OH	Sandusky County Engineer
16041	Wooster Streets FY18	765,179	100%	Asphalt	Wayne, OH	City Of Wooster
16042	ODOT 180024, SR 58, Lorain	1,754,533	100%	Asphalt	Lorain, OH	Ohio Dept. Of Transportation
16043	ODOT 180012, IR 270 FRA	6,991,613	100%	Asphalt	Franklin, OH	Ohio Dept. Of Transportation
16044	ODOT 180031, RIC SR 13	769,698	100%	Asphalt	Richland, OH	Ohio Dept. Of Transportation
16045	ODOT 180089 CUY-480-22.41 EB	7,573,648	86%	Heavy Highway	Cuyahoga, OH	Ohio Dept. Of Transportation
16046	ODOT 180116, WAY IR 71	6,728,412	100%	Asphalt	Wayne, OH	Ohio Dept. Of Transportation
16047	ODOT 180090 US 250 Erie/Huron	4,116,802	94%	Asphalt	Erie, OH	Ohio Dept. Of Transportation
16048	OTC 39-18-02 SUM/CUY Counties	58,185,035	38%	Heavy Highway	Summit, OH	Ohio Turnpike Commission
16049	OTC 43-17-04 Lorain County	5,977,951	33%	Heavy Highway	Lorain, OH	Ohio Turnpike Commission
16051	ODOT 173000 CUY IR 490/SR010 (OC3)	151,317,228	11%	Heavy Highway	Cuyahoga, OH	Ohio Dept. Of Transportation
16052	Mansfield Resurfacing Phase 1	2,119,515	100%	Asphalt	Richland, OH	City Of Mansfield
16053	ODOT D10 Repairs Wash SR7	4,500,000	71%	Heavy Highway	Washington, OH	Ohio Department Of Transportation
16054	ODOT 180122, IR 480	3,650,420	93%	Asphalt	Cuyahoga, OH	Ohio Dept. Of Transportation
16055	ODOT 170570, ASD 30 Repairs	360,817	100%	Asphalt	Ashland, OH	American Pavements, Inc.
16057	ODOT 180175, MRW SR 42/61/314	3,565,939	100%	Asphalt	Morrow, OH	Ohio Dept. Of Transportation
16059	ODOT 187009 SR 2 Slide Repair (Ind Exc)	97,981	100%	Asphalt	Ottawa, OH	Ohio Dept. Of Transportation
16060	ODOT 180206, RIC US 42	2,581,073	100%	Asphalt	Richland, OH	Ohio Dept. Of Transportation
16061	Cardington 2018 Paving	191,616	100%	Asphalt	Morrow, OH	Village Of Cardington
16063	Wallings Road, Cuyahoga County	1,327,530	81%	Asphalt	Cuyahoga, OH	Cuyahoga County Public Works
16064	ODOT 180259, Knox US 36	6,074,178	100%	Asphalt	Knox, OH	Ohio Dept. Of Transportation
16069	2018 Franklin County Resurfacing	2,561,591	100%	Asphalt	Franklin, OH	Franklin County Engineer
16070	WVDOH Chapel Road Br + 1	6,141,218	11%	Heavy Highway	Ohio, WV	WVA Div Of Highways
16072	ODOT 180292, MAR 95	1,506,302	100%	Asphalt	Marion, OH	Ohio Dept. Of Transportation
16073	ODOT 180330 WAY SR 3	1,003,846	100%	Asphalt	Richland, OH	Ohio Dept. Of Transportation
16075	Crestview Schools 2018	393,578	100%	Asphalt	Richland, OH	Crestview Local Schools
16076	Hobby Lobby Parking Lot			Asphalt	Richland, OH	
16078	OTIC 43-18-02 Bridge Rehab	5,517,827	19%	Heavy Highway	Lucas, OH	Ohio Turnpike Commission
16079	COC 2018 Resurfacing Project 3	12,237,251	23%	Asphalt	Franklin, OH	City Of Columbus
16080	Wyandot County Paving 2018	928,457	100%	Asphalt	Wyandot, OH	Wyandot County Commissioners
16083	ODOT 180355 FRA IR70	5,392,139	4%	Asphalt	Franklin, OH	Ohio Department Of Transportat
16084	ODOT 180402 Putnam	915,325	100%	Heavy Highway	Putnam, OH	Ohio Dept. Of Transportation
16085	ODOT 180422 RICH/HUR Smooth Seal	3,223,663	0%	Asphalt	Richland, OH	Ohio Dept. Of Transportation
16086	Township Rd. 174, Rice Twp.	144,570	100%	Asphalt	Sandusky, OH	Rice Township Trustees
16087	Resurface USR 20, Lake Co. (101G)	395,281	100%	Asphalt	Lake, OH	Ohio Dept. Of Transportation
16091	Runway 6/24 Sandusky Regional Airport	1,553,625	97%	Asphalt	Sandusky, OH	Sandusky County Regional Airport
16093	Marion City Streets Resurfacing 2018	930,753	100%	Asphalt	Marion, OH	City Of Marion
16094	Dollar Tree Distribution Center			Asphalt	Morrow, OH	
16095	Knox Community Hospital Paving	1,156,929	34%	Asphalt	Knox, OH	Elford, Inc.
16096	ODOT 183006 MAD IR 70 Design Build	49,499,707	6%	Heavy Highway	Madison, OH	Ohio Dept. Of Transportation
16100	Bucyrus Airport	122,228	0%	Asphalt	Crawford, OH	City Of Bucyrus
16101	Old Hi Carpenter Bridge	6,406,413	7%	Heavy Highway	Pleasants, WV	WVA Div Of Highways
16102	East Dailey Bridge	2,033,790	9%	Heavy Highway	Randolph, WV	WVA Div Of Highways
16103	WVDOH Mullens Slab Fork	33,234,284	2%	Heavy Highway	Wyoming, WV	WVA Div Of Highways
16105	Sandusky Shoreline Drive	8,789,877	0%	Heavy Highway	Erie, OH	City Of Sandusky
16106	ODOT 180551 WAY 83	3,551,697	0%	Asphalt	Wayne, OH	Ohio Dept. Of Transportation
16107	ODOT 180516 Brown County-CR13	1,830,245	20%	Heavy Highway	Brown, OH	Ohio Dept. Of Transportation
16110	ODOT 180608 SR 209 Bridge Deck Replacement	5,466,493	2%	Heavy Highway	Guernsey, OH	Ohio Dept. Of Transportation
16112	OTIC 43-19-03 Wood & Ottawa Overhead Bridges	4,043,471	6%	Heavy Highway	Wood, OH	Ohio Turnpike Commission

Kokosing Construction Company, Inc.

State of Indiana - Prequalification

March 31, 2019

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Job No.	Description	Contract Amount	Percent Complete	Type of Work	Location of Work	For Whom Performed
16113	ODOT 190032 WAY 67/103/231	3,087,012	0%	Asphalt	Wyandot, OH	Ohio Dept. Of Transportation
16114	Amazon Utility Relocation			Heavy Highway	Boone, KY	
16117	ODOT 190059 MAD/UNI/FRA SR 161	2,367,095	0%	Asphalt	Madison, OH	Ohio Department Of Transportat
16118	CHIA Airfield Improvements-Sub Indy Exc	725,558	0%	Asphalt	Cuyahoga, OH	Independence Excavating, Inc.
16119	ODOT 190008 CRA 30	8,113,873	3%	Asphalt	Seneca, OH	Ohio Dept. Of Transportation
16120	ODOT 190087 FRA 33 - Sub to Double Z	482,747	1%	Asphalt	Franklin, OH	Double Z Construction
16121	Huron Co. - Ridge, New State, Hasbrock	703,218	0%	Asphalt	Huron, OH	Huron County Commissioners
16122	OTIC 43-19-02 Fulton County	8,623,610	1%	Heavy Highway	Fulton, OH	Ohio Turnpike Commission
16123	ODOT 190128 US 20 Sandusky	1,179,803	0%	Asphalt	Sandusky, OH	Ohio Dept. Of Transportation
16124	Huron - Cleveland Road	282,993	0%	Asphalt	Huron, OH	Huron County Commissioners
16125	ODOT 190115 CRA 4	555,358	0%	Asphalt	Crawford, OH	Ohio Dept. Of Transportation
16126	ODOT 190160 MAR 739	1,399,993	0%	Asphalt	Marion, OH	Ohio Dept. Of Transportation
16127	Lexington-Springmill Resurfacing	1,573,690	0%	Asphalt	Richland, OH	City of Ontario
16128	ODOT 190165 WAY 585	2,016,502	0%	Asphalt	Wayne, OH	Ohio Dept. Of Transportation
16129	ODOT 190158 KNO SR 13 - 18.32	1,264,132	0%	Heavy Highway	Knox, OH	Ohio Dept. Of Transportation
16130	Sub Gerken OTC 59-19-01	847,600	0%	Heavy Highway	Williams, OH	Ohio Turnpike Commission
16131	ODOT 190037 FRA-70 Project 2E	80,773,164	0%	Heavy Highway	Franklin, OH	Ohio Dept. Of Transportation
16133	Amazon CVG Hub WTK JV CM			Heavy Highway	Boone, KY	
16134	Amazon CVG Hub KCC Self-Performed Packages			Heavy Highway	Boone, KY	
16142	Mansfield Resurfacing Phase 1 and 2	4,696,275	0%	Asphalt	Richland, OH	City Of Mansfield
16143	ODOT 190162 RIC/ASH 97	3,577,117	0%	Asphalt	Richland, OH	Ohio Dept. Of Transportation
25101	Lick Run Valley Conveyance System (40% Highway Portion)	38,497,650	65%	Heavy Highway	Hamilton, OH	Metropolitan Sewer District

KOKOSING CONSTRUCTION COMPANY, INC.
STATE OF INDIANA: PREQUALIFICATION
MARCH 31, 2019

Page 22, Item 1: Officers

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Wm. Brian Burgett	Chief Executive Officer	Lewis Center, Ohio 43035
Geoffrey D. Rinehart	Chief Executive Officer	Galena, Ohio 43021
John D. Householder	President	Delaware, Ohio 43015
Daniel J. Compston	Executive Vice President	Lewis Center, Ohio 43035
Wm. Barth Burgett	Executive Vice President	Fredericktown, Ohio 43019
Kenneth E. Lake	Vice President Operations	Frazeyburg, Ohio 43822
Mike C. Koelbl	Vice President of West Virginia	Winfield, West Virginia 25213
Robert B. Bowers	Assistant VP Estimating and Asst. Secretary	Orient, Ohio 43146
Kevin Ohl	Assistant VP of Alternative Project Delivery	Gahanna, Ohio 43230
Timothy J. Freed	Treasurer	Delaware, Ohio 43015
Scott B. Erick	Vice President Human Resources	Sunbury, Ohio 43074
Nick E. Vranak	Vice President Safety	Alexandria, Ohio 43001
Gabe J. Roehrenbeck	General Counsel	Gahanna, Ohio 43230
Brooke E. Hoefflich	Secretary	Galena, Ohio 43021
Dustin J. Fisher	Assistant Secretary	Morgantown, West Virginia 26508
Bart A. Moody	Assistant Secretary	Fredericktown, Ohio 43019
Thomas L. Roland	Assistant Secretary	Aurora, Ohio 44202

CERTIFIED CORPORATE RESOLUTION
Kokosing Construction Company, Inc.


The Board of Directors of **Kokosing Construction Company, Inc.** (the "Corporation"), a corporation duly organized and existing under the laws of the State of Ohio, approved the following resolution in writing pursuant to Ohio Revised Code Section 1701.59 on March 7th, 2019, and that said resolution has not been modified, amended or rescinded and remains in full force and effect:

RESOLVED: That the following named individuals are authorized to hereby sign bid documents and contracts on behalf of the Corporation in accordance with the attached *Signature Authorization* dated January 1st, 2018:

Wm. Brian Burgett – Chief Executive Officer
Geoffrey D. Rinehart – Chief Executive Officer
John D. Householder – President
Daniel J. Compston – Executive Vice President
Wm. Barth Burgett - Executive Vice President
Kenneth E. Lake - Vice President Operations
Mike C. Koelbl - Vice President of West Virginia
Robert B. Bowers - Assistant Vice President Estimating and Assistant Secretary
Kevin Ohl – Assistant Vice President of Alternative Project Delivery
Timothy J. Freed – Treasurer
Scott B. Erick - Vice President Human Resources
Nick E. Vranak – Vice President Safety
Gabe J. Roehrenbeck - General Counsel
Brooke E. Hoeflich - Secretary
Dustin J. Fisher - Assistant Secretary
Bart A. Moody - Assistant Secretary
Thomas L. Roland - Assistant Secretary

The undersigned hereby certifies that she is the duly elected, qualified and Acting Secretary of the Corporation, and that she is authorized to give this Certified Corporate Resolution.

Certified this 7th day of March, 2019.


Brooke E. Hoeflich, Secretary

**ACTION BY WRITTEN CONSENT OF THE SOLE DIRECTOR OF
KOKOSING CONSTRUCTION COMPANY, INC.
CORPORATE SIGNATURE AUTHORIZATION**

PURSUANT to the authority of Section 1701.54 of the Ohio Revised Code, the undersigned, being the sole duly elected director of **Kokosing Construction Company, Inc.**, an Ohio corporation (the "Corporation"), and the only person who would be entitled to notice of a meeting as the sole member of the Board of Directors of the Corporation (the "Board"), does hereby waive notice in writing of such a meeting and hereby adopt by this Action by Written Consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board as of the 1st day of January, 2018:

RESOLVED: That this resolution hereby replaces and supersedes any other resolutions relating to signature authority on behalf of the Corporation.

FURTHER RESOLVED: That the following individuals are hereby provided the following signature authority:

The Chief Executive Officer

All documents, contracts, and agreements on behalf of the Corporation.

President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Robert B. Bowers, Todd Lezon, Bart A Moody, and Troy Hargis

All contracts and contract change orders related to construction projects, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects.

Assistant Vice Presidents and Steven E. Malone

All contracts and contract change orders, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects up to \$30 million.

Assistant Vice President of Equipment

All contracts in relation to purchasing equipment or equipment maintenance services to be used in the course of the Corporation's construction projects.

Vice President of Human Resources

All contracts in relation to purchasing of insurance on behalf of the Corporation, employment proposals, and contracts for training services.

Treasurer

All contracts related to bank financing, establishing bank accounts, equipment leases, credit applications, bonding agreements, and execute corporate tax returns.

General Counsel

All documents and contracts related to legal matters.

Vice President Safety

All contracts in relation to contracting of safety related services on behalf of the Corporation and regulatory filings related to safety.

Area Managers, Project Executives, Project Managers, James Elchert, Jeff Kerst, and Dustin Fisher.

Proposals, change orders, subcontracts, and purchase orders under \$500,000.

Project Engineers and Estimators

Proposals under \$50,000, and subcontracts, purchase orders and change orders under \$100,000.

Part B, 2.3 – Teaming Agreement Key Terms

Kokosing Construction Company, Inc. is the sole Proposer and Lead Contractor.

Jacobs Engineering Group, Inc. will serve as the Lead Engineering Firm as a subcontractor to Kokosing. Modjeski and Masters, Inc. and DLZ Corporation will serve as design subconsultants to Jacobs.

The following outlines the key terms of the Teaming Agreement between Kokosing and Jacobs, each of which are also key terms of Teaming Agreements between Jacobs and their subconsultants:

1. Designer and Contractor will maintain an exclusive teaming relationship for the Project during the pre-award phase and, if awarded the Project, during the design-build phase (subject to the terms of the design subcontract). Designer's services will be performed for Contractor through a design subcontract. Other design firms, as needed to support the design requirements, will be subcontracted to Designer.
2. Designer has reviewed the form of the design subcontract, has no material objections to its terms.
3. Modjeski and Masters, Inc. will serve as a subconsultant to Jacobs Engineering Group, Inc. for portions of the main river bridge rehabilitation and construction engineering. The exact scope of each firm will be confirmed by the Designer and agreed to by the Contractor upon release by the Owner of the Request for Proposals.
4. DLZ Corporation will serve as a subconsultant to Jacobs Engineering Group, Inc. for traffic modeling, utility coordination and surveying. The exact scope of each firm will be confirmed by the Designer and agreed to by the Contractor upon release by the Owner of the Request for Proposals.
5. Designer agrees to appoint, with the Contractor's approval, a qualified Design Manager that meets all Owner requirements and expectations as outlined in the Owner RFQ/RFP. The Designer and Contractor will collectively select the most qualified Design Manager, from candidates provided by Designer, based on availability and the Owner requirements. Additional Key Personnel as required by the Owner will be identified during the pre-award phase. Designer agrees that these individuals are expected to be available for assignment to the Project, and will not make a substitution without Contractor's prior written approval.
6. Contractor will manage the pre-award phase services (Letter of Interest, Statement of Qualifications and Proposal, as applicable). In cooperation with Contractor, Designer shall:
 - a. Provide appropriate levels of management and technical staff to manage the pre-award phase requirements of the Project including the services of its subcontractors;
 - b. Respond to all design or designer-related requirements of the Request for Qualifications and Request for Proposal (if applicable);
 - c. Review the prime contract and, if applicable, offer suggestions for improving its clarity or acceptability;
 - d. Participate in brainstorming sessions on Project technical approaches;
 - e. Perform preliminary design as required by the Request for Proposal and as requested by Contractor;
 - f. Support Contractor in estimating the scope of work and quantities, so that Contractor is able to submit an accurate, high quality cost proposal to Owner; and
 - g. Prepare or furnish graphics, printing, editing, packaging, and publishing for the Statement of Qualifications, Proposal document(s) and /or the oral interview (if applicable).

7. The standard of care applicable to Designer's engineering or related services performed pursuant to this Agreement will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar proposal services at the time said proposal services are performed. Pre-award design shall be based on reasonable engineering assumptions and the preliminary information as is known at the time.
8. The Parties agree to work together on an exclusive basis throughout the pursuit of the Project, and to collaborate effectively to develop the Statement of Qualifications and Technical Proposal, Instruments of Service, technical materials and other data required for Contractor to submit a successful Proposal.
9. Unless mutually agreed to in writing, neither Party shall submit a Proposal for work related to the Project separately or with others, or take any action or make any agreement or representation inconsistent with the joint efforts described in this Agreement.
10. Neither this Agreement nor the course of dealing between the Parties in the team-based pursuit of the Project shall be deemed to create a joint venture, partnership, or other relationship that permits one Party to bind the other without the express written consent of the Party to be bound.

North Star Painting Co., Inc. will serve as the Lead Painter as a subcontractor to Kokosing.

The following outlines the key terms of the Teaming Agreement between Kokosing and North Star:

Kokosing Construction Company, Inc. ("Kokosing") is developing a Proposal for the Indiana Finance Authority ("Client") with respect to the Sherman Minton Bridge Rehabilitation Design Build ("Project") in Floyd County, Indiana and Jefferson County, Kentucky. Kokosing has invited North Star Painting Co., Inc. ("Subcontractor") to support the Proposal and participate in the Project. Subcontractor is willing to do so, on the following terms:

1. Kokosing intends to include Subcontractor's proposal in its proposal, as a "dedicated subcontractor," to Client.
2. Subcontractor agrees that if Client awards the Project to Kokosing, it will provide its services as proposed or as modified by mutual agreement, provided that Kokosing receives approval by Client to utilize Subcontractor's services in the execution of the Project.
3. Subcontractor's Intended Work Elements:
 - a. Serve as the Lead Painting Firm for the Project, responsible for providing a Lump Sum price to perform all work related to the painting scope of work on the Project
 - b. Subcontractor will work with the Contractor and Design Team throughout the pursuit of the project to jointly develop the most economical solution for the entire team which meets the requirements of the Owner's Request for Proposals.
 - c. Subcontractor will participate in the Statement of Qualifications and Technical Proposal drafting processes through responsively providing information related to their expertise as requested by the Contractor.

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Attachment A
REVISED
JANUARY 13, 2020

Jacobs Engineering Group Inc. and its related companies and affiliates form a global organization of over 300 subsidiaries and affiliate companies, in excess of 30,000 employees worldwide and revenues approaching \$13 billion that has the technical, financial, and professional qualifications and resources to deliver the Sherman Minton Corridor Project. As a publicly traded company, Jacobs Engineering Group Inc.'s annual reports, SEC filings, and Proxy reports can be found at <http://invest.JEG.com/investors/JEG-Filings/default.aspx>.

Jacobs would welcome the opportunity to discuss further any of the following requests for information in order to better address the Indiana Finance Authority's expectations with respect to the request for clarification.

Supplemental Response to RFP 2.7.2, Legal Liabilities:

In addition to its response originally submitted, Jacobs provides the following supplemental response:

In the normal course of business, Jacobs Engineering Group Inc is routinely subject to and involved in litigation. Most of the litigation in which the company is involved relating to a project names Jacobs as a defendant with respect to worker's compensation, personal injury, environmental, employment/labor, professional liability or other similar claims. The vast majority of litigation is immaterial in that it does not or will not have an impact on the company's consolidated financial statements. Based on internal inquiries and review of records that Jacobs maintains in the ordinary course of business, we believe that the following may be responsive to this inquiry:

On December 22, 2008, a coal fly ash pond at the Kingston Power Plant of the Tennessee Valley Authority ("TVA") was breached, releasing fly ash waste into the Emory River and surrounding community. In February 2009, TVA awarded a contract to the Company to provide project management services associated with the clean-up. All remediation and dredging were completed in August 2013 by other contractors under direct contracts with TVA. The Company did not perform the remediation, and its scope was limited to program management services. Certain employees of the contractors performing the cleanup work on the project filed lawsuits against the Company beginning in August 2013, alleging they were injured due to the Company's failure to protect the plaintiffs from exposure to fly ash, and asserting related personal injuries. There are currently six separate cases, the primary case, Greg Adkisson, ET AL v. Jacobs Engineering Group Inc., case No. 3:13-CV-505-TAV-HBG in the US District Court for the Eastern District of Tennessee, consists of 10 consolidated cases. This case and the related cases involve several hundred plaintiffs that have been filed against the Company by employees of the contractors. The cases are at various stages of litigation, and several of the cases are currently stayed by the court pending resolution of other cases. In May 2019, Roane County filed a claim against TVA and the Company alleging that they misled the public about risks associated with the released fly ash. This matter is scheduled for trial in 2021. In addition, in November 2019, a resident of Roane County filed a purported class action against TVA and the Company alleging they failed to adequately warn local residents about risks associated with the released fly ash. There has been no finding of liability against the Company or that any of the alleged illnesses are the result of exposure to fly ash in any of the cases. The Company disputes the claims asserted in all of the above matters and is vigorously defending these claims. For project contact information, please refer to the legal contact information below since there are outstanding legal matters which prevents direct contact with TVA:

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TVA
400 W. Summit Hill Dr
Knoxville, TN 37902
865-632-2101
tvainfo@tva.gov

Supplemental Response to RFP 2.7.3, Legal Proceedings:

A. In addition to its response originally submitted, Jacobs provides the following supplemental response:

In the normal course of business, Jacobs Engineering Group Inc is routinely subject to and involved in litigation. Most of the litigation in which the company is involved relating to a project names Jacobs as a defendant with respect to worker's compensation, personal injury, environmental, employment/labor, professional liability or other similar claims. The vast majority of litigation is immaterial in that it does not or will not have an impact on the company's consolidated financial statements. Based on internal inquiries and review of records that Jacobs maintains in the ordinary course of business, we believe that the following may be responsive to this inquiry:

In August 2017, the Central Texas Regional Mobility Authority withheld \$20 Million in schedule-related damages in connection with CH2M HILL Engineers' (CH2M) delivery of the MoPac Improvement Project in Austin, Texas. CH2M was the design-builder on the project. CH2M disputed the withholding through contractually-specified dispute resolution board procedures, and the parties reached a settlement on September 22, 2017 through which CH2M received additional compensation in exchange for a resolution of outstanding claims. The project is now substantially complete. The Owner's Representative is: Jeffrey Dailey, Deputy Executive Director; Central Texas Regional Mobility Authority; jdailey@mobilityauthority.com; 512-284-4075.

B. During the past five years, Jacobs Engineering Group Inc. has not been involved in litigation, arbitration, a dispute review board or other formal dispute resolution proceeding related to those projects set forth in Part B, Section 2.5.

Form C Supplemental Response**Question 3:**

To the best of its actual knowledge Jacobs Engineering Group Inc has not been disqualified, removed or suspended for cause for performing work for the federal government, any state or local government or any foreign governmental entity with the last 10 years.

Question 5:

To the best of its actual knowledge (including review of records OSHA.gov), Jacobs Engineering Group Inc. has not, within the past 10 years, received an OSHA citation classified as serious.

Form C – Question 10

In the last five years, Kokosing has only had one adverse claim or dispute with a public owner exceeding \$50,000. This claim was settled through the Dispute Review Board process in favor of Kokosing.

Project:	Corridor H Section 01 DB
Owner:	West Virginia Division of Highways
Role of Proposer in Project:	Kokosing - Prime Contractor
Nature of Dispute:	During final design, the Owner requested revisions to the project profile in order to remove the low point of a sag vertical curve from a structure. The project scope did not specifically disallow sag vertical curves on structures, and the project Dispute Review Board was asked to rule on the validity of Kokosing's claim for extra cost and time associated with revising the plans and performing the extra work.
Resolution:	The Dispute Review Board ruled in Kokosing's favor and Kokosing and the WVDOH are currently in the process of amicably negotiating the change order. The anticipated amount of the settlement is \$2,850,000.



17531 WATERFORD ROAD | FREDERICKTOWN, OH 43019
PHONE 740.694.6315

January 12, 2020

Indiana Finance Authority
Attn: Silvia Perez
One North Capital Avenue, Suite 900
Indianapolis, IN 46204

RE: Sherman Minton Corridor Project SOQ

In regard to the requested financial information per Volume 2 of the SOQ for the Sherman Minton Corridor Project please note the following responses for Kokosing, Inc.:

Section A:

[REDACTED]

Section B:

[REDACTED]

[REDACTED]

[REDACTED]

Section C:

Kokosing, Inc. is the financially responsible party and its subsidiary, Kokosing Construction Company, Inc. will serve as both the Proposer and Lead Contractor on the referenced project.



AN EQUAL
OPPORTUNITY
EMPLOYER



Section D:

Kokosing, Inc. has no off-balance sheet liabilities or arrangements in excess of \$25 million in the aggregate.

Sincerely,

A handwritten signature in blue ink, consisting of stylized, overlapping loops and curves, representing the name Timothy J. Freed.

Timothy J. Freed
Chief Financial Officer

FORM B-1 PROPOSER TEAM SUMMARY

PROPOSER	Kokosing Construction Company, Inc.
CONTACT PERSON	Kevin Ohl, PE, DBIA
ADDRESS	6235 Westerville Rd, Westerville, OH 43081
TELEPHONE NUMBER	614-228-1029
E-MAIL ADDRESS	kao@kokosing.biz

EQUITY MEMBER <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	Kokosing Construction Company, Inc.
CONTACT PERSON	Kevin Ohl, PE, DBIA
ADDRESS	6235 Westerville Rd, Westerville, OH 43081
TELEPHONE NUMBER	614-228-1029
E-MAIL ADDRESS	kao@kokosing.biz

MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	Jacobs Engineering Group Inc.
CONTACT PERSON	Michael McCarty
ADDRESS	501 N. Broadway, St. Louis, MO 63102
TELEPHONE NUMBER	314-335-4380
E-MAIL ADDRESS	michael.mccarty@jacobs.com

MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	North Star Painting Company, Inc.
CONTACT PERSON	Nick Kalouris
ADDRESS	3526 McCartney Road, Youngstown, OH 44505
TELEPHONE NUMBER	330-743-2333
E-MAIL ADDRESS	nkalouris@northstarpaintingco.com

FINANCIALLY RESPONSIBLE PARTIES <i>(See Part A, Section 2.9)</i> <i>(Duplicate for each Financially Responsible Party)</i>	
NAME OF FIRM	Kokosing, Inc.
CONTACT PERSON	Tim Freed, Chief Financial Officer
ADDRESS	6235 Westerville Rd, Westerville, OH 43081
TELEPHONE NUMBER	614-228-1029
E-MAIL ADDRESS	tfreed@kokosing.biz

FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND FINANCIALLY
RESPONSIBLE PARTIES

** Please do not leave any blank spaces; if not applicable, so state.*

Name of Proposer: Kokosing Construction Company, Inc.

Name of Firm Completing **Form B-2**: Kokosing, Inc.

Firm's role on Proposer team (check one):

☐ Proposer; ☐ Equity Member; ☐ Major Participant; ☒ Financially Responsible Party

Year Established: 2015

Individual Contact: Timothy J. Freed

Individual's Title: Chief Financial Officer

Firm's CEO/Chairman: Wm. Brian Burgett

Federal Tax ID No. (if applicable): XXXXXXXXXX

Telephone No.: 614-228-1029

North American Industry Classification Code: 237310

Fax No.: 740-957-9239

Name of Official Representative (if applicable): N/A

Business Organization (check one):

☒ Corporations (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form C**) for the entity.) **OHIO/USA, 2015**

☐ Partnership (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)

- ☐ Joint Venture (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- ☐ Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form C**) for each member.)
- ☐ Other (If yes, describe and complete Sections A-C and the Certification form (**Form C**))

A. Business Name: Kokosing, Inc.

B. Business Address: 6235 Westerville Road, Westerville, OH 43081

Headquarters: 6235 Westerville Road, Westerville, OH 43081

Office Performing Work: 6235 Westerville Road, Westerville, OH 43081

Contact Telephone Number: 740-848-4955

- C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form B-2**) for each member firm and attach it to the SOQ. Also indicate the name and role of each Financially Responsible Party and attach a separate form.

Name of Firm

Role

Not Applicable

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: 

Print Name: Timothy J. Freed

Title: Chief Financial Officer

Date: 1-12-2020

[Please make additional copies of this form as needed for each entity required to complete this form.]

**FORM C
CERTIFICATION**

Proposer: Kokosing Construction Company, Inc.

Name of Firm Completing this Form: Kokosing, Inc.

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☒ No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☒ No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☒ No

If yes, please explain:

4. Has the firm or any affiliate* ever 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 within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☒ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved serious, repeated or multiple failures to comply with safety rules, regulations, or requirements within the past 10 years (measured from the date of issuance of this RFQ)?

☐ Yes ☒ No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. Has the firm or any affiliate* 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 within the past 10 years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law?

☐ Yes ☒ No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past 10 years (measured from the date of issuance of this RFQ) governing any of common construction wages, (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?

☐ Yes ☒ No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is 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 in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes ☒ No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

9. Has there been any instance where the firm or any affiliate*, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

☒ Yes ☐ No

If yes, please explain:

Kokosing Construction Company, Inc. was found to be non-responsive on a City of Columbus, Ohio bid submitted in 2010 due to submittal of only the required executed bid form documents in lieu of the full bid proposal book.

Kokosing Construction Company, Inc. was deemed not to be a responsible bidder on ODOT Project 163000 due to the actions of a sub-contractor, who unbeknownst to Kokosing at the time was in dispute with ODOT in a matter related to the project.

Kokosing Construction Company, Inc. was found to be non-responsive on a bid submitted electronically to the City of Columbus, Ohio, in 2019. Kokosing submitted all required documents to the City of Columbus electronic bidding system. However, failed to also submit a duplicate copy of the Disadvantaged Business Enterprise Utilization Plan electronically to the Ohio Department of Transportation's website, prior to the bid opening, in accordance with a requirement in the proposal.

10. Has there been any settled adverse claim, dispute or lawsuit between the owner of a public works project and the firm or any affiliate* during the last five years in which the claim, settlement or judgment exceeded fifty thousand dollars (\$50,000)?

☒ Yes ☐ No

If yes, please explain (and include the amount of the claim, settlement, or judgment and other relevant details):

As a general course of business, and due to the size of scope of projects Kokosing Construction Company, Inc. and its affiliates construct, we occasionally encounter claims and disputes with public owners which are amicably resolved through the owner's established processes. In the past five years, we have not had a claim or dispute with a public owner escalate to a lawsuit.

11. In the past five years has the firm or any affiliate* had liquidated damages assessed against it during or after completion of a contract?

☒ Yes ☐ No

If yes, please explain:

Kokosing Construction Company, Inc. on ODOT Project 160500 Ottawa County SR53 has been assessed \$113,200 in liquidated damages due to subcontractor Velotta Bridge Company's failure to complete its work within the original contract completion date, through no fault of Kokosing. Kokosing completed the remainder of the project three months before the project completion date.

Kokosing Construction Company, Inc. on ODOT Project 120599 Hamilton I-75 (Hipple Street) was assessed \$630,621 in Lane Closure Disincentives.

The disincentive assessed by ODOT on the Hipple Street project resulted from the full closure of I-75 during non-permitted hours due to an unforeseen issue during bridge demolition activities.

The calculated amount was 13 hours x 4 lanes x \$12,000 per lane per hour = \$624,000, plus additional ODOT Direct Costs of \$6,621.

12. Has a surety for the firm or any affiliate* completed a contract on the entity's behalf or paid for completion because the entity was in default or terminated by the project owner within the last five years?

☐ Yes ☒ No

If yes, please explain:

13. In the past five years, has the firm or any affiliate* had any license, credential, or registration revoked or suspended?

☐ Yes ☒ No

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto:

* The term "affiliate" has the meaning set forth in Part B, Volume 1, Section 2.7.2 of the RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: 

Print Name: Timothy J. Freed

Title: Chief Financial Officer

Date: 1-12-2020

[Please make additional copies of this form as needed for each entity required to complete this form.]

Cathy Woodruff



Marsh USA Inc.
200 Public Square
Suite 3760
Cleveland, OH 44114
216-937-1379
Cathy.L.Woodruff@marsh.com
www.marsh.com

January 10, 2020

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

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

To Whom It May Concern:

This letter will confirm that Kokosing Construction Company, Inc. is highly regarded by and prequalified with its surety companies. Kokosing Construction Company, Inc., is capable of obtaining both a performance bond and payment bond each in the aggregate stated amount of \$150 million. Kokosing Construction Company, Inc. is capable of providing such bonds for projects in excess of \$250 million with aggregate contracts exceeding \$3 billion. These single project size and aggregate capacity levels are by no means meant to imply a maximum capacity level and should larger capacity amounts be necessary the underwriters are favorable toward providing Kokosing Construction Company, Inc. with high support levels. Current available bonding capacity is in excess of \$900 million as of the date of this letter

With an award of a project to Kokosing Construction Company, Inc. and subsequent to your request for bonds, Performance and Payment bonds may be executed in the full amount of the contract price by Liberty Mutual Insurance Company (A.M. Best Rating A XV) and Travelers Casualty and Surety Company of America (A.M. Best Rating A++ XV), co-sureties for Kokosing Construction Company, Inc. Both included on the US Department Treasury List. Both sureties acknowledge they have: (a) read the RFQ and any addenda; and (b) evaluated the Proposer's backlog and work-in-progress in determining its bonding capacity.

The sureties look forward to the opportunity to underwrite contract documents in the interest of supporting you on your prospective projects and providing Performance and Payments Bonds as may be required. This pre-qualification is conditioned on acceptable underwriting considerations such as contract terms and conditions, bond forms and project details.

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,

A handwritten signature in blue ink, appearing to read 'Cathy L. Woodruff', written over a horizontal line.

Cathy L. Woodruff, Attorney-in-Fact
Liberty Mutual Insurance Company
Travelers Casualty and Surety Company of America



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, Cathy L. Woodruff all of the city of Cleveland, state of Ohio, 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 10th day of January, 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 Cathy L. Woodruff of Cleveland, Ohio, 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 10th day of January, 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