



I-65 Southeast Indiana Project

Table of Contents

■ 1. GENERAL

- 1. (a) **Form A** / Transmittal Letter
- 1. (b) Executive Summary
- 1. (c) Confidential Contents Index

■ 2. PROPOSER AND TEAM STRUCTURE AND TEAM EXPERIENCE

- 2.1. Proposer
- 2.2. Major Participants and the Team Members
- 2.3. Proposer and Team Structure
- 2.4. Relevant Experience
- 2.5. **Form B-1** and Organizational Charts
- 2.6. Proposer Legal Information

■ LEGAL INFORMATION

- 2.6.1. Legal Issues / E & B Paving, Inc
- 2.6.2. Legal Liabilities / E & B Paving, Inc
- 2.6.3. Legal Proceedings / E & B Paving, Inc

- 2.6.1. Legal Issues / United Consulting
- 2.6.2. Legal Liabilities / United Consulting
- 2.6.3. Legal Proceedings / United Consulting

■ 3. APPROACH TO THE PROJECT

■ 4. ADDITIONAL MATERIALS

- 4.1. **Forms B-2 AND C**
- 4.2. Surety Letter
- 4.3. INDOT Certificate of Qualification Materials
- 4.4. **Form D**

■ TEAMING AGREEMENT



E&B PAVING.Inc





I-65 SOUTHEAST INDIANA PROJECT - DESIGN/BUILD



GENERAL : FORM A

**FORM A
TRANSMITTAL LETTER**

PROPOSER: E&B Paving, Inc.

SOQ Date: July 12, 2016

Indiana Department of Transportation I-65 Southeast Project
Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Telephone: (317) 234-7701
Email: sperez@ifa.in.gov

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications dated June 9, 2016 (as amended, the "RFQ"), issued by the Indiana Department of Transportation (INDOT) to design and construct the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

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

Transmittal Letter (this **Form A**);

Executive Summary;

Confidential Contents Index;

Proposer and Team Structure and Experience (including **Form B-1**);

Approach to Project

Forms B-2 and C;

Surety Letter(s);

INDOT Certificates of Qualification or Letter Regarding Application for Certificate;
and

Form D.

Proposer acknowledges access to all materials posted on the Procurement Website and Document Website and the following addenda and sets of questions and answers to the RFQ:

Addendum No. 1 issued June 29, 2016

RFQ Question and Answer Matrix issued June 29, 2016

[Proposer to list any other addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing **Form A**]

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Proposer understands that INDOT is not bound to short-list any Proposer and may reject each SOQ that INDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Proposer, except, to the extent of any payment offered by INDOT for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer agrees that INDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Proposer acknowledges and agrees to the protest provisions and understands that it limits Proposer's rights and remedies to protest or challenge the RFQ or any determination or prequalifying thereunder.

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

Proposer's business address:

286 W. 300N

(No.)	(Street)	(Floor or Suite)	
Anderson	Indiana	46012	USA
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: Indiana

1. Sample signature block for corporation or limited liability company:

[E&B Paving, Inc.]

By:

Print Name: Larry Canterbury

Title: President



1. GENERAL : EXECUTIVE SUMMARY





PART B 1.b Executive Summary

E&B Paving, Inc. (Proposer) appreciates the opportunity to present our Statement of Qualifications for the I-65 Southeast Indiana Project (Project). We are excited to team with United Consulting as the Lead Design Firm in our pursuit to design and build the Indiana Department of Transportation’s I-65 Southeast Indiana Project.

E&B Paving, Inc. and United Consulting are recognized leaders in designing and building successful, high-profile infrastructure projects throughout the state of Indiana. Both firms have established a rich history of successful teaming ventures with each other and share a common philosophy of delivering excellence through innovative ideas, creative solutions, and cost-effective measures. Our team’s previous projects exemplify our superior quality, extensive safety record, and ability to work together to deliver projects on time and within budget. Our team’s available resources, knowledge of the project site, and experience working with INDOT on fixed price projects and Public Private Partnership (P3) projects puts us in a prime position to deliver the I-65 Southeast Indiana project.

E&B Paving, Inc. has a significant vested interest in the Southeast Indiana region which has been created through recent projects. We look forward to this project opportunity and continuing our involvement in Southeast Indiana. In May of 2014, E&B Paving acquired Gohmann Construction, Inc., a construction company with over 60 years of dedication and experience in Southern Indiana and Kentucky.

E&B Paving desires to deliver this project for INDOT because it mirrors our core business elements, including asphalt and concrete paving, bridge construction, drainage, and earthwork. This project will have a significant, positive impact on the state of Indiana’s plan for upgrading our interstate system. E&B Paving is currently delivering I-65 Major Moves 2020 Design-Build in Clark County. The I-65 project in Clark County reinforces our strength in delivering interstate added-travel lane projects and showcases our ability to work through the design-build process.

E&B Paving’s staff in Clarksville and United Consulting enjoy a long and successful history of working together which includes the successful delivery of the first construction contract for I-69 Design-Build Section 1. Our team for this project will bring added value to this project through applying lessons learned on previous projects as well as implementing new concepts for project delivery.

TEAM STRUCTURE



Proposer
E&B Paving, Inc.



Lead Design
United Consulting

PROJECT MANAGEMENT



Project Executive
Steve Varner, PE



Project Manager
Travis McPeak





ur team offers INDOT the following strengths to achieve the goals for this project:



■ FINANCIAL STRENGTH

The bonding capacity of E&B Paving is evaluated on a regular basis, and we are financially strong. As evidenced by our enclosed surety letter, we can obtain performance and payment bond for the \$90 million indicated amount. Additionally, we have the ability to obtain single bonds in excess of \$200 million.



■ LOCAL TEAM

Each team member is based and operated in Indiana, and we will employ a variety of local talent on this project. E&B Paving has over 1,000 employees throughout the state of Indiana and the firm is signatory to local operators, laborers, and teamsters. Additionally, United Consulting is located in Indianapolis and employs over 100 professionals.



■ SUCCESSFUL TEAMING

Equity members and major participants have worked together on a variety of projects including I-69 Section 1 Design-Build IR-29023 (successful bidder), I-69 Section 4 Design-Build IR-33734 (bidder), and US 41 over Main Street Design-Build SB-32042-A (successful bidder).



■ DBE PARTICIPATION

Our team will meet or exceed the specified DBE project requirements.



■ LARGE CAPACITY AND RESOURCES

We have the capacity and resources ready to hit the ground running on Day One. E&B Paving has 12 offices, 19 asphalt plants, and five portable asphalt and concrete plants located in Indiana. Combined with our dirt moving, paving, and bridge crews, we employ over 1,000 construction professionals and own hundreds of pieces of equipment. United Consulting adds an additional 100 professionals to our team's capacity.

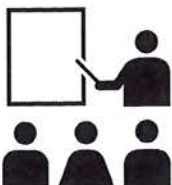


■ INDOT PREQUALIFICATION

E&B Paving is INDOT prequalified for unlimited amounts in A(A) Concrete Paving General and B(A) Asphalt Paving, as well as certified for the additional INDOT Contractor Prequalification Categories specified in the RFQ. United Consulting is prequalified in 8.2 Complex Roadway Design and 9.2 Level 2 Bridge Design. United Consulting and our team of design engineering consultants are prequalified in all additional INDOT consultant categories, as indicated in the RFQ.



INDOT REQUEST FOR QUALIFICATIONS



■ SAFETY RECORD

E & B Paving has excellent safety records. We employ full-time safety managers and have a team committed to this project's safety.

■ RELEVANT EXPERIENCE

We have designed and built hundreds of INDOT transportation projects, many of which included added travel and auxiliary lanes to reduce travel time and accommodate large traffic volumes. We have improved the level of transportation service through reconstruction of pavement, underdrains, ramps, sidewalks, small structures, and complex interchanges.

■ ENHANCED MANAGEMENT APPROACH

Our management approach emphasizes communication, collaboration, quality control, and safety for the entirety of the project, beginning early in design and continuing through to construction completion.

■ INNOVATION

Our team members have designed and built some of the nation's most ambitious highway projects in Indiana and our design/build highway projects have resulted in faster delivery and lower costs. United Consulting's design and engineering professionals have been at the forefront of introducing and developing design-build with INDOT in the state of Indiana. United delivered the first design-build project and has consistently worked with INDOT and contractors to deliver projects at accelerated schedules and below budget. United Consulting is the designer for INDOT's first Best Value Design-Build.

■ CREATIVE PAVEMENT DESIGN

United Consulting is a state leader in pavement design and successfully designed a pavement rehabilitation for the I-69 Major Moves 2020 Expansion project with less new pavement and demonstrated the design was better than the original RID pavement design.

■ MOT SOLUTIONS

We are experts in identifying innovative solutions for construction sequencing and maintenance of traffic issues. Our engineers and construction team will collaborate with stakeholders to ensure unimpeded access throughout construction.

■ PUBLIC OUTREACH

We've found that taking a proactive approach in informing and educating the community on transportation improvements that affect them is a key to success. We have outreach tools that give everyone peace of mind and address concerns.

1. (b) EXECUTIVE SUMMARY



E&B PAVING, Inc.





Meet Our Team

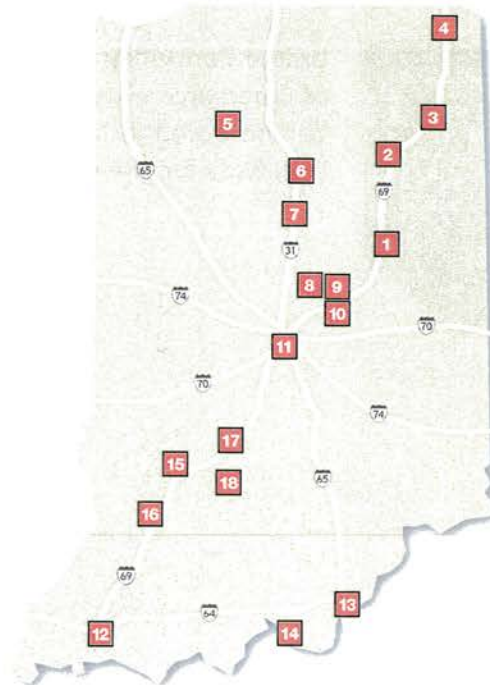
Our team members have been involved in delivering INDOT's largest capital improvement programs including Major Moves and Major Moves 2020. For this project, E&B Paving met internally and discussed how to develop a team which brings construction and design together which will find innovations and deliver the project on or ahead of schedule. E&B Paving's office in Clarksville has a long standing relationship working with United Consulting and shares a similar culture of looking for win-win solutions where the client, contractor, and designer deliver solutions that ensure all stakeholder goals and expectations are satisfied.



E&B Paving, Inc.
Equity Member

Founded in 1967 and headquartered in Anderson, Indiana, E&B Paving is a wholly owned subsidiary of Irving Materials, Inc., one of the Midwest's largest concrete, aggregate, and building materials suppliers with operations in Indiana, Kentucky, and Tennessee. E&B Paving has 12 offices, 19 asphalt plants, and five portable asphalt and concrete plants strategically located throughout Indiana. They deliver world class asphalt, concrete, roller compacted concrete, bridge, drainage, and dirt moving solutions to a broad range of customers. Given its depth of paving experience, geographic scope, and equipment capabilities, the firm has long been recognized by INDOT, county and local municipal governments, and private sector clients as being among Indiana's most comprehensive and experienced transportation construction firms. E&B Paving currently has over 1,000 employees, a unionized workforce, and is consistently ranked as one of Indiana's largest transportation construction contractors. E&B Paving's P3 experience includes construction services for the Ohio River Bridges Southern Indiana project and I-69 Section 5. Additional INDOT experience includes the I-469 Pavement Replacement and Bridge Deck Overlay project in Allen County.

E&B Paving, Inc. - Indiana Plant Locations



Permanent Plant Locations

- | | | |
|--------------|------------------------------|--------------------|
| 1 Muncie | 12 Kokomo | 18 Corydon |
| 2 Huntington | 13 Noblesville (2 locations) | 19 Switz City |
| 3 Ft. Wayne | 14 Pendleton | 20 Washington |
| 4 Angola | 15 Indianapolis | 21 Bloomington |
| 5 Kewanee | 16 Evansville | 22 Lawrence County |
| 6 Peru | 17 Sellersburg | |

Portable Plant Capabilities: ■ 4 Concrete ■ 1 Asphalt



United Consulting Engineers, Inc.

Major Participant

Founded in 1965 and located in Indianapolis, Indiana, United Consulting is an Indiana corporation that works exclusively in Indiana. United Consulting is a full-service engineering firm that focuses on transportation, bridge, and water and wastewater design. Services provided include survey, right-of-way engineering, environmental, land acquisition management, traffic counting and forecasting, complex traffic analysis, complex roadway design, complex bridge design, hydraulic design, lighting design, signal design, complex signing design, structural design, water service design, wastewater design, utility coordination, regulatory permits, and construction inspection.



United Consulting was selected as a Best Place to Work by the Indiana Chamber of Commerce eight times and inducted into the hall of fame in 2015. Our clients benefit from this because the award represents a staff which enjoys the company they work for, the clients they work with, and the projects that are delivered.



1. GENERAL : CONFIDENTIAL CONTENTS INDEX





PART B 1.c Confidential Contents Index

Proposer and team members Statement of Qualifications does not include confidential contents or materials.



I-65 SOUTHEAST INDIANA PROJECT - DESIGN/BUILD



2. PROPOSER AND TEAM STRUCTURE AND TEAM EXPERIENCE



E&B PAVING, Inc





PART B 2.1 Proposer

E&B Paving, Inc. is the Proposer for this Statement of Qualifications on the I-65 Southeast Indiana project for the Indiana Department of Transportation.

E&B Paving, an S corporation, is a subsidiary of Irving Materials Inc. Group of Companies. Incorporated Sept 26, 1967, E&B Paving has been completing Indiana's most complicated highway projects for almost 50 years.

For the I-65 Southeast Indiana project, Steve Varner, our Special Projects Coordinator, will utilize Travis McPeak as our Project Manager. Steve is completing his role as Project Manager on the \$141M IR-35600-A US31 project, and Travis, having recently completed his role as Project Manager on the \$98M IR-33739 I-69 project, will be assisted by a strong team of our over 1,000 current employees. With our extensive knowledge of past/ current IFA and INDOT projects, E&B Paving, Inc is well positioned to meet and exceed the goals set forth for this project.

SINGLE POINT-OF-CONTACT



E&B PAVING.Inc

STEVE VARNER, PE
Special Projects Coordinator

17042 Middletown Avenue
Noblesville, IN 46060

Cell: 317.460-0744

Fax: 317.773-4137

Email: steve.varner@ebpaving.com



E&B PAVING.Inc





PART B 2.2 Major Participants and Other Team Members

E&B Paving is the sole equity stakeholder in the project and will be responsible for all road construction aspects including, grading, drainage, bridge construction, and asphalt/PCCP pavements. Major Participant and Lead Design Firm United Consulting will be responsible for all roadway and bridge design.



E&B Paving, Inc. has entered into a teaming agreement with United Consulting Engineers, Inc. (United) as the lead engineer and designer of record for the I-65 Southeast Indiana project. United is a local, Indiana based corporation that was established in 1965 and has worked with INDOT on the delivery of numerous highway and bridge design projects since its inception.

United brings extensive design-build experience to our I-65 Southeast Indiana team which was gained through two perspectives — as both an INDOT consultant representative and as the contractor’s lead design firm.

United has also worked with IFA/INDOT during the pursuits of East End Ohio River Bridge Project and I-69 Section 5. United recently identified innovative design elements which were critical to being awarded INDOT / IFA’s selection for Indiana’s first Best Value Design-Build, I-69 Major Moves 2020 Interstate Expansion in Hamilton and Madison Counties. United has a clear understanding of INDOT’s expectations and is considered to be one of the top highway engineers in Indiana. United’s diverse staff which includes over 100 professionals will deliver a fully compliant design as required by the technical requirements of the contract to INDOT.

2. PROPOSER / TEAM STRUCTURE / EXPERIENCE

IDENTIFICATION OF E&B PAVING TEAM’S ROLE/NATURE/STATE OF INCORPORATION

PROPOSER / MAJOR EQUITY MEMBER				
Name	Website	Role	Nature	State
E&B Paving, Inc.	www.ebpaving.com	Lead Contractor	Corp	IN
MAJOR PARTICIPANTS AND OTHER TEAM MEMBERS				
Name	Website	Role	Nature	State
United Consulting Engineers, Inc.	www.ucindy.com	Lead Engineer	Corp	IN





PART B 2.3 Proposer and Team Structure

The E&B Paving and United Consulting team offers unrivaled design-build experience, expertise, and capacity to INDOT for the I-65 Southeast Indiana project. The teaming agreement between E&B Paving, Inc. and United Consulting Engineers, Inc. is included in the appendix. Our groups have extensive experience that will enable our team to exceed INDOT's expectations for this project. United Consulting and the E&B Paving Clarksville team share a rich history of successful design-build projects which include I-69 Section 1 (IR-29023), US 41 Bridge of Main Street (SB-32042-A), and a temporary bridge over Green River Road for maintenance of traffic.

Our I-65 Southeast Indiana project team has been assembled based on E&B Paving and United's extensive experience with large INDOT projects that include major interstate design and construction, complex maintenance of traffic, and working in environmental sensitive areas with effective erosion control.

Project Executive Steve Varner, PE (E&B Paving, Inc.) will work closely with Lead Design Engineer Michael Rowe, PE (United Consulting) as the prime decision makers of our design-build team. Responsibilities will be delegated to key personnel including Project Manager Travis McPeak, Bridge Division Manager Kenny Spellman, Road Division Manager Landon Blume, and Senior Estimator Dave Hardin. Our safety efforts will be overseen by Vice President of Environmental Health Safety (EHS) Michael Vasquez and local Safety Director Melony Geary. The organization charts provided in this submittal illustrate our team's overall structure and key personnel.

PART B 2.4 Relevant Experience



E&B Paving, Inc. has vast experience constructing projects of a significant size and value. Currently, we are in the final phases of construction on the following projects:

■ **I-69 From Charmichael Rd to Greene/Monroe County Line (IR-33739) - \$89M**

Project Description: Completing construction of a new terrain interstate with an interchange and bridges. The project includes over six million cubic yards of excavation, new bridge construction, drainage, and asphalt & concrete paving. Extensive erosion and sediment control were needed due to the new terrain and numerous karst features. United Consulting worked with E&B Paving to complete the erosion control design, SWPPP, and permit modifications.



■ **US 31 in Hamilton County (IR-35600-A) - \$141M**

Project Description: Completing reconstruction of a major highway on US 31 from 96th Street to 136th Street. The project includes major interchange and intersection improvements with limited access highway construction. The phasing of the maintenance of traffic was extensive to facilitate the heavy local businesses and heavy commuter traffic.





PART B 2.4 Relevant Experience CONTINUED



Through the recent Major Moves 2020 Initiative by INDOT, E&B Paving was the successful bidder for the following project.

■ I-65 Added Travel Lanes in Clark County (R-37380) – \$67M

Project Description: Construction of a new third travel lane to I-65 northbound and southbound. The project also included the reconstruction of eight bridge structures, grading, drainage, cement stabilization, and 350,000 tons of asphalt. The maintenance of traffic was phased to maintain the existing number of travel lanes.



United Consulting has designed significant interstate projects throughout the state of Indiana. Here is a sampling of three projects with construction costs in excess of \$50 million.

■ I-65 Added Travel Lanes in Boone County (IR-30704) - \$81M

Project Description: Designed 14 miles of added travel lanes on I-65 from I-865 to US 52. The project included five bridge reconstructions and extensive maintenance of traffic to support the existing traffic.



■ I-80/94 Interchange Modification at I-65 in Lake County (IR-29901) - \$190M

Project Description: Designed a system to system interchange with 14 bridges. The project included complex roadway design, ITS, lighting, and extensive retaining walls. The maintenance of traffic was designed to support the nation's largest truck traffic.



■ I-69 Major Moves 2020 Interstate Expansion in Hamilton and Madison Counties (R-30704) - \$94M

Project Description: Currently designing the first Best Value Design-Build with eight bridges. The project includes a diverging diamond interchange and complex maintenance of traffic. Design innovations for the project include a refined pavement design and an efficient maintenance of traffic to reduce temporary pavement.





PART B 2.4 Relevant Experience CONTINUED



E&B PAVING.Inc

■ Relevant Experience on Permitting, Coordination, and Oversight by ACOE and FHWA on Environmentally Sensitive Projects:

All of the previously listed projects required extensive work with Army Corp of Engineers on 401 and 404 Permits. The projects also required Rule 5 and SWPPP permitting. Our team is extremely well-versed with the permitting process. E&B Paving and United Consulting recognize the potential for permitting challenges as the project progresses. Should any such conflicts arise, we will work with INDOT to determine available scheduling opportunities to keep the project moving forward and stay on schedule.

■ Relevant Project Experience on Construction of Highways with Significant MOT

As mentioned previously, E&B Paving is currently constructing the I-65 Added Travel Lane project in Clark County which has demanding MOT requirements to keep the motoring public moving with two lanes in each direction. Highway safety is a major initiative for E&B Paving. We understand the importance of maintaining a safe environment for everyone who travels through the jobsite as well as construction and contractor crews working in the area. MOT will be a significant area of focus on the I-65 Southeast Indiana Project.

■ Scope under Fixed Funds

E&B is familiar with Fixed Funds projects. Through our previous design-build projects and current projects involvement on Indiana Finance Authority (IFA) projects including I-69 Section 5 and the Ohio River Bridges projects, we understand the complexity of Fixed Funds projects and the daily communication required to keep them on track. We look forward to submitting a response to the upcoming project RFP and introducing alternative technical concepts which introduce private market innovation.

■ Relevant Project Experience with Unique Hydrological issues

Approaching 50 years of experience in the highway construction business, E&B Paving, Inc. has successfully delivered significant construction efforts in environmentally sensitive areas. We understand the importance of project commitments, proactive installation of protection measures, and communicating any unidentified features. Recently, with the major construction projects centered around SR 37 and I-69 through Southwest Indiana, we have been involved in karst features and hydrological features that require significant attention to erosion and sediment control. In each instance, our proactive team of experts identified and implemented solutions to protect the environment and complete the construction.



E&B PAVING.Inc





2.5. FORM B-1 AND ORGANIZATIONAL CHARTS



E&B PAVING, Inc



**FORM B-1
PROPOSER TEAM SUMMARY**

PROPOSER	E&B Paving, Inc.
CONTACT PERSON	Steve Varner, P.E.
ADDRESS	17042 Middletown Ave. Noblesville, IN. 46060
TELEPHONE NUMBER	317-460-0744
E-MAIL ADDRESS	steve.varner@ebpaving.com

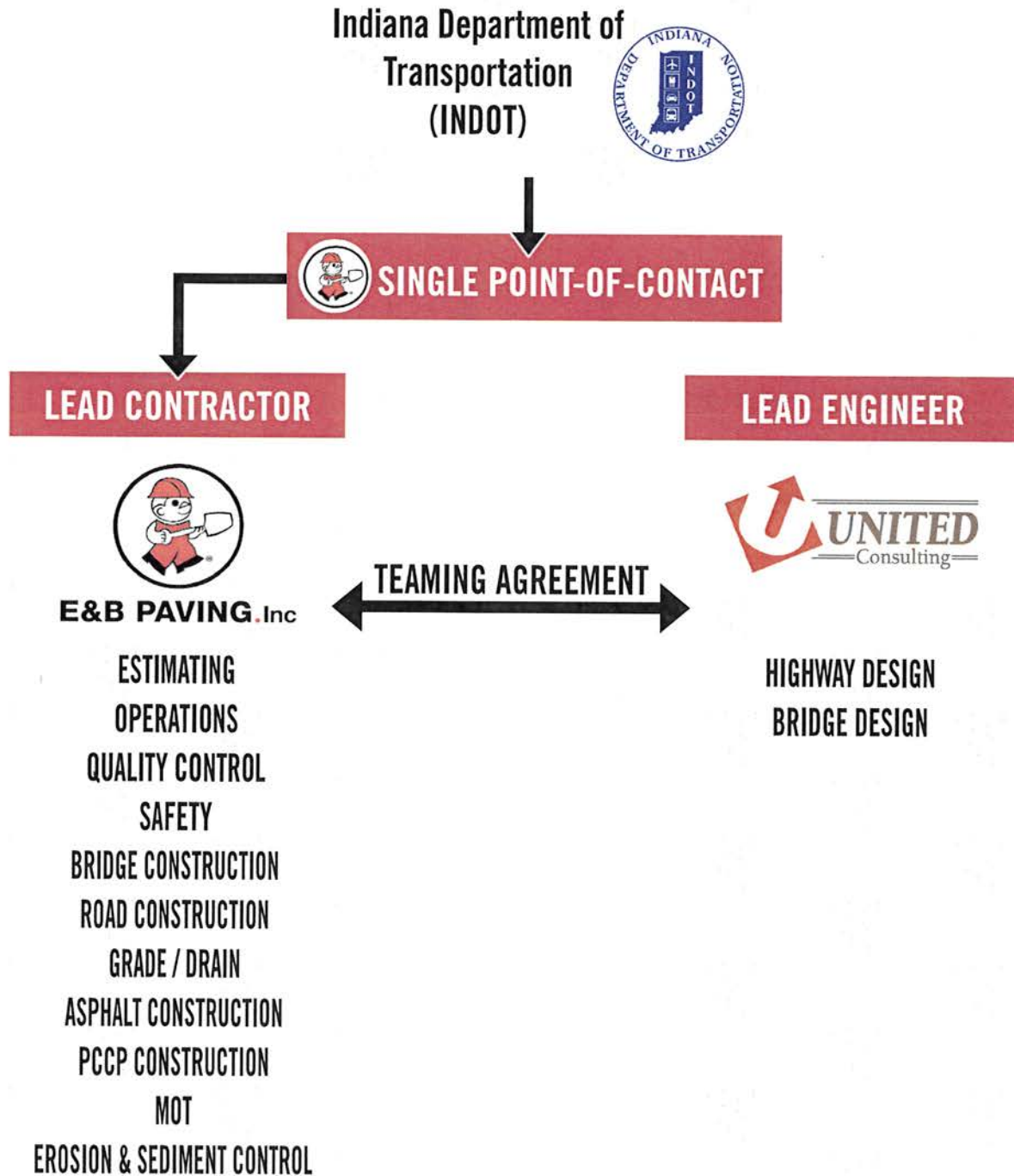
MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	United Consulting
CONTACT PERSON	Michael Rowe, P.E.
ADDRESS	1625 N. Post Road Indianapolis, IN 46219
TELEPHONE NUMBER	317-895-2585
E-MAIL ADDRESS	michael.rowe@ucindy.com

GUARANTORS (See Part A, Section 2.8) <i>(Duplicate for each guarantor)</i>	
NAME OF FIRM	Assured Partners of Indiana, LLC
CONTACT PERSON	Eric M. Wahlstrom
ADDRESS	10410 North Meridian St. Suite 300 Indianapolis, IN.
TELEPHONE NUMBER	317-844-7759
E-MAIL ADDRESS	ewahlstrom@tobias.com



PART B 2.5 Organizational Chart - Proposer Structure, Teaming Arrangements and Reporting Requirements

2.5. ORGANIZATIONAL - TEAM STRUCTURE





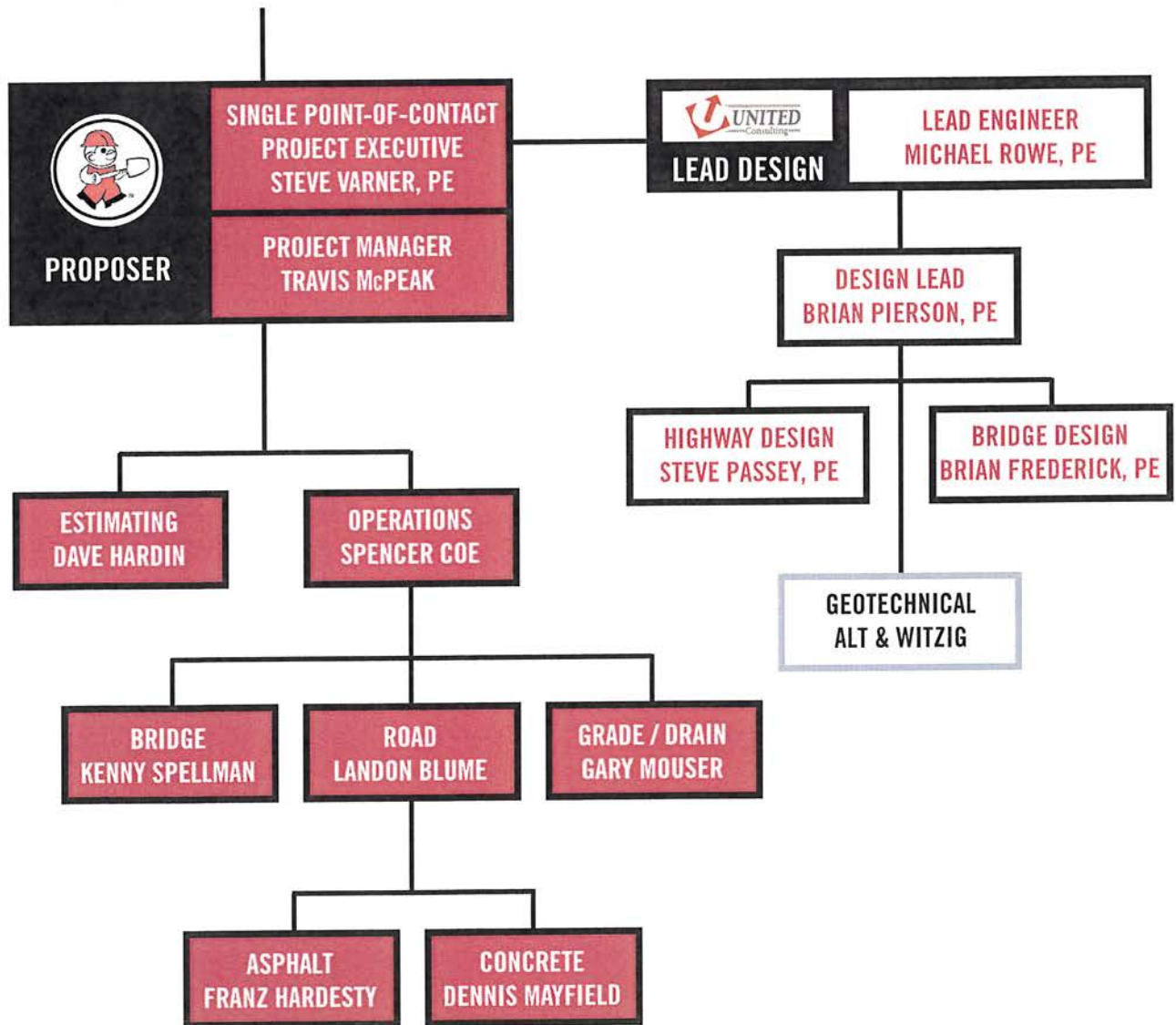
PART B 2.5 Organizational Chart - Key Personnel

2.5. ORGANIZATIONAL - KEY PERSONNEL

Indiana Department of Transportation (INDOT)



PROPOSER / E&B PAVING, INC.
LEAD DESIGN / UNITED CONSULTING





2.6 LEGAL INFORMATION





PART B 2.6.1 Legal Issues

The Proposer, Equity Member, Major Participants or affiliates have no legal issues which must be resolved in order to deliver the Project and perform its obligations under a PAA. Please reference the confirmation letters.

PART B 2.6.2 Legal Liabilities

The Proposer, Equity Member, and Major Participants have reviewed legal liabilities and provided the required information in the confirmation letters.

PART B 2.6.3 Legal Proceedings

All the required information for the Proposer, Equity Member, Major Participants or affiliates regarding legal proceedings is documented in the confirmation letters.





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

July 6, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B- Section 2.6.1. - Legal Issues

Dear Ms. Perez:

There is no anticipated legal issues of any kind related to E&B Paving, Inc. (Proposer) that would impact E&B Paving, Inc. ability to deliver the Project or perform its obligations under a PPA.

If you have any questions or comments, please contact our office at your convenience.

Sincerely
E&B Paving, Inc.

Larry Canterbury
President

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060
PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS



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

July 6, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B- Section 2.6.2. - Legal Liabilities

Dear Ms. Perez:

As required under Section 2.6.2. Of the Request for Qualifications, E&B Paving, Inc. (Proposer) is providing the following disclosures:

(i) Liable for material breach of contract

In the last five years, on projects in North America, E&B Paving, Inc. has not been found liable for a material breach of contract other than as disclosed below: None.

(ii) Terminated for Cause

In the last five years, on projects in North America, E&B Paving, Inc. has not been terminated for cause other than as disclosed below: None.

If you have any questions or comments, please contact our office at your convenience.

Sincerely
E&B Paving, Inc.

Larry Canterbury
President

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060
PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS



E&B PAVING. Inc
World-Class Solutions at a Local LevelSM

July 6, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B- Section 2.6.3. - Legal Proceedings

Dear Ms. Perez:

As required under Section 2.6.3. of the Request for Qualifications, E&B Paving, Inc. (Proposer) is providing the following disclosures:

Provide a list and a brief description (including the contact value, amount at issue and resolution) of arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, and Equity Member, and Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract or (b) \$200,000 on projects with a contract value in excess of \$10 million. - None.

If you have any questions or comments, please contact our office at your convenience.

Sincerely
E&B Paving, Inc.



Larry Canterbury
President

AN EQUAL OPPORTUNITY EMPLOYER

17042 Middletown Ave. • Noblesville, IN 46060
PHONE: 317.773.4132 • FAX: 317.773.4137

www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS



July 11, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B – Volume 1, Section 2.6.1. – Legal Issues

Dear Ms. Perez:

There are no anticipated legal issues of any kind related to United Consulting Engineer, Inc. (Major Participants and Other Team Members) that would impact United Consulting Engineers, Inc. ability to deliver the Project or perform its obligations under a PPA.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Michael Rowe, PE
Vice President

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS

William E. Hall, PE
Dave Richter, PE, PLS
Steven W. Jones
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolska, PE
Davin L. Stettler, AICP
Darryl P. Wineinger, PE
Adam C. Post, PE
Michael S. Clapham, AICP
E. Rachelle Pemberton, PE
Timothy J. Coomes, PLS
Jon E. Clodfelter, PE
Steven R. Passey, PE
Brian J. Pierson, PE
Christopher L. Hammond, PE
Paul D. Goltzbach, PE
Brian S. Frederick, PE
Jay N. Ridens, PE
Christopher J. Dyer, PE
Matthew R. Lee, PE
William R. Curtis, PE
Jeremy A. Richardson, PE
Heather E. Kilgour, PE
Adam J. Greulich, PLS
Whitney D. Neukam, PE
Caleb C. Ross, PE
Matthew A. Taylor, PE
Josh O. Betz, PLS
Dann C. Barrett, PE
Scott G. Minnich, PE
Sean B. Harkins, PE
Benjamin T. Stenger, PE
John R. Stocks, PE
Jim R. Lesh, PE
Nicholas J. Kocher, PE
Jennifer L. Hart, PE
Jeffrey R. Andrews, PE
Kelton S. Cunningham, PE
Richard T. Bernard, PE

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585



July 11, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B – Volume 1, Section 2.6.2. – Legal Liabilities

Dear Ms. Perez:

As required under Section 2.6.2. of the Request for Qualifications, United Consulting Engineers, Inc. (Major Participants and Other Team Members) is providing the following disclosures:

(i) Liable for material breach of contract

In the last five years, on projects in North America, United Consulting Engineers, Inc. has not been found liable for a material breach of contract other than as disclosed below: None.

(ii) Terminated for Cause

In the last five years, on projects in North America, United Consulting Engineers, Inc. has not been terminated for cause other than as disclosed below: None.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Michael Rowe, PE
Vice President

ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER &
WASTEWATER

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Darryl P. Wineinger, PE

Adam C. Post, PE

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Croffelder, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Grotzbach, PE

Brian S. Frederick, PE

Jay N. Ridans, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Whitney D. Neukam, PE

Caleb C. Ross, PE

Matthew A. Taylor, PE

Josh O. Betz, PLS

Dann C. Barnett, PE

Scott G. Minnich, PE

Sean B. Hankins, PE

Benjamin T. Stenger, PE

John R. Stocks, PE

Jim R. Lash, PE

Thomas J. Kocher, PE

Jennifer L. Hart, PE

Jeffrey R. Andrews, PE

Kelton S. Cunningham, PE

Richard T. Bernard, PE

www.ucindy.com
(317) 895-2585
1625 N. Post Road, Indianapolis, IN 46219



July 11, 2015

I-65 Southeast Indiana Project
Attention: Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204

RE: I-65 Southeast Indiana Project
Part B – Volume 1, Section 2.6.3. – Legal Proceedings

Dear Ms. Perez:

As required under Section 2.6.3. of the Request for Qualifications, United Consulting Engineers, Inc. (Major Participants and Other Team Members) is providing the following disclosures:

Provide a list and a brief description (including resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution occurring during the last five years related to a transportation project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Participant or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract or (b) \$200,000 on projects with a contract value in excess of \$10 million. – None.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Michael Rowe, PE
Vice President

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS

William E. Hall, PE
Dave Richter, PE, PLS
Steven W. Jones
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolska, PE
Devin L. Stettler, AICP
Darryl P. Wirsinger, PE
Adam C. Post, PE
Michael S. Orphant, AICP
E. Rachete Pemberton, PE
Timothy J. Coomes, PLS
Jon E. Clodfelter, PE
Steven R. Passey, PE
Bryan J. Pherson, PE
Christopher L. Hammond, PE
Paul D. Glotzbach, PE
Bryan S. Frederick, PE
Jay N. Ridens, PE
Christopher J. Dyer, PE
Matthew R. Lee, PE
William R. Curtis, PE
Jeremy A. Richardson, PE
Heather E. Kigour, PE
Adam J. Greulich, PLS
Whitney D. Neukam, PE
Caleb C. Ross, PE
Matthew A. Taylor, PE
Josh O. Betz, PLS
Dann C. Barrett, PE
Scott G. Minnick, PE
Sean B. Hanks, PE
Benjamin T. Stenger, PE
John R. Stocks, PE
Jim R. Lesh, PE
Nicholas J. Kocher, PE
Jennifer L. Hart, PE
Jeffrey R. Andrews, PE
Kelton S. Cunningham, PE
Richard T. Bernard, PE

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585



3. APPROACH TO PROJECT



E&B PAVING, Inc





PART B 3. APPROACH TO PROJECT

3. APPROACH TO PROJECT

■ **A Description of Proposer’s General Approach to the Design and Construction of the Project, including a High Quality, Best Value Project**

The E&B Paving and United Consulting team understands the procurement process and offers a proven project approach, tailored specifically to deliver a Best Value Design-Build in the most efficient and cost-effective way possible. Our construction personnel will work closely with our design professionals to evaluate the project goals and identify innovative design alternatives and construction techniques that will provide added value to the project with the potential to save INDOT time and money. As part of the Irving Materials Inc Group of Companies, E&B Paving has the capability to incorporate our other specialty companies to assist in finding unique, innovative solutions to control costs and keep the project on schedule. One example is Construction Material Laboratories will assist with pavement design opportunities. Our Ready Mix and Aggregate relationships ensure our material pricing is the best in the Industry. With Specialties Company, we have concrete breaking, soil stabilization, milling, guardrail, and other operational experience to evaluate cost saving initiatives which allows our team to provide the Best Value. E&B Paving will produce a Project Management Plan (PMP) to document the process and plan to execute the requirements of the PPA.

■ **A description of Proposer’s General Approach to Quality Control/ Quality Assurance and Project Oversight.**

E&B Paving constantly evaluates our internal processes to ensure we are among the industry leaders in quality control/quality assurance efforts. E&B Paving’s approach for each of our projects is to create job specific quality control plans that reflect local resources, specific job conditions, and unique owner requirements. Our goal is to exceed every client’s quality expectations and requirements. At the heart of our quality control efforts is communication; communication between our material suppliers, our production staff, our design laboratories, our independent testing department, our field crews, and the owner’s representatives. Simply stated, everyone at E&B Paving is involved in quality control.

As a Best Value project, we know the project goal is to improve the existing travel lanes and shoulder pavement and extend the life of the bridges and small structures. E&B Paving’s approach to project oversight will be to take the identified goals, specific site issues, needed construction methods, and all owner requirements into account and assemble the most qualified and experienced project management team in the industry. Our project management team will work together to formulate a specific Project Management Plan (PMP) to address all of the needs of this project. Once the PMP is developed and the project has started, we will review the PMP and our progress on a regular basis internally, with the owner’s representatives, and with key stakeholders. Our goal is to work in partnership with the owner and key stakeholders to construct projects safely and efficiently.



PART B 3. APPROACH TO PROJECT CONTINUED

■ A Description of Proposer's General Approach to Traffic Management, Health and Safety, Permit Procurement, Utility Relocation, Railroad Coordination, Environmental Protection, and Public Relations

As we have mentioned several times in the Statement of Qualifications, we believe the approach to traffic management and traffic control will be instrumental to becoming the successful proposer for the I-65 Southeast Indiana project. When the RFP is issued, our MOT team will work closely with our construction estimators to ensure our project sequencing meets the project requirements, department standards, and is cost effective. The developed detailed approach to MOT will factor in health and safety of the traveling public and our employees.

Best Value Design-Build projects require excellent communication with the key stakeholders and various governmental agencies to achieve project goals and schedule requirements. We understand the project will require a proactive approach and careful planning to anticipate and minimize potential challenges that could adversely affect the project schedule. Some challenges that would require swift action for quick resolution could include permitting issues, utility relocations, and railroad coordination. Early meetings with affected stakeholders and proactive communication will be imperative to ensure we understand the requirements of these entities and any cost or schedule impacts to the project.

Finally, E&B paving will proactively communicate through INDOT and public meetings prior to all major construction milestones to aid in project awareness and provide alternate routes to reduce construction zone traffic.

■ A Description of What the Proposer Considers the Significant Risks

As with most construction projects, permits, environmental unknowns, wetlands mitigation, and utility impacts are often a concern. Through the draft RFP process and meeting opportunities, we can provide feedback to INDOT on what risks are anticipated and methods to minimize or eliminate these concerns.



I-65 SOUTHEAST INDIANA PROJECT - DESIGN/BUILD



4. ADDITIONAL MATERIALS

FORM B-2
INFORMATION REGARDING
PROPOSER and MAJOR PARTICIPANTS

Name of Proposer: E&B Paving, Inc.

Name of Firm: E&B Paving, Inc.

Year Established: 1967

Individual Contact: Steve Varner, P.E.

Individual's Title: Special Projects Coordinator

Firm's CEO/Chairman: Larry Canterbury

Federal Tax ID No. (if applicable): 35-1139301

Telephone No.: 765-643-5358

North American Industry Classification Code: 237310

Fax No.: 765-643-0699

Name of Official Representative (if applicable): Steve Varner, P.E.

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.)
- 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: E&B Paving, Inc.

B. Business Address: 286 W. 300N Anderson Indiana 46012

Headquarters: Anderson, Indiana

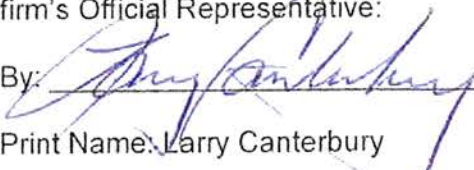
Office Performing Work: Clarksville, Indiana

Contact Telephone Number: 317-460-0744

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**) for each member firm and attach it to the SOQ. Also indicate the name and role of each guarantor and attach a separate form.

<u>Name of Firm</u>	<u>Role</u>
_____	_____
_____	_____
_____	_____
_____	_____

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: Larry Canterbury

Title: President

Date: July 9, 2016

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

FORM B-2
INFORMATION REGARDING
PROPOSER and MAJOR PARTICIPANTS

Name of Proposer:

E&B Paving, Inc.

Name of Firm:

United Consulting Engineers, Inc.

Year Established: 1965

Individual Contact: Michael Rowe

Individual's Title: Vice President

Firm's CEO/Chairman: William Hall

Federal Tax ID No. (if applicable): 35-1108415

Telephone No.: 317-895-2585

North American Industry Classification Code: 541330

Fax No.: 317-895-2595

Name of Official Representative (if applicable): Michael Rowe

Business Organization (check one):

- Corporation (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.)
- 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: United Consulting Engineers, Inc.

B. Business Address: 1625 N. Post Road, Indianapolis IN 46219

Headquarters: 1625 N. Post Road, Indianapolis IN 46219

Office Performing Work: Indianapolis

Contact Telephone Number: 317-895-2585

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) for each member firm and attach it to the SOQ. Also indicate the name and role of each guarantor and attach a separate form.

Name of Firm	Role
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

By: Michael Rowe

Print Name: Michael Rowe

Title: Vice President

Date: July 11, 2016

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

FORM C
CERTIFICATION

Proposer: E&B Paving, Inc.

Name of Firm Completing this Form: E&B Paving, 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 ten 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 ten 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 ten 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 ten 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 ten 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 ten 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 ten years (measured from the date of issuance of this RFQ) governing Common Wages or 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.

The term "affiliate" has the meaning set forth in Part B, Section 2.6.2 of this 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: Larry Canterbury

Title: President

Date: July 9, 2016

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

**FORM C
CERTIFICATION**

Proposer: E&B Paving, Inc.

Name of Firm Completing this Form: United Consulting Engineers, 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 ten 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 ten 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 ten 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 ten 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 ten 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 ten 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 ten years (measured from the date of issuance of this RFQ) governing Common Wages or 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.

* The term "affiliate" has the meaning set forth in Part B, Section 2.6.2 of this RFQ.

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

By: Michael Rowe

Print Name: Michael Rowe

Title: Vice President

Date: July 11, 2016

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

CNA SURETY

July 8, 2016

Indiana Department of Transportation I-65 Southeast Project
Silvia Perez, Project Manager
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, IN 46204

RE: E & B Paving, Inc.
I-65 Southeast Indiana Project
Surety Letter

To whom it may concern:

We understand that E & B Paving, Inc. will be submitting a proposal on the above captioned project. Continental Casualty Company (CNA Surety) has the pleasure of extending surety credit to E & B Paving, Inc. Continental Casualty Company is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$800 million. E & B Paving, Inc. enjoys a well-deserved reputation for excellence and is financially strong and technically qualified to complete projects they undertake.

At the present time, Continental Casualty Company is in a position to consider the project referenced above. E & B Paving, Inc. has the capacity to obtain both a payment bond (or bonds) and a performance bond (or bonds), each in the aggregate stated amount of \$90 million indicated in the Request for Qualifications. E & B Paving, Inc. can obtain single bonds in excess of \$200 million.


We have read and reviewed the Request for Qualifications and addenda to Design and Build the I-65 Southeast Indiana Project. We evaluate E & B Paving, Inc.'s financial statements and capability, backlog and work-in-progress on a regular basis as a matter of our normal underwriting procedures. The aforementioned evaluation helped determine the bonding capacity detailed above.

Please understand this is neither a commitment nor a limitation on the bond capacity of E & B Paving, Inc. but should be viewed rather as a general guideline. As always, Continental Casualty Company reserves the right to perform normal underwriting at the time of the final bond request, to include but not limited to the acceptability of the project contract documents, bond forms and financing.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued as a bonding reference requested from us by our client.

Yours very truly,

CONTINENTAL CASUALTY COMPANY


Eric M. Wahlstrom
Attorney-in-Fact

Enclosure

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Liana M. Shelton, Robert M. Rutigliano, Eric M. Wahlstrom, Brian T. Morton, Terry R. Hurst, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 8th day of February, 2016.

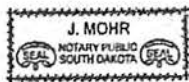


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 8th day of February, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of July, 2016.



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

D. Bult
D. Bult Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

January 8, 2016

TO

E & B PAVING INC

ANDERSON, IN

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

Valid February 1, 2016 Thru January 31, 2017

AGGREGATE	SUNLIMITED
0085 CLEAN/SEAL CRACKS/JOINTS: PCCP/HMA PVMT	\$50,000,000
0194 PAVEMENT SEALING MICROSURFACING	\$50,000,000
0230 PVMT GRVING SCARIFICATION RUMBLE STRIPS	\$30,000,000
0284 RECYCLING CONCRETE PAVEMENT	\$50,000,000
0286 RECYCLING ASPHALT PAVEMENT	\$50,000,000
0288 PAVEMENT SEALING SLURRY, FOG AND CHIP	\$50,000,000
0289 SEALING PARKING LOTS AND DRIVEWAYS	\$50,000,000
0290 SEWER AND PIPE CLEANING AND LINING	\$5,000,000
A(A) CONCRETE PAVEMENT, GENERAL	SUNLIMITED
A(B) CONCRETE PAVEMENT, LIMITED	SUNLIMITED
B(A) ASPHALT PAVING: CERT HMA PLANT	SUNLIMITED
C(A) HEAVY GRADING	\$75,000,000
C(B) LIGHT GRADING	\$75,000,000
D(A) HWY OR RR BRIDGES OVER WATER	\$75,000,000
D(B) HWY OR RR BRIDGES OVER HIGHWAYS	\$75,000,000
D(C) HWY BRIDGES REQ PROTECTION OF RR TRACKS	\$75,000,000
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	\$50,000,000
E(F) SURFACE MASONRY AND MISC CONCRETE	\$50,000,000
E(Q) CONCRETE PAVEMENT REPAIRS	\$50,000,000
E(R) ROAD MILLING	\$50,000,000
E(T) DEMOLITION	\$50,000,000

Garrett Macdonald

PREQUALIFICATION ENGINEER

Mark A. Hill

for COMMISSIONER



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

JUL 08 2016

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

June 28, 2016

Prequalification Section
(317) 232-5095

Chris Pope
United Consulting Engineers, Inc.
1625 North Post Road
Indianapolis, IN 46219

Re: Consultant Prequalification

Dear Chris Pope:

The Consultant Prequalification Financial Update Application submitted on 6/23/2016 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/27/2016. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2017. Your General/Technical approval will expire on 09/30/2017.

Your Firm's annual contracting capacity for the CPA Audit Level is \$19,186,446.00 for the fiscal period that ended on 12/31/2015. Your firm was approved for this financial level as notified separately by the External Audit Section. Your requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,


Karen B. Macdonald, P.E.
Prequalification Engineer

Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/28/2016

United Consulting Engineers, Inc.

Valid Work Groups

Effective: 06/27/2016

Expires on: 09/30/2017


Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Stettler, Devin L
2.1	Traffic Data Collection	Stettler, Devin L
2.2	Traffic Forecasting	Stettler, Devin L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Richardson, Jeremy A
3.2	Complex Traffic Capacity and Operations Analysis	Richardson, Jeremy A
4.1	Traffic Safety Analysis	Richardson, Jeremy A
5.1	Environmental Document Preparation - EA/EIS	Stettler, Devin L
5.2	Environmental Document Preparation - CE	Stettler, Devin L
5.3	Environmental Document Preparation - Section 4(f)	Stettler, Devin L
5.4	Ecological Surveys	Oliphant, Michael S
5.6	Waterway Permits	Stettler, Devin L
6.1	Topographic Survey Data Collection	Coomes, Tim J Cox, James G
8.1	Non-Complex Roadway Design	Rowe, Michael A
8.2	Complex Roadway Design	Hammond, Christopher L Rowe, Michael A

Handwritten signature and date:
Hammond
7-1-16

Work Type Code	Work Type Description	Qualifying Person(s)
9.1	Level 1 Bridge Design	Clodfelter, Jon E Pope, Christopher R
9.2	Level 2 Bridge Design	Clodfelter, Jon E Pope, Christopher R
10.1	Traffic Signal Design	Richardson, Jeromy A
10.3	Complex Roadway Sign Design	Rowe, Michael A
10.4	Lighting Design	Richardson, Jeromy A
11.1	Right of Way Plan Development	Betz, Joshua O Coomes, Tim J
12.1	Project Management for Acquisition Services	Stettler, Devin L
13.1	Construction Inspection	May, Stuart Pemberton, Rachelle
14.1	Regular Bridge Inspection	Post, Adam C
14.2	Complex Bridge Inspection	Post, Adam C
14.4	Small Structure and Miscellaneous Structure Inspections	Frederick, Brian S Post, Adam C
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Post, Adam C

cc: Prequalification File

An Equal Opportunity Employer


 Karen B. Macdonald, P.E. 7-1-16
 Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

November 10, 2015

Prequalification Section
(317) 232-5095

Thomas Coffey
Alt & Witzig Engineering, Inc.
4105 W. 99th St.
Carmel, IN 46032

Re: Consultant Prequalification

The Consultant Prequalification General/Technical Renewal Application submitted on 11/2/2015 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 11/10/2015. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2016. Your General/Technical approval will expire on 12/31/2017.

Your firm's annual contracting capacity for the Limited Services Level is \$150,000.00 for the fiscal period that ended on 12/31/2014. Under the Limited Services Level, your firm is approved for lump sum or negotiated billing rate agreements.

Your firm's annual contracting capacity for the Unit Price Services Level is \$12,689,503.64 for the fiscal period that ended on 12/31/2014. Unit Price payments are only allowed for certain work types.

You may submit a Financial Modification Application through PSCS to request one of the full financial levels; CPA Audit, Cognizant Audit, or Self-Certified. Full financial level submissions will be reviewed by INDOT's External Audit Section.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Prequalification Research Analyst at 317-234-4917 if you have any questions.

cc: Prequalification File

Respectfully,


Karen B. Macdonald, P.E.
Prequalification Engineer

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 11/10/2015

Alt & Witzig Engineering, Inc.


Valid Work Groups

Effective: 11/10/2015

Expires on: 12/31/2017

Work Type Code	Work Type Description	Qualifying Person(s)
7.1	Geotechnical Engineering Services	Coffey, Thomas J Harness, David C Wilkinson, Ellen Anne W

cc: Prequalification File


Karen B. Macdonald, P.E.
Prequalification Engineer

FORM D
ENTITIES PREQUALIFIED BY INDOT FOR SPECIFIC WORK TYPES

Work Type	Prequalified Entity
A(A) Concrete Paving General	E&B Paving, Inc.
B(A) Asphalt Paving	E&B Paving, Inc.
8.2 Complex Roadway Design	United Consulting
9.2 Level 2 Bridge Design	United Consulting

Teaming Agreement

This Teaming Agreement ("Agreement"), made this 11 day of JULY, 2016, sets forth the teaming agreement between the following parties Contractor and Designer ("collectively 'Team' or 'Team Members'") in connection with the Project and Owner identified below.

Contractor: E & B Paving, Inc.
286 W. 300 N.
Anderson, IN 46012

Designer: United Consulting
1625 N. Post Road
Indianapolis, IN 46219

Project(s): I-65 Design Build Seymour

Owner: Indiana Department of Transportation

Article 1 – Lead Designer

This Agreement shall define the Team Members for the potential proposals and submission of proposals or bids to the Owner for Projects listed in this Agreement. Designer will be Contractor's lead designer for the above Projects and Contractor will maintain an exclusive teaming relationship for Projects, with Designer, during the pre-award phase, and if awarded a Project, during the design-build phase subject to the terms of the Agreement for Design Services-Phase I and Phase II. Designer's services for bidding purposes will be performed for Contractor through the Agreement for Design Services-Phase I ("Design Agreement-Phase I"), which shall be fully executed at the time Designer is directed by Contractor to begin its services on a particular project ("Project") listed in this Agreement. Designer agrees to execute a mutually negotiated and agreeable Design Agreement (Phase I) prior to beginning work as Designer on the Project.

Article 2 – Support Designers

Other design firms, as needed, to support the design requirements, will be subcontracted to Designer. If the Project has a disadvantaged business enterprise goal, Designer will assist Contractor in meeting the Project's DBE goal by using all commercially reasonable efforts to subcontract a portion of the design work to certified and qualified DBE design firms in a percentage at least equal to the Project's DBE requirements. Designer will give Contractor an opportunity to evaluate prospective support designers before their selection is finalized by Designer.

Article 3 – Key Staff

Designer agrees that the following key staff will be assigned to the Project: **TBD**

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.

Article 4 – Compensation for Design Services

Basic Design Services (as defined in the Design Agreement-Phase I and Design Agreement-Phase II) during the design-build phase will have a lump sum price established collaboratively between Contractor and Designer in the Design Agreements. Up to the point in time the Designer executes the Design Agreement-Phase I, each Team Member shall be responsible for its own costs and expenses incurred under this Agreement.

Article 5 – Pre-Award Phase Services

5.1 Contractor will manage the pre-award phase services (Letter of Interest, Statement of Qualifications and Proposal, as applicable). In cooperation with Contractor, Designer shall:

- Provide appropriate levels of management and technical staff to manage the pre-award phase requirements of the Project including the services of its subcontractors;
- Respond to all design or designer-related requirements of the Request for Qualifications and Request for Proposal;
- Review the prime contract and, if applicable, offer suggestions for improving its clarity or acceptability;
- Participate in brainstorming sessions on Project technical approaches;
- Perform preliminary design as required by the Request for Proposal;
- Support Contractor in estimating the scope of work and limited quantities, so that Contractor is able to submit an accurate, high quality cost proposal to Owner; and
- Prepare or furnish graphics, printing, editing, packaging, and publishing for the Statement of Qualifications, Proposal document(s) and/or the oral interview if required.

5.2 Except as provided below, Designer will bear its own cost for provision of the above pre-awarded phase services. To the degree possible, Contractor will limit requests of the design team to providing the level of information required to submit an acceptable technical proposal and other items as stated in 5.1.

5.3 If Owner offers a stipend, Contractor will distribute to Designer the full stipend. It is not anticipated that a DBE will participate in the pre-bid phase.

5.4 Designer agrees that the post-bid design services estimate will be submitted to Contractor no later than four (4) work days before the proposal due date, in a format that is mutually agreed between the parties.

5.5 Designer agrees that the post-bid design services schedule will be submitted to Contractor no later than seven (7) work days before the proposal due date, in a format that is mutually agreed between the parties.

Article 6 – Termination

6.1 This Teaming Agreement will automatically terminate upon the occurrence of one of the following events, whichever occurs first:

6.1.1 Award of the Project to Contractor and execution of the Design Agreement-Phase I by the parties;

6.1.2 Award of the Project to another team;

6.1.3 If award of the Project is not made within 180 days after the proposal is submitted to Owner, unless the parties agree upon an extension;

6.1.4 Cancellation of the Request for Proposal

6.1.5 Failure of Contractor to become prequalified by Owner to submit a proposal;

6.1.6 Any party reasonably determining that a significant Project matter, such as the Project's financing plan, the procurement process, or the terms of the prime contract or proposal, is unacceptable to said party;

6.1.7 Any party filing or failing to discharge an involuntary petition in bankruptcy or reorganization, making a general assignment to creditors, or becoming insolvent;

6.1.8 Any party being acquired by or merged with any entity having a conflict of interest with the pursuit or prosecution of the Project;

6.1.9 A default by any party in respect of any of its obligations under this Teaming Agreement, which is not corrected within ten (10) calendar days after receipt of written notice of such default provided by the other party, at the discretion of the non-defaulting parties;

6.1.10 Two (2) years after the date first written above, unless extended through mutual agreement of the parties; or

6.1.11 Mutual agreement of the parties.

6.2 If termination occurs for any reason set forth above, except through award of the Project to Contractor, a determination that a Project matter is unacceptable, or by mutual agreement, the remaining parties may compete for the Project individually or in combination with any other entity. If termination occurs through a determination by

one party that a Project matter is unacceptable, only the other parties may compete for the Project individually or in combination with another entity.

Article 7 – Confidentiality

Each party agrees to hold in strict confidence all technical, cost-related and all other information developed or obtained by the parties for the Project proposal. After award or cancellation of the Project by Owner, each party will be free to divulge only that information which it solely developed or obtained. Information obtained from the other party, or cooperatively developed or co-developing party unless (a) the information is, at the time of disclosure, then in the public domain or (b) such disclosure is required pursuant to a valid governmental or judicial order. Designer will include a similar confidentiality clause in its agreements with support designers.

Article 8 – Miscellaneous

8.1 This Teaming Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, without giving effect to its choice of law rules and which State's Court's shall have exclusive jurisdiction over the parties and the subject matter hereof. This Team Agreement may only be modified or amended by a separate written agreement executed by all parties hereto. If any one of the provisions of this Teaming Agreement is determined, by a court of competent jurisdiction, to be invalid or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired.

8.2 EXTENT OF AGREEMENT This Agreement is exclusively for the benefit of the Team and shall not be interpreted or construed as conferring, either directly or indirectly, any rights or causes of action upon any person or entity not a party. This Agreement constitutes the entire agreement among the Team, and is subject to no other oral or written proposals, agreements or understandings whatsoever, and can only be supplemented or amended by a written document executed by the Team.

8.3 ASSIGNMENT This Agreement is binding upon the representatives, assigns and successors of the Team. The interests and rights of Team Members in the Proposal and as a Member of this Team shall not be transferable or assignable without written consent of the other Team Members, as applicable.

8.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

8.5 NO WAIVER OF PERFORMANCE The failure of the Team, or any Team Member to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as

a waiver or relinquishment of such term, covenant, condition or right with respect to further performance of any other term, covenant, condition or right.

8.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

8.7 JOINT DRAFTING Team Members expressly agree that this Agreement was jointly drafted, and that all had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall not be construed against or in favor of any Team Member, but shall be construed in a neutral manner.

8.8 NOTICES Any notice which is required or permitted to be given under any provision of this Agreement shall be given in writing and shall be delivered either in person, by a delivery service, or by registered or certified mail, and shall be deemed effective when received by Team Member at the address provided in ARTICLE 1. However, each Team Member may, by written notice to the other Team Members, change its address for receiving such notices. In an emergency affecting the safety of persons or property, notice shall be given in a reasonable manner to prevent threatened damage, injury, or loss, with reasonable efforts to give advanced written notice or as soon as practical.

8.9 NON-SOLICITATION OF EMPLOYEES For a period of not less than 60 days following the final completion of a Proposal for any of the projects, each Team Member will refrain from making offers, enticements, or inducements to cause employees of the other Team Members to leave the employ of such Team Member and enter into employment with Team Member making such offers, enticements or inducements, or its affiliates.

8.10 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES The Team and Team Members agree to waive all claims that any of them may have against each other for any consequential damages that may arise out of or relate to this Agreement, including but not limited to loss of business, loss of financing, loss of profits not related to the Proposal, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver:

- (l) losses covered by insurance required by this Agreement;
- (m) third-party consequential damages that flow through to the Team or any Team Members; and
- (n) other remedies set forth in this Agreement.

Approved as of the day and year first above written:

CONTRACTOR
E & B Paving, Inc.

By: 

Printed Name: Larry Carterbury

Title: President

0127903.0636504 4850-0672-7218v1

DESIGNER

By: 

Printed Name: chris R. Pope

Title: Vice President

By: 

Printed Name: MICHAEL ROWE

Title: VICE PRESIDENT