

**INDIANA FINANCE AUTHORITY
 REQUEST FOR
 QUALIFICATIONS TO DESIGN
 AND BUILD THE I-69 MAJOR
 MOVES EXPANSION PROJECT
 THROUGH A PUBLIC-PRIVATE
 PARTNERSHIP AGREEMENT**

SOQ DUE DATE: APRIL 20, 2015



MILESTONE CONTRACTORS, L.P.
 5950 S. BELMONT AVE.
 INDIANAPOLIS, INDIANA 46217

OFFICE: (317) 788-6885 • FAX: (317) 788-1098



DIGITAL COPY



**Major Moves
 ---2020**



Table of Contents

GENERAL: FORM A

- 1.A. Form A Transmittal Letter

GENERAL: EXECUTIVE SUMMARY

- 1.B. Executive Summary

GENERAL: CONFIDENTIAL CONTENTS INDEX

- 1.C. Confidential Contents Index

PROPOSER AND TEAM INFORMATION

- 2.1. The Proposer
- 2.2. Equity Members
- 2.3. Major Participants and Other Team Members
- 2.4. Proposer and Team Structure

FORM B-1 AND ORGANIZATIONAL CHARTS

- 2.5. Form B-1
- 2.5. Organizational Charts

LEGAL INFORMATION

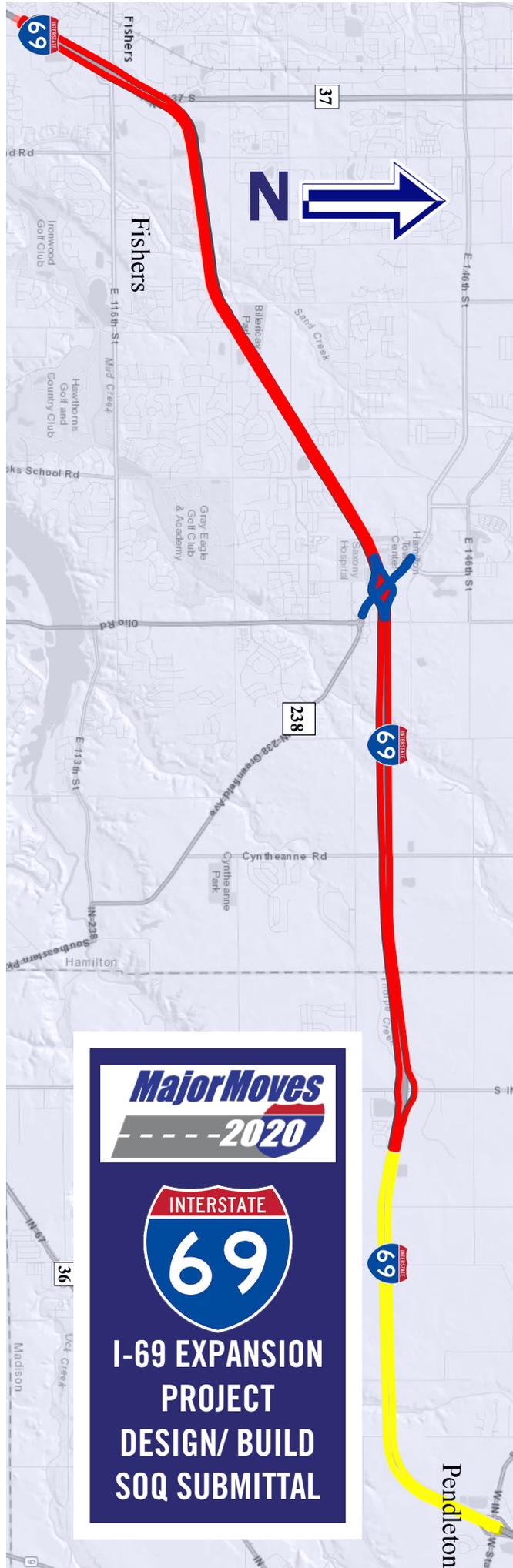
- Milestone Contractors - 2.6.1. Legal Issues
- Milestone Contractors - 2.6.2. Legal Liabilities
- Milestone Contractors - 2.6.3. Legal Proceedings
- United Consulting - 2.6.1. Legal Issues
- United Consulting - 2.6.2. Legal Liabilities
- United Consulting - 2.6.3. Legal Proceedings
- CMD Smith, Inc - 2.6.1. Legal Issues
- CMD Smith, Inc - 2.6.2. Legal Liabilities
- CMD Smith, Inc - 2.6.3. Legal Proceedings
- Alt & Witzig Engineering, Inc. - 2.6.1. Legal Issues
- Alt & Witzig Engineering, Inc. - 2.6.2. Legal Liabilities
- Alt & Witzig Engineering, Inc. - 2.6.3. Legal Proceedings

ADDITIONAL MATERIALS

- 3.1. Form B-2 and Form C
- 3.2. Surety Letter
- 3.3. INDOT Certificate of Qualification Materials
 - 3.3.1. INDOT Certificate of Qualification
 - 3.3.2. Form CR-1
- 3.4. Form D
- 3.5. Form E

TEAMING AGREEMENT

- Teaming Agreement



GENERAL : FORM A



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

FORM A
TRANSMITTAL LETTER



PROPOSER: Milestone Contractors, L.P.

SOQ Date: April 20, 2015

Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Ms. Silvia Perez

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications dated **[March 20, 2015]** (as amended, the "RFQ"), issued by the Indiana Finance Authority ("IFA") 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 Information (including **Form B-1**);

Forms B-2 and C;

Surety Letter(s);

INDOT Certificates of Qualification or Letter Regarding Application for Certificate;

INDOT Form(s) CR-3; and

Form D; and

Form E.

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 #1 issued April 8, 2015

RFQ Question and Answer Matrix issued April 8, 2015

Addendum #2 issued April 16, 2015

RFQ Question and Answer Matrix #2 issued April 16, 2015

[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 IFA is not bound to prequalify any Proposer and may reject each SOQ that IFA 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 IFA for work product, as described in Part A, Section 5.3 of the RFQ.

Proposer [and Equity Members (*if applicable*)] authorize INDOT to allow INDOT and IFA personnel, and the consultants of INDOT and IFA, access to the Proposer's and [and Equity Members' (*if applicable*)] Forms CR-1 and any other prequalification information in possession of INDOT. Proposer [and Equity Members (*if applicable*)] will provide any additional authorizations necessary to allow such access.

Proposer agrees that IFA 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.

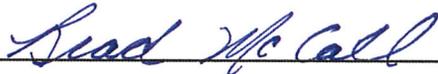
Proposer's business address:

5950 S. Belmont Avenue

(No.)	(Street)	(Floor or Suite)	
Indianapolis	IN 46217	USA	
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: Indiana

By: Milestone Contractors, L.P. by
Contractors United, Inc. – General Partner

By: 

Print Name: Brad McCall

Title: Director of Estimating

CERTIFICATION

The undersigned, as Vice President of Administration and Secretary of Contractors United, Inc., an Indiana corporation, certifies that the following persons hold the office of the Corporation indicated below:

Charles F. Potts, Jr.	President
Mark Thompson	Senior Vice President
Scott Cornelius	Vice President
James Gross	Vice President
Lynn Shireman	Vice President
Kerry "Doc" Ernst	Vice President
John Vercrey	Vice President, C.F.O. and Treasurer
Deborah C. Edwards	Vice President and Secretary
David Franz	Vice President of Finance

The undersigned further certifies that, in addition to the above officers, the following are authorized to execute all contracts or similar documents on behalf of the corporation:

Joseph Hickman	Vice President
Patrick Walters	Controller
Todd A. Fawver	Director of Estimating – Columbus
Mark Nagle	Director of Estimating – Lafayette
Brad McCall	Director of Estimating – Indianapolis
David Mears	Director of Estimating – Richmond
Kenneth M. Walker	Senior Estimator – Lafayette
Robert W. Ketron	Senior Estimator – Portland
Mitch Holland	Senior Estimator - Bloomington

CERTIFIED, this 10th day of February, 2015.



Deborah C. Edwards, Vice President
and Secretary

GENERAL: EXECUTIVE SUMMARY



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

(1.B.) EXECUTIVE SUMMARY

Milestone Contractors, L.P. (Milestone) appreciates the opportunity to submit its qualifications for the I-69 Major Moves 2020 Expansion Project (Project). Milestone and our design engineer, United Consulting Engineers, Inc. (United), have spent the past ten months following the development of this project. Milestone has successfully completed similar Design-Build contracts for the Indiana Department of Transportation and has recently been awarded two Major Moves 2020 Design-Build contracts located on the I-65 corridor south of Indianapolis.

Milestone is a fully integrated highway, heavy, and site development contractor conducting business primarily within the state of Indiana. We are prequalified with the Indiana Department of Transportation and Departments of Transportation in the states of Kentucky, Ohio, and Illinois.

We provide construction services for all phases of highway construction and site development including: earthwork, storm drainage, sanitary sewer, water systems, asphalt paving, concrete paving, miscellaneous concrete, bridge construction, and structural concrete.

Our greatest strength is our ability to perform complex projects within a tight time frame and deliver a quality product on time and within budget.

We are capable of performing as either the general contractor working directly for the owner or as a subcontractor on any project. We perform jobs as small as residential streets to interstate reconstruction projects in excess of \$100,000 million dollars.

Milestone also supports and is involved with community activities and initiatives. We are active in local chambers of commerce, economic development association and civic and service organizations.

Milestone Contractors, L.P. was formed in 1994, through the merger of Contractors United, Inc., Astro Paving, L.P. and Fauber Construction, Inc. Our history dates back to the 1930's through our predecessor companies.

Milestone is part of the Indianapolis based Heritage Group. Heritage is a closely held group of companies with interests in petroleum refining, aggregate mining, asphalt marketing, environmental services and construction.

By involving all associates in process development and change, Milestone maintains a living quality program. We provide our employees with best practice guidelines to ensure that our customers receive a consistent, quality project, and to ensure that employees receive proper training to aid new or transitional employees.



Major Moves
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2020



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

(1.B.) EXECUTIVE SUMMARY

Milestone utilizes state-of-the-art equipment and processes at numerous asphalt manufacturing facilities throughout the state. All facilities are equipped with the latest environmental controls and meet or exceed environmental standards and regulations.

Milestone has received industry-wide recognition for their superior Safety Record and Contractor Awards. Milestone is committed to employee safety through an active, in-house Safety Program.



INVOLVEMENTS

- National Asphalt Pavement Association
- Associated General Contractors of America
- Indiana Constructors, Inc.
- Asphalt Pavement Association of Indiana, Inc.
- Associated General Contractors of Indiana
- Build Indiana Council
- Indianapolis Construction Roundtable
- Flexible Pavements of Ohio

GENERAL : CONFIDENTIAL CONTENTS INDEX



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

(1.C.) CONFIDENTIAL CONTENTS INDEX

NONE

By: Milestone Contractors, L.P.

By: *Brad McCall*

Printed Name: Brad McCall

Title: Director of Estimating

Date: October 1, 2015

PROPOSER AND TEAM INFORMATION



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



Major Moves
2020



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.1 THE PROPOSER



Milestone Contractors, L.P.



The legal name of the Proposer for this Statement of Qualifications for the Indiana Finance Authority's I-69 Major Moves 2020 Expansion Project is **Milestone Contractors L.P.** an Indiana Limited Partnership Company.

Milestone Contractors, L.P. is an Indiana Limited Partnership. The partners include Contractors United, Inc. as the General Partner holding 84.3790%. The other limited partners include The Heritage Group with 4.9210%; Maggie Fehsenfeld Trust Number 105 with 5.0030%; and the Trust for the Benefit of James C. Fehsenfeld and His Issue holding 5.0030%. Neither Contractors United, Inc. nor the other partners will have any role in the Project.

For this Project, Milestone Contractors, L.P. will utilize its managers engineers and tradesman to staff this Project with experienced and safety conscience individuals. Milestone's resources will provide strong candidates in every position. Coupled with specialized resources from our team members, the Design-Build Team will be able to dedicate leadership and quality in key positions. Our personnel have years of experience with INDOT and many other public entities. Milestone Contractors will bring the commitment to high performance that IFA/INDOT expects.



Milestone Contractors, L.P.

SINGLE POINT OF CONTACT

Brad McCall
Director of Estimating, Milestone Contractors, L.P.

5950 South Belmont Ave.
Indianapolis, IN. 46217

Phone: 317.616.4887

Fax: 317.788.1098

Email: brad.mccall@milestonelp.com



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.2 EQUITY MEMBERS

Milestone Contractors L.P. is the sole role Equity Member for the Project.

The Equity Member, as defined in Part A, Section 7.3 of this RFQ, of the Proposer is Contractors United, Inc. as its General Partner. Contractors United, Inc. will not have any role in the proposed project that is the subject of this RFQ. Contractors United, Inc. is an Indiana corporation, which was incorporated on 12/22/1953.

2.3 MAJOR PARTICIPANTS AND OTHER TEAM MEMBERS



Milestone has entered into a Teaming Agreement with United Consulting Engineers (United) as the lead engineer and Designer of Record for the Project. United is an Indiana based corporation that has been doing business since 1965. United has worked with INDOT on the delivery of numerous highway and bridge design projects since its inception. United Consulting has extensive design-build experience as both INDOT consultant representation and as the contractor’s lead design firm. United has also worked with IFA/INDOT during the unsuccessful pursuits of East End Ohio River Bridge Project and I-69 Section 5. United has a clear understanding of the expectations of IFA/INDOT. Considered to be one of the top highway engineers in Indiana, United has a staff of 97 professionals to assure IFA/INDOT that they will deliver a fully compliant design as required by the technical requirements of the contract.

United Consulting’s design team includes; CDM Smith, Inc. as a subconsultant for complex traffic capacity and operations analysis, noise analysis and abatement design, and intelligent transportation system design and Alt & Witzig Engineering, Inc. for geotechnical engineering services.



CDM Smith, Inc. is a global, full-service consulting, engineering, construction, and operations firm, CDM Smith brings together a multi-disciplined team of architects, engineers, scientists and construction staff to achieve optimum results in terms of cost, function, efficiency and aesthetics. With all engineering disciplines represented in-house and engineers cross-trained in various disciplines, projects benefit by improved communications and overall project efficiency.



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.3 MAJOR PARTICIPANTS AND OTHER TEAM MEMBERS



Alt & Witzig Engineering, Inc. is a team of professionals ready to provide innovative and cost-effective geotechnical engineering, environmental consulting, and construction testing and inspection services. In the last 40 years, Alt & Witzig has built a reputation as a leader by providing professional services in a timely and cost-effective manner. The commitment to maintaining client satisfaction has made Alt & Witzig one of the leading geotechnical engineering firms in the Midwest.

IDENTIFICATION OF MILESTONE CONTRACTORS, L.P. TEAM'S ROLE/NATURE/STATE OF INCORPORATION

PROPOSER / MAJOR EQUITY MEMBER				
Name	Website	Role	Nature	State
Milestone Contractors, L.P.	www.milestonelp.com	Lead Contractor	LP	IN

MAJOR PARTICIPANTS AND OTHER TEAM MEMBERS				
Name	Website	Role	Nature	State
United Consulting Engineers, Inc.	www.ucindy.com	Lead Engineer	Corp	IN
CDM Smith, Inc.	www.cdmsmith.com	Highway Engineering	Corp.	MA
Alt & Witzig Engineering, Inc.	www.altwitzig.com	Geotechnical Engineering	Corp	IN



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.4 PROPOSER AND TEAM STRUCTURE

Milestone Contractors, L.P. (Proposer) has assembled a management structure that will provide the collaboration necessary for the success of the Project. The Proposer has the belief that the main objective is to deliver a project that will exceed IFA/INDOT expectations.

Milestone believes to exceed expectations that total focus on customer service, quality, innovation, and safety must be achieved.

The goal to “exceed IFA/INDOT expectations” is why Milestone has chosen United Consulting Engineers as their engineer for the Project and will be reflected in Milestones’ management approach and structure.

Milestone Contractors’ team members considered the entire Design-Build process from the beginning, thus enabling a course of planning that leads all subsequent stages towards providing complete services for design and construction. The relationship between Milestone Contractors team members during the RFQ and RFP stages are governed through an executed teaming agreement, which define each team member’s respective role.

The teaming agreement **(included in the Appendix)** will ultimately be superseded by a specific project agreement on or before the execution of the Private Partnership Agreement (PPA), including:

- Design Agreement
- Subcontracts

These agreements will serve to assign the responsibilities between Milestones’ team members and subcontractors.

Milestone understands its responsibility to deliver a Project that will provide an improved level of service on I-69 and the interchange at Campus Parkway / Southeastern Parkway. Milestone Contractors and United Consulting are committed to working together with IFA/INDOT to satisfy the requirements and expectations of the Project.





REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.4 PROPOSER AND TEAM STRUCTURE

Milestone and United have a long history of working together on Design-Build and Bid-Build projects including the delivery of I-65 Design-Build in Boone County, I-69 Operation Indy Commute, and I-65 / I-70 South Split.



I-65 DESIGN-BUILD IN BOONE COUNTY



I-69 OPERATION INDY COMMUTE



I-65 / I-70 SOUTH SPLIT



I-65 / I-70 SOUTH SPLIT

Additionally, we are currently working on the delivery of I-65 Added Travel Lanes Design-Build in Franklin, Indiana. Both companies understand that a critical factor for the success of the Project lies in the understanding of the assignment and responsibilities of each party who is best equipped to execute them.

The Milestone and United team’s management structure will provide clear definition of responsibility and lines of communication for the RFP stage and Design-Build stage. The team will benefit from experience gained by key individuals who have participated in the delivery of similar design-build projects.

FORM B-1 AND ORGANIZATIONAL CHARTS



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

**FORM B-1
PROPOSER TEAM SUMMARY**



PROPOSER	Milestone Contractors, L.P.
CONTACT PERSON	Brad McCall
ADDRESS	5950 S. Belmont St, Indianapolis IN 46217
TELEPHONE NUMBER	(317) 788-6885
E-MAIL ADDRESS	Brad.mccall@milestonelp.com

EQUITY MEMBERS (if different than Proposer) (Duplicate for each Equity Member)	
NAME OF FIRM	Milestone Contractors, L.P.
CONTACT PERSON	Brad McCall
ADDRESS	5950 S. Belmont St, Indianapolis IN 46217
TELEPHONE NUMBER	(317) 788-6885
E-MAIL ADDRESS	Brad.mccall@milestonelp.com

MAJOR PARTICIPANT (Duplicate for each Major Participant)	
NAME OF FIRM	United Consulting Engineers, Inc.
CONTACT PERSON	Michael Rowe
ADDRESS	1625 N. Post Road, Indianapolis IN 46219
TELEPHONE NUMBER	(317) 895-2585
E-MAIL ADDRESS	michaelr@ucindy.com



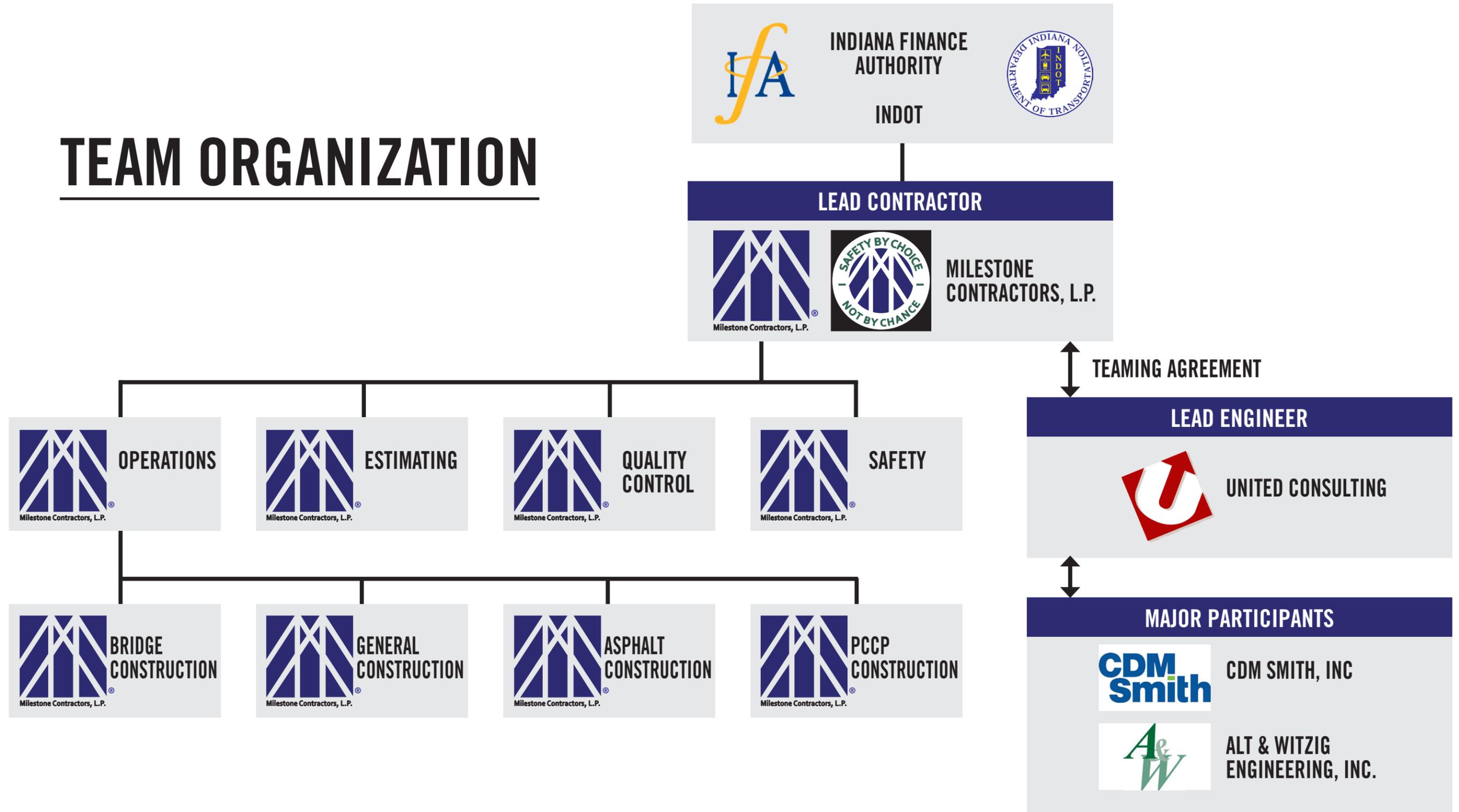
MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	CDM Smith, Inc.
CONTACT PERSON	Michelle M. Gottschalk
ADDRESS	429 N. Pennsylvania Street, Ste. 409, Indianapolis IN 46204
TELEPHONE NUMBER	(317) 829-9635
E-MAIL ADDRESS	gottschalkmm@cdmsmith.com

MAJOR PARTICIPANT <i>(Duplicate for each Major Participant)</i>	
NAME OF FIRM	Alt & Witzig Engineering, Inc.
CONTACT PERSON	Dave Harness
ADDRESS	4105 W. 99 th Street
TELEPHONE NUMBER	(317) 875-7000
E-MAIL ADDRESS	dharness@altwitzig.com

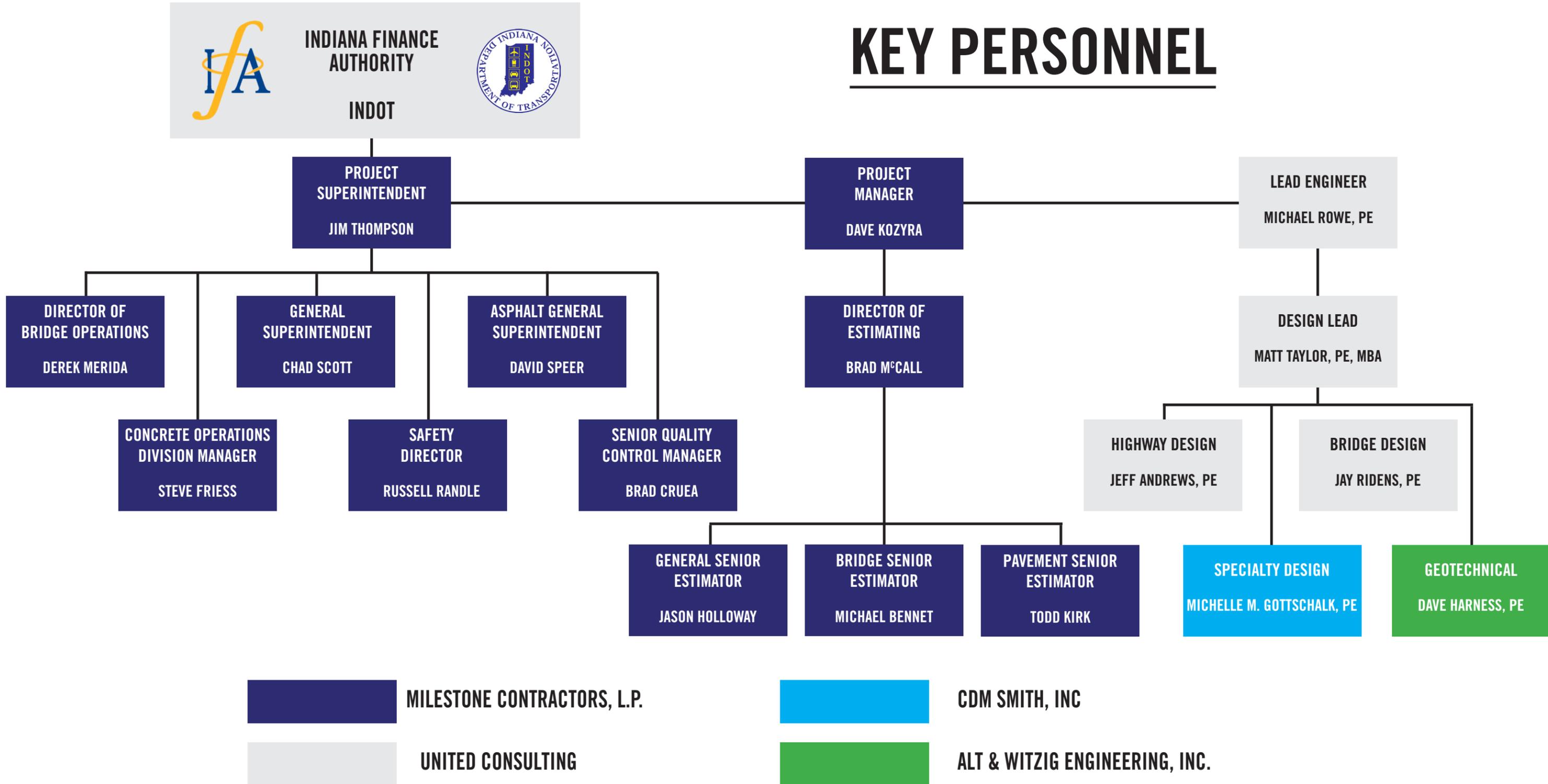
GUARANTORS (See Part A, Section 2.8) <i>(Duplicate for each guarantor)</i>	
NAME OF FIRM	Not Applicable
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

2.5 ORGANIZATIONAL CHARTS

TEAM ORGANIZATION



2.5 ORGANIZATIONAL CHARTS



MILESTONE CONTRACTORS, L.P.

UNITED CONSULTING

CDM SMITH, INC

ALT & WITZIG ENGINEERING, INC.

LEGAL INFORMATION



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



Major Moves
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REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

2.6 PROPOSER LEGAL INFORMATION

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.

2.6.2 LEGAL LIABILITIES

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

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.

Milestone



April 7, 2015

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

RE: I-69 Major Moves 2020 Expansion 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 Milestone Contractors, L.P. (Proposer), Contractors United, Inc. and Affiliates that would impact Milestone Contractors, L.P. 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,
MILESTONE CONTRACTORS, L.P.

A handwritten signature in blue ink that reads "Brad McCall". The signature is fluid and cursive.

Brad McCall
Director of Estimating



Milestone



April 7, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, Milestone Contractors, L.P. (Proposer), Contractors United, Inc. and Affiliates are providing the following disclosures:

(i) Liable for material breach of contract

In the last five years, on projects in North America, Milestone Contractors, L.P., Contractors United, Inc. and Affiliates have 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, Milestone Contractors, L.P., Contractors United, Inc. and Affiliates have not be 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,
MILESTONE CONTRACTORS, L.P.

A handwritten signature in blue ink that reads "Brad McCall". The signature is fluid and cursive.

Brad McCall
Director of Estimating



Milestone



April 7, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, Milestone Contractors, L.P. (Proposer), Contractors United, Inc. and Affiliates are 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) \$2000,000 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,
MILESTONE CONTRACTORS, L.P.

A handwritten signature in blue ink that reads "Brad McCall".

Brad McCall
Director of Estimating





April 17, 2015

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

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

RE: I-69 Major Moves 2020 Expansion 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

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. Clodfelter, PE
- Steven R. Passey, PE
- Kurt C. Courtney, PE
- Brian J. Pierson, PE
- Christopher L. Hammond, PE
- Paul D. Glotzbach, PE
- Brian S. Frederick, PE
- Jay N. Ridens, 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
- Scott M. Siple, PE
- Whitney D. Neukam, PE
- Caleb C. Ross, PE
- Matthew A. Taylor, PE
- Josh O. Betz, PLS
- Dann C. Barrett, PE
- Scott G. Minnich, 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



April 17, 2015

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

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

RE: I-69 Major Moves 2020 Expansion 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 be 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

PROFESSIONAL STAFF

- Andrew T. Wolka, PE
- Devin L. Stettler, AICP
- Darryl P. Wineinger, PE
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www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585



April 17, 2015

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

RE: I-69 Major Moves 2020 Expansion 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) \$2000,000 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. Wolka, PE
Devin L. Stettler, AICP
Darryl P. Wineinger, PE
Adam C. Post, PE
Michael S. Cliphant, AICP
E. Rachelle Pemberton, PE
Timothy J. Coomes, PLS
Jon E. Clodfelter, PE
Steven R. Passey, PE
Kurt C. Courtney, PE
Brian J. Pierson, PE
Christopher L. Hammond, PE
Paul D. Glotzbach, PE
Brian S. Frederck, PE
Jay N. Ridens, 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
Scott M. Siple, PE
Whitney D. Neukam, PE
Caleb C. Ross, PE
Matthew A. Taylor, PE
Josh O. Betz, PLS
Dann C. Barrett, PE
Scott G. Minnich, 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



75 State Street, Suite 701
Boston, MA 02109
tel: 617 452-6000
fax: 617 452-8000

April 1, 2015

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

RE: I-69 Major Moves 2020 Expansion Project
Part B – Volume 1, Section 2.6.1. – Legal Issues

Dear Ms. Perez:

There are no past or currently outstanding legal proceedings, judgments or contingent liabilities that could adversely affect the financial position or ability of CDM Smith Inc. to perform its contractual commitments.

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

Sincerely,
CDM Smith Inc.

A handwritten signature in blue ink, appearing to read "Michelle M. Gottschalk".

Michelle M. Gottschalk
Client Service Leader





75 State Street, Suite 701
Boston, MA 02109
tel: 617 452-6000
fax: 617 452-8000

April 1, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, CDM Smith 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) \$2000,000 on projects with a contract value in excess of \$10 million.

Response: None.

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

Sincerely,
CDM Smith Inc.

Michelle M. Gottschalk
Client Service Leader





75 State Street, Suite 701
Boston, MA 02109
tel: 617 452-6000
fax: 617 452-8000

April 1, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, CDM Smith Inc. (Major Participants and Other Team Members) is providing the following disclosures:

- (i) Liable for material breach of contract

In the last five years, CDM Smith Inc. has been found liable only once, in an arbitration proceeding. CDM Smith Inc. was a design subcontractor to a general contractor on a road construction project. Although CDM Smith was awarded its full counterclaim against the contractor for damages, the contractor was awarded part of its claim and said to prevail for the purposes of awarding attorney's fees. Otherwise there have never been any judgments against CDM Smith Inc. in any contract-related litigation.

- (ii) Terminated for Cause

CDM Smith does not maintain a centralized record of terminations unless they lead to litigation or alternative dispute resolution. In the past five years, to the best of our knowledge, there has been only one termination for default and the subsequent litigation (City of Bossier v. Camp Dresser & McKee Inc., 26th Judicial District Court, Bossier Parish, LA 5:11-CY-00472) was settled to the satisfaction of all parties.

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

Sincerely,
CDM Smith Inc.

Michelle M. Gottschalk
Client Service Leader





Alt & Witzig Engineering, Inc.

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

April 3, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, Alt & Witzig Engineering, 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, Alt & Witzig Engineering, 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, Alt & Witzig Engineering, Inc. has not be 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,
ALT & WITZIG ENGINEERING, INC.

David Harness, PE
Geotechnical Services Manager

Offices:

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

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



Alt & Witzig Engineering, Inc.

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

April 3, 2015

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

RE: I-69 Major Moves 2020 Expansion 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 Alt & Witzig Engineering, Inc. (Major Participants and Other Team Members) that would impact Alt & Witzig Engineering, 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,
ALT & WITZIG ENGINEERING, INC.

David Harness, PE
Geotechnical Services Manager

Offices:

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

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



Alt & Witzig Engineering, Inc.

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

April 3, 2015

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

RE: I-69 Major Moves 2020 Expansion 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, Alt & Witzig Engineering, 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) \$2000,000 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,
ALT & WITZIG ENGINEERING, INC.

David Harness, PE
Geotechnical Services Manager

FORM B-2



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS

Name of Proposer:

Milestone Contractors, L.P.

Name of Firm:

Milestone Contractors, L.P.

Year Established: 1994

Individual Contact: Brad McCall

Individual's Title: Director of Estimating

Firm's CEO/Chairman: Charles F. Potts, Jr.

Federal Tax ID No. (if applicable): 35-1917625

Telephone No.: (317) 788-6885

North American Industry Classification Code: 237310

Fax No.: (317) 788-1098

Name of Official Representative (if applicable):

Brad McCall, Director of Estimating

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: Milestone Contractors, L.P.

B. Business Address: 5950 S. Belmont Avenue, Indianapolis, IN 46217

Headquarters: 5950 S. Belmont Avenue, Indianapolis, IN 46217

Office Performing Work: Indianapolis

Contact Telephone Number: (317) 788-6885

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

Contractors United, Inc. – General Partner No role as equity member for the project

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

By: *Brad McCall*

Print Name: Brad McCall

Title: Director of Estimating

Date: April 7, 2015

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



FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS

Name of Proposer:
Milestone Contractors, LP

Name of Firm:
Contractors United, Inc.

Year Established: 12/22/1953

Individual Contact: Deborah C. Edwards

Individual's Title: Secretary

Firm's CEO/Chairman: Fred M. Fehsenfeld, Jr.

Federal Tax ID No. (if applicable): 35-0927415

Telephone No.: (317) 872-6010

North American Industry Classification Code: 237310

Fax No.: (317) 879-8145

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

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.) (Indiana Corporation – Incorporated 12/22/1953)
- 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: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

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
N/A	

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

By: DC Edwards

Print Name: Deborah C. Edwards

Title: Secretary

Date: April 7, 2015

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



FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS

Name of Proposer:
Milestone Contractors, LP

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: April 17, 2015

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



FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS

Name of Proposer:
Milestone Contractors, LP

Name of Firm:
CDM Smith Inc.

Year Established: 1947

Individual Contact: Michelle M. Gottschalk

Individual's Title: Client Service Leader

Firm's CEO/Chairman: Stephen J. Hickox

Federal Tax ID No. (if applicable): 04-2473650

Telephone No.: 317-829-9600

North American Industry Classification Code: 541330

Fax No.: 317-638-5646

Name of Official Representative (if applicable):

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: CDM Smith Inc.

B. Business Address: 429 N. Pennsylvania St., Ste. 409, Indianapolis, IN 46204
 Headquarters: 75 State St., Ste. 705, Boston, MA, 02109
 Office Performing Work: Indianapolis Branch
 Contact Telephone Number: 317-829-9635

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: 

Print Name: Michelle M. Gottschalk

Title: Client Service Leader

Date: 4/1/15

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



FORM B-2
INFORMATION REGARDING
PROPOSER, EQUITY MEMBERS, MAJOR PARTICIPANTS AND GUARANTORS

Name of Proposer:
Milestone Contractors, LP

Name of Firm:
Alt & Witzig Engineering, Inc.

Year Established: 1976

Individual Contact: David Harness

Individual's Title: Geotechnical Services Manager

Firm's CEO/Chairman: William E. Witzig

Federal Tax ID No. (if applicable): 34-1404753

Telephone No.: 317-875-7000

North American Industry Classification Code: 541380

Fax No.: 317-876-3705

Name of Official Representative (if applicable):

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: Alt & Witzig Engineering, Inc.

B. Business Address: 4105 West 99th Street, Carmel, IN 46032

Headquarters: 4105 West 99th Street, Carmel, IN 46032

Office Performing Work: Carmel, IN

Contact Telephone Number: 317-875-7000

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: David Harness

Print Name: David Harness

Title: Geotechnical Services Manager

Date: April 3, 2015

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

FORM C



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

FORM C
CERTIFICATION



Proposer: Milestone Contractors, LP

Name of Firm Completing this Form: Milestone Contractors, L.P.

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: Brad McCall

Print Name: Brad McCall

Title: Director of Estimating

Date: April 7, 2015

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

FORM C
CERTIFICATION



Proposer: Milestone Contractors, LP

Name of Firm Completing this Form: Contractors United, 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: DC Edwards

Print Name: Deborah C. Edwards

Title: Secretary

Date: April 7, 2015

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

FORM C
CERTIFICATION



Proposer: Milestone Contractors, LP

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: April 15, 2015

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

FORM C
CERTIFICATION



Proposer: Milestone Contractors, LP

Name of Firm Completing this Form: CDM Smith 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: Michelle M. Gottschalk

Title: Client Service Leader

Date: 4/13/15

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

CDM Smith Inc.

Re: Indiana Finance Authority RFQ: I-96 Major Moves 2020 Expansion Project

Response to Form C – Certification

Question #6

In May, 2011, CDM Constructors Inc. received a Notice of Violation from the U.S. Department of Labor, Office of Federal Contract Compliance Programs, alleging a violation of Federal law, in that CDM Constructors Inc., by exclusively recruiting construction craft labor through certain labor unions, had failed to show good faith efforts in recruiting females into the construction trades. CDM Constructors Inc. disputed the allegation. However, to avoid the efforts required to contest the matter, CDM Constructors Inc., without admitting any violation of Federal law, entered into a Conciliation Agreement with the USDOJ/OFCCP to resolve the matter.

In July 2016, the Office of Federal Contract Compliance Program issued a Notice of Violations finding that CDM Smith's office in New Orleans, LA was not in compliance with certain requirements of Executive Order 11246 and 38 U.S.C. 4212. However, to avoid the efforts required to contest the matter, without admitting any violation of Federal law, CDM Smith entered into Conciliation Agreement to come into compliance and CDM Smith performed the necessary corrective actions.

CDM Smith Inc.

Re: Indiana Finance Authority RFQ: I-96 Major Moves 2020 Expansion Project

Response to Form C – Certification

Question #8

The following employment related matters are currently pending and relate to the matters referenced in Questions #1-7. For all these matters, CDM Smith believes based on the claims and evidence that the EEOC will dismiss these matters and/or a court will not find CDM Smith liable.

Matter	Claim Year	Location	Description of Claim	Status
Cassie Haywood	2012	Tennessee	Former employee alleges violation of Title VII of the Civil Rights Act	EEOC issued a Dismissal and Notice of Rights on July 25, 2013- Employee filed a lawsuit in the Eastern District of Tennessee in October 2013 – CDM Smith is defending the case
Amy Tekeian	2013	Massachusetts	Plaintiff alleges discrimination and retaliation based on national origin, religion and disability.	Position statement filed in answer to charge, awaiting hearing date.
Hanh Nguyen	2013	Washington DC	Alleged discrimination based upon race, age and national origin	CDM Smith has filed its response to EEOC denying all charges and awaits EEOC decision.
Julie Gagen	2014	Massachusetts	Plaintiff alleges failure to provide adequate space to express breastmilk and discrimination based on status as a new mother.	Position statement filed in answer to charge, awaiting hearing date.
Terry Brown	2014	Washington DC	Employee alleges discrimination under ADA in the form of retaliation	CDM Smith has submitted its response to EEOC and awaits EEOC decision.
Wilhelm Nowotny	2014	Texas	Notice of Charge of Discrimination received from the EEOC regarding the employee's termination.	CDM Smith believes the evidence does not support the claim of discrimination, but will mediate the dispute with an EEOC mediator.

FORM C
CERTIFICATION



Proposer: Milestone Contractors, LP

Name of Firm Completing this Form: Alt & Witzig Engineering, 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: David Harness

Print Name: David Harness

Title: Geotechnical Services Manager

Date: April 3, 2015

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

SURETY LETTER



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



April 24, 2015

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

RE: Milestone Contractors, L.P.
I-69 Major Moves 2020 Expansion Project
Surety Letter

To whom it may concern:

We understand that Milestone Contractors, L.P. will be submitting a proposal on the above captioned project. Continental Casualty Company (CNA Surety) has the pleasure of extending surety credit to Milestone Contractors, L.P. 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. Milestone Contractors, L.P. 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. Milestone Contractors, L.P. has the capacity to obtain both a payment bond (or bonds) and a performance bond (or bonds), each in the aggregate stated amount of \$85 million indicated in the Request for Qualifications. Milestone Contractors, L.P. 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-69 Major Moves 2020 Expansion Project. We evaluate Milestone Contractors, L.P.'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 Milestone Contractors, L.P. 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


Robert M. Rutigliano
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

Timothy J Taylor, Nick J Rutigliano, Robert M Rutigliano, Eric M Wahlstrom, 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 29th day of October, 2013.



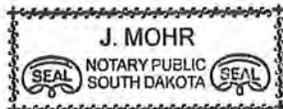
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of October, 2013, 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, 2015

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 24TH day of APRIL, 2015.



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.”

INDOT CERTIFICATION



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

March 31, 2015

TO

MILESTONE CONTRACTORS LP

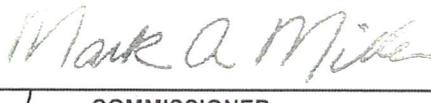
INDIANAPOLIS, IN

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 May 1, 2015 Thru April 30, 2016

AGGREGATE .....	.....	\$UNLIMITED
0101 COVERED BRIDGES AND WOOD BRIDGES .....	.....	\$UNLIMITED
A(A) CONCRETE PAVEMENT, GENERAL .....	.....	\$UNLIMITED
A(B) CONCRETE PAVEMENT, LIMITED .....	.....	\$UNLIMITED
B(A) ASPHALT PAVING: CERT HMA PLANT .....	.....	\$UNLIMITED
C(A) HEAVY GRADING .....	.....	\$UNLIMITED
C(B) LIGHT GRADING .....	.....	\$UNLIMITED
D(A) HWY OR RR BRIDGES OVER WATER .....	.....	\$UNLIMITED
D(B) HWY OR RR BRIDGES OVER HIGHWAYS .....	.....	\$UNLIMITED
D(C) HWY BRIDGES REQ PROTECTION OF RR TRACKS .....	.....	\$UNLIMITED
E(D) TRAFFIC CONTROL, SIGN INSTALLATION .....	.....	\$30,000,000
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS .....	.....	\$UNLIMITED
E(F) SURFACE MASONRY AND MISC CONCRETE .....	.....	\$UNLIMITED
E(H) DEEP SEWER AND/OR EXCAVATION .....	.....	\$30,000,000
E(R) ROAD MILLING .....	.....	\$5,000,000
E(T) DEMOLITION .....	.....	\$UNLIMITED


PREQUALIFICATION ENGINEER


COMMISSIONER

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 09/17/2015

United Consulting Engineers, Inc.

Valid Work Groups

Effective: 09/17/2015

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, Jeromy A
3.2	Complex Traffic Capacity and Operations Analysis	Richardson, Jeromy A
4.1	Traffic Safety Analysis	Richardson, Jeromy 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:
1/25/15
9-24-15

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


 Karen B. Macdonald, P.E. 9-24-15
 Prequalification Engineer

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 10/16/2014

CDM Smith, Inc.

Valid Work Groups

Effective: 10/15/2014

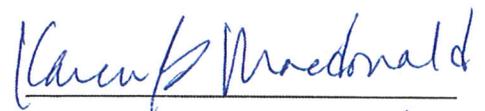
Expires on: 04/30/2015

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Haybarker, Kirk L
2.2	Traffic Forecasting	Hershkowitz, Paul L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Gould, John F
3.2	Complex Traffic Capacity and Operations Analysis	Gould, John F
5.1	Environmental Document Preparation - EA/EIS	Thompson, Rebecca D
5.2	Environmental Document Preparation - CE	Gentry, Beau M
5.3	Environmental Document Preparation - Section 4(f)	Thompson, Rebecca D
5.4	Ecological Surveys	Davis, Todd J
5.5	Wetland Mitigation	Davis, Todd J
5.6	Waterway Permits	Davis, Todd J
5.7	Air Quality Analysis	Hibbard, Cynthia S
5.8	Noise Analysis and Abatement Design	Pelletier, Gwendolyn A
5.9	Archaeological Investigations	McBride, David
5.10	Historical/Architectural Investigations	Ball, Robert W
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Albrecht, Christopher A Cook, Brad

Handwritten signature and date:
10-17-14

Work Type Code	Work Type Description	Qualifying Person(s)
8.1	Non-Complex Roadway Design	Fox III, Harry C
8.2	Complex Roadway Design	Fox III, Harry C LaVoie, Doug
9.1	Level 1 Bridge Design	Fulkerson, Janette W Gentry, Beau M
9.2	Level 2 Bridge Design	Fulkerson, Janette W Taylor, David W
10.1	Traffic Signal Design	Hochmuth, Jeff J
10.2	Traffic Signal System Design	Hochmuth, Jeff J
10.3	Complex Roadway Sign Design	Fox III, Harry C
10.4	Lighting Design	Fox III, Harry C
10.5	Intelligent Transportation Systems Design	Franke, David G Powell, James L
10.6	Intelligent Transportation Systems Integration	Hochmuth, Jeff J Powell, James L

cc: Prequalification File



Karen B. Macdonald, P.E.
Prequalification Engineer

10-17-14

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 12/06/2013

Alt & Witzig Engineering, Inc.

Valid Work Groups

Effective: 12/06/2013

Expires on: 12/31/2015

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



Karen B. Macdonald, P.E.
Prequalification Engineer

INDOT FORM CR-1



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

Milestone



April 14, 2015

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

RE: I-69 Major Moves 2020 Expansion Project
Part B – Section 3.3.2. – Form CR-1

Dear Ms. Perez:

There are no additional authorizations necessary to permit INDOT and IFA personnel, and INDOT and IFA consultant's access to Milestone Contractors, L.P. Form CR-1 and any other prequalification information.

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

Sincerely,
MILESTONE CONTRACTORS, L.P.

A handwritten signature in blue ink that reads "Brad McCall".

Brad McCall
Director of Estimating



FORM D



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION



FORM D
ENTITIES PREQUALIFIED BY INDOT FOR SPECIFIC WORK TYPES

Work Type	Prequalified Entity
A(A) Concrete Paving General	Milestone Contractors, L.P.
B(A) Asphalt Paving	Milestone Contractors, L.P.
8.2 Complex Roadway Design	United Consulting Engineers, Inc.
9.2 Level 2 Bridge Design	United Consulting Engineers, Inc.

FORM E



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

FORM E
CURRENT CONTRACTUAL OBLIGATIONS



Entries on this sheet shall include all construction work under contract or verbal performance agreement or pending award to the contractor signing, whether as principal or as subcontractor. See 105 IAC 11-3-4 of the Rules for Prequalification of Contractors and Bidding.

TOTAL OF ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR OR OTHER PARTY: \$322,879,990.00

TOTAL OF ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON INDIANA DEPARTMENT OF TRANSPORTATION CONTRACTS: \$40,548,356.00

TOTAL OF ALL UNEARNED WORK NOW UNDER CONTRACT WITH ANY OWNER, CONTRACTOR, OR OTHER PARTY IN THE PREQUALIFICATION WORK TYPE(S) ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY THE BIDDER: \$176,280,281.00

TOTAL OF ALL UNEARNED WORK SUBLET AND APPROVED TO SUBCONTRACTORS ON INDIANA DEPARTMENT OF TRANSPORTATION CONTRACTS IN THE PREQUALIFICATION WORK TYPE(S) ASSIGNED TO THIS CONTRACT AND USED FOR BIDDING CAPACITY BY THE BIDDER: \$13,168,618.00

The Proposer shall submit a complete list of all unearned work when requested by the RFQ Procurement Contact, on the form provided. The information on the list shall include the contract number, the name of the owner, contractor, subcontractor or other party, the type of work yet to be performed, and the value of unearned work.

I hereby certify that to the best of my knowledge and belief, the above amounts of unearned work are true and complete and that my latest financial statement on file with the Indiana Department of Transportation continues to represent fairly and substantially my financial position as of this date.

By: Brad McCall

Print Name: Brad McCall

Title: Director of Estimating

Date: April 20, 2015

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

TEAMING AGREEMENT



REQUEST FOR QUALIFICATIONS / I-69 DESIGN-BUILD EXPANSION

TEAMING AGREEMENT

-between-

MILESTONE CONTRACTORS, L.P.

-and-

UNITED CONSULTING, INC.

This Subcontracting Teaming Agreement ("Agreement") is entered into on April 15, 2015 by and between MILESTONE CONTRACTORS, L.P. ("Contractor"), an Indiana corporation, and UNITED CONSULTING INC. ("United"), an Indiana corporation. Contractor and United are hereinafter also referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Indiana Department of Transportation ("Client") is considering requesting a statement of qualifications and proposal (together the "Proposal") from bidders for the I-69 Major Moves 2020 Expansion Project, Hamilton and Madison Counties, ("Project"); and

WHEREAS, Contractor desires (i) to prepare and submit a Proposal with the assistance of United and, (ii) if a contract ("Prime Contract") is awarded to Contractor, to employ United to perform its share of the services according to the terms of a subcontract ("Subcontract"); and

WHEREAS, United desires to (i) assist Contractor in the preparation of the Proposal and (ii) perform its scope as a subcontractor if the Prime Contract is awarded to Contractor; and

WHEREAS, this Agreement is entered into, recognizing the complementary capabilities of the Parties, to establish their mutual rights and obligations during the period of preparing and submitting the Proposal and negotiating the Prime Contract.

TERMS AND CONDITIONS

1. Contractor shall act as Proposer and prime Contractor and will be the only party to this Agreement to submit a proposal to the Client and to negotiate the Prime Contract with the Client for this Project. The Parties shall work together on an exclusive basis throughout the pursuit of the Project. 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 exclusive relationship of the Parties in pursuing the Project. A Party may withdraw from participating in pursuing the Project, provided that such notice is given in writing to the other Party no later than 10 calendar days after the Client releases its request for qualifications. In the event a Party withdraws from pursuing the Project, the non-withdrawing Party may continue to pursue the Project either alone or with any other party; however, the withdrawing Party shall not pursue the Project either alone or with any other party.
2. United shall assist in the preparation of the Proposal, as requested by Contractor, by supplying in a timely manner pertinent data including without limitation technical proposal requirements outlined in the Client's request for proposal, which is generally described in the following paragraph. United shall reasonably support Contractor in any written communications or presentations concerning the Proposal and the Scope of Work and shall be reasonably available for consultation with Contractor during the course of negotiations concerning same.
3. The scope of work that United shall be responsible for on the Project is:

Project Design Lead

Engineering Services During Construction

4. The award of a Subcontract to United for the above scope of work is subject to the following conditions:
 - a. Award to Contractor of the Prime Contract by Client for the Project.
 - b. Mutual agreement by the Parties of the price and terms and conditions of the Subcontract.
5. The Parties shall exert all reasonable and proper efforts to develop and submit a competitive Proposal to the Client including the above Scope of Work.
6. The following terms apply to United's Proposal preparation services for Contractor:
 - a. United's Proposal preparation services will be compensated as a lump sum in the amount shown below. The total budget will consist of United's cost for the Proposal phase services of its subcontractors. United agrees to notify Contractor at or before 70% completion if additional costs or services are necessary and Contractor and United shall negotiate compensation for those Services.

United proposal preparation services budget: \$225,000. Payment is contingent upon Technical Proposal acceptance from INDOT and receipt of stipend payment from INDOT.
 - b. The proposal scope of services is outlined in the Preliminary Pre-Award Phase Services and Cost Estimate letter dated April 16, 2015. See Attachment A.
 - c. In the event the Contractor is awarded the project, Contractor shall compensate United for its labor portion at a 3.2 multiplier, less any reimbursement already made by Contractor to United for its Proposal preparation services.
7. The Parties expect that in connection with the preparation and submission of the Proposal it will be necessary to exchange information of a proprietary or confidential nature (the "Confidential Information"). Neither Party shall use Confidential Information of the other Party nor disclose such Confidential Information other than as provided in this Agreement. In particular:
 - a. Each Party shall supply such Confidential Information to the other Party as might be deemed necessary to prepare the Proposal. Information provided by a Party in this regard and which such Party desires to be treated as Confidential Information shall be conspicuously marked "CONFIDENTIAL", "PROPRIETARY", or similar. If such Confidential Information is disclosed orally, the disclosing Party shall, within ten (10) days after such oral disclosure, produce in writing such Confidential Information, marked "Confidential" or "Proprietary", and describing the time and nature of the oral disclosure.
 - b. During the term of this Agreement and for a period of three years after the termination hereof, the Party receiving the Confidential Information of the other Party (i) shall protect such Confidential Information in the manner in which the receiving Party protects its own Confidential Information, (ii) shall not disclose such Confidential Information to a third party except with the prior written consent of the disclosing Party, and (iii) shall use such Confidential Information only for the preparation and submission of the Proposal.
 - c. The obligations of a Party hereunder with respect to non-disclosure and limited use of Confidential Information provided by the other Party shall not apply to information that (i) was in the possession of the receiving Party without such restrictions at the time it receives the Confidential Information as evidenced by the receiving Party's pre-existing records, (ii) comes into the possession of the receiving Party in a manner that is not subject to any obligation of confidentiality, (iii) is now or subsequently becomes generally known to the public through no violation of this Agreement, (iv) is developed by the receiving Party independently and without reference to the Confidential

Information, (v) is disclosed by the disclosing Party, without restriction, to a person or entity other than the receiving Party, or (vi) the Receiving Party reasonably believes on advice of legal counsel it is legally obligated to disclose by law, rule, regulation, court order, or other compulsory process of a court or other governmental body, provided, however, that in such case, the Receiving Party shall immediately notify the Disclosing Party of its intention to disclose (unless the Receiving Party reasonably believes based on the advice of legal counsel that providing such notice would violate applicable law, rule, regulation, court order, or other compulsory process of a court or other governmental body) so that the Disclosing Party can take such legal action as it deems necessary or appropriate to prevent such disclosure.

- d. Upon the termination or expiration of this Agreement, each Party shall, within a reasonable period of time after the request of the disclosing Party, return all Confidential Information received from the other Party, except that each Party may retain a copy of the Confidential Information solely in the files of such receiving Party's legal counsel for any relevant compliance purposes or for the purposes of defending or maintaining any litigation (including any administrative proceeding) relating to this Agreement.
 - e. Disclosure of Confidential Information, or any other information, constitutes a representation by the disclosing Party that such Party has all right, title, and interest in such information necessary for its intended use, and such disclosing Party shall indemnify, defend, and hold the receiving Party harmless against any third-party claims to the contrary.
 - f. Except as otherwise provided herein, this Agreement does not offer or grant to the receiving Party any rights in, or license to use, any drawings, data, plans, ideas, or methods, including but not limited to Confidential Information disclosed pursuant to this Agreement.
 - g. Each Party recognizes that the unauthorized use or disclosure of Confidential Information of the other will cause irreparable injury to the disclosing Party. Therefore, the Parties shall each have the right to apply to any court of competent jurisdiction to enjoin any breach or threatened breach by the receiving Party and for any other equitable or legal remedy that the disclosing Party deems appropriate. This Agreement shall not be amended or modified, nor any right hereunder be considered to have been waived, unless such amendment, modification or waiver is in writing and executed by duly authorized representatives of the Parties.
8. Unless otherwise agreed in writing by the Parties, this Agreement shall automatically terminate on the earliest date on which any of the following events occur, without further obligation or liability between the Parties, except those obligations that by their explicit terms survive termination:
- a. Notice from the Owner to Contractor that the Prime Contract will not be awarded to Contractor or a public announcement that the Prime Contract has been executed with another bidder;
 - b. Execution and coming into effect of the Subcontract;
 - c. Notice of cancellation of the procurement of the Project by the Owner;
 - d. Notice of withdraw by one Party as provided in Article 1 of this Agreement;
 - e. Agreement in writing between the Parties;
 - f. Expiration of a period of 12 months after the effective date of this Agreement, unless the Proposal remains under Owner evaluation or the award is under protest, in which case this Agreement shall remain in effect until such time as the Owner ceases its evaluation

or the protest is finally resolved, but in no event longer than 12 months after the effective date of this Agreement;

- g. Failure of the Parties to agree upon the terms of the Subcontract after negotiating in good faith for a reasonable time, provided that either Party gives the other Party five (5) days written notice of its intention to terminate such negotiations.
 - h. Either Party commits a material breach of this Agreement and the breach is not cured within ten (10) days after that party receives notice of the breach, including without limitation the failure of the Subcontractor to provide timely and acceptable input during the Pre-Award phase of the Project; provided however, that notice is given to the Subcontractor as provided herein.
 - i. Either party becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors.
 - j. The debarment or suspension of one of the Parties by the United States Government.
10. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for the other Party without prior written consent of the other Party, nor shall it create a joint venture, partnership or other form of business organization between the Parties of any kind.
11. This Agreement and any proposed Subcontract (and services there under) arising out of this Agreement shall not be assigned by either of the Parties without the prior written approval of the other Party. Such approval will not be unreasonably withheld. No assignment shall discharge the obligations of the assigning Party.
12. No news release, including photographs and films, public announcement, denial or confirmation shall be made by a Party concerning the subject matter of this Agreement without the consent of the other Party and the Client first obtained.
13. Neither Party shall have any liability to the other arising out of this Agreement in the event Client does not award the Prime Contract to Contractor, or United declines for any sound business reason to enter into a Subcontract with the Contractor.
14. Neither Party shall be liable to the other Party under this Agreement in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages.
15. The following key personnel will represent the Parties during preparation and submission of the Proposal and negotiation of the Subcontract:

Contractor

Brad McCall
Jason Holloway

United

Matt Taylor, PE
Jay Ridens, PE

16. Any notice required or permitted under this Agreement shall be delivered to the respective individuals and to the addresses shown herein below by way of (a) personal delivery, (b) delivery by first class USPS postage prepaid, (c) facsimile, or (d) e-mail or other form of electronic communication:

Contractor

Brad McCall
Milestone Contractors, LP
5950 S Belmont Ave
Indianapolis, IN 46217
Brad.McCall@milestonelp.com
Fax:317-788-1098

United

Michael Rowe
United Consulting, Inc.
1625 N. Post Road
Indianapolis, IN 46219
michael.rowe@ucindy.com
Fax:317-895-2596

Upon signature by their duly authorized representatives, this shall become a mutually binding Agreement by and between the Parties, effective as of the latest date written below.

Milestone Contractors, L.P.

By: Sean McCall
Title: Director of Estimating

United Consulting Inc.

By: MLL Pura
Title: VICE PRESIDENT



ENGINEERING
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 LAND SURVEYING
 LAND ACQUISITION
 PLANNING
 WATER &
 WASTEWATER
 SINCE 1965

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

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. Cocomes, PLS
 Jon E. Clodfelter, PE
 Steven R. Passey, PE
 Kurt C. Courtney, PE
 Brian J. Flerson, PE
 Christopher L. Hammond, PE
 Paul D. Glotzbach, PE
 Brian S. Frederick, PE
 Jay N. Riddens, 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
 Scott M. Siple, PE
 Whitney D. Neukam, PE
 Caleb C. Ross, PE
 Matthew A. Taylor, PE
 Josh O. Betz, PLS
 Dann C. Barrett, PE
 Scott G. Minnich, 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

April 16, 2015

Mr. Brad McCall
 Milestone Contractors, LP
 5950 S Belmont Avenue
 Indianapolis, IN 46217

RE: I-69 Major Moves 2020 Expansion Project
Preliminary Pre-Award Phase Services and Cost Estimate

Dear Mr. McCall:

UNITED has prepared a preliminary scope and cost estimate for pre-award design services on the I-69 Major Moves 2020 Expansion Project. The preliminary scope and cost estimate is based on scoping conversations with you and the information available in the project's Contract Information Book, plans and available reports.

SCOPE OF THE PROJECT

Section A: I-69 from 106th Street to 0.42 mile north of SR 13, Hamilton & Madison Counties

This portion of the Project begins approximately 0.40 mile south of 116th Street at Station 263+40.00 Line "A" (RP 204+50) and ends 0.42 mile north of SR 13 at Station 810+60.00 Line "A" (RP 214+87) for a length of approximately 10.37 miles, in Hamilton and Madison Counties, Indiana. The scope of Section A shall include:

- (a) The addition of a third travel lane on the median side in each direction and resurfacing of the existing lanes and outside shoulder including up to the back of gore for each exit and entrance ramp within the Section A limits. Beyond the gore, the ramps will be reconstructed as necessary to match proposed geometry and profile;
- (b) The addition of an auxiliary lane from the 116th Street southbound entrance ramp to the future 106th Street southbound exit ramp;
- (c) The reconstruction of pavement under I-69 along SR 13;
- (d) The widening of the NB and SB I-69 bridges over Sand Creek, Mud Creek, Thorpe Creek and SR 13 and the deck replacement of the Brooks School Road bridge over I-69;
- (e) Lining and reconstruction of small structures; and
- (f) Retro-fit of the underdrain for the existing pavement.

Section B: I-69 Interchange Modification at Exit 210 (Campus Parkway/Southeastern Parkway), Hamilton County

This portion of the Project begins at 0.20 mile north of I-69 and ends approximately 0.20 miles south of I-69 along Campus Parkway and Southeastern Parkway. It also includes all ramps at the Campus Parkway/Southeastern Parkway Interchange. The scope of Section B includes:

- (a) The reconstruction of the I-69 Exit 210 interchange with Campus Parkway and Southeastern Parkway. The current configuration is a traditional diamond interchange. The current engineering and operational acceptability alternative identified in the FHWA interchange justification report is a double crossover diamond (DCD) interchange;
- (b) Overlaying and widening of the current bridge over I-69 to the south side of the bridge;
- (c) Addition of a sidewalk on the south side of the interchange;
- (d) Full reconstruction of the pavement to accommodate the new horizontal alignments; and
- (e) Resurfacing of the ramps.

Section C: I-69 from 0.42 mile north of SR 13 to SR 38, Madison County

This portion of the Project begins approximately 0.42 mile north of SR 13 at Station 810+60.00 Line "A" (RP 214+87) and ends in the vicinity of SR 38 for a length of approximately five miles in Madison County, Indiana. The scope shall include:

- (a) The addition of a third travel lane on the median side in each direction and resurfacing of the existing lanes and outside shoulder including up to the back of gore for each exit and entrance ramp within Section C limits. Beyond the gore, the ramps will be reconstructed as necessary to match proposed geometry and profile;
- (b) The widening of the NB and SB I-69 bridges to accommodate the added travel lane;
- (c) Reconstruction of small structures; and
- (d) Retro-fit of the underdrain for the existing pavement.

Descriptions of these Project features are general in nature and more precise delineations will be set forth in the RFP and draft PPA.

This letter is to document the scope of preliminary design services to be provided by UNITED to Milestone Contractors during the letting stage of the project which is defined from May 2015 to Bid Opening currently scheduled for approximately October 2015.

SCOPE OF BASIC SERVICES

The advertised plans have been certified by a professional engineer for final design. As part of the pre-award services our technical proposal does not include the recertification of the design documents provided. UNITED will do this after award of the contract and will be included in our final design fee submitted at a later date. UNITED will provide the following pre-award services.

1. MANAGEMENT / COORDINATION

a. Coordination

- i. Attended Pre-Bid Meeting and follow-up meeting (1 meeting, 2 persons)
- ii. Attend 2 Design Alternatives meeting (2 meetings, 2 persons)
- iii. Brainstorming meeting on technical approach and design alternatives (1 meeting, 4 persons)
- iv. Progress meetings and phone calls

b. Management

- i. Resource planning and coordination

2. ROADWAY/MOT

a. Review of project data and CADD files

b. Typical Section Study

- i. Determine optimal typical section to work with MOT

c. Side slope/construction limits Study

- i. Examine environmental impacts (streams, wetlands, tree clearing)
- ii. Define subgrade preparation requirements as shown in the geotechnical report
- iii. Add guardrail as necessary to eliminate R/W impacts
- iv. Run earthwork volumes
- v. Earthwork will be provided by MOT phase, in addition

d. Profile adjustments within the first two weeks

e. Present Revised Profile with calculations to INDOT for approval (in Tech Proposal)

f. Identify Guardrail locations in Tech Proposal with stationing of beginning and ending with end treatment

g. Develop MOT plan consistent with the technical provisions. MOT Details will be shown at all cross-overs, ramp phasing, interchange phasing, over bridges and other non-typical situations.

h. Road Design Assumptions:

- i. Designs will utilize AutoCAD software
- ii. Design Calculations will only be provided within the areas of design adjustments proposed by Milestone and UNITED
- iii. Pavement design is not included and design exception submittal request are not included in this scope and fee
- iv. Only guard rail locations, temporary barrier and earthwork Quantities will be provided

3. DRAINAGE

a. Preliminary evaluation of drainage.

b. Review Hydraulic Reports for feasibility to reduce culvert sizes.

c. Develop preliminary erosion control plan.

d. List of Bid Items

e. Plans will show inlet locations, pipe locations, size and depth.

f. Plans will show culvert locations, size, depth and end-section treatments.

g. Drainage Assumptions:

- i. Ditch capacity design, Underdrain design, Pipe Materials table, Structure Date Table and Drainage Cross sections will not be included at this stage.
- ii. No drainage quantities provided.
- iii. Does not include Hydraulics Report Submittal. This will occur after award.

4. STRUCTURES

- a. Preliminary evaluation of beam designs and structure depths.
- b. Develop preliminary MSE wall profiles to indicate approximate wall area, a three line diagram. It is not anticipated cross-sections will be available for Tech. Proposal.
- c. Approximate Shear Stud, Threaded Tie Bar and Drilled Hole count (cone. & steel), Splice and detail weight estimates for steel beams.
- d. Provide detailor sketch of rehabilitated steel beam support at End Bents.
- e. Elastomeric pad counts and sizes shall be provided.
- f. Provide typical reinforcing rates for concrete elements (lbs/cys).
- g. Provide estimated pile lengths, types, sleeves, tips, etc.
- h. Plans as shown in Section 7, showing dimensions of new elements and beam types.
- i. Structure Assumptions
 - i. For the Main Street Bridge, there will be enough information in Parsons' plans for Milestone to quantify the Items shown in the spreadsheet that Parsons created for 1-69 Section 5 Pursuit. Any items shown in that spreadsheet that cannot be quantified from the plans will be provided by Parsons.
 - ii. For all other the bridges the deliverables and quantities will be comparable to the 1-65 Lafayette Design Build.
 - iii. No other quantities other than described above will be provided.

5. SIGNING, LIGHTING, TRAFFIC SIGNALS and ITS

- a. Preliminary evaluation of signing design provided by INDOT.
- b. Preliminary evaluation of ITS design provided by INDOT. Determine if any conflicts may be eliminated.
- c. List of preliminary Bid Items and preliminary quantities for Signing, Lighting and Signals.
- d. Signing Assumptions:
 - i. Non-standard sign structures or foundation design is not included.
 - ii. Services required for Design Alternatives is not included in this scope and fee and will be evaluated as Design Alternatives develop.

6. GEOTECHNICAL SERVICES

- a. Preliminary recommendations as needed and coordination.
- b. Temporary Pavement Design.

7. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall include preliminary plans, the Design/Builder's project schedule, and a traffic control plan in accordance with the following:

Preliminary Plans (4 Sets and 1 CD)

Road plans shall conform to Department plan preparation guidelines for preliminary field check plans (IDM 14-2.01(05)) except as noted and shall include the following:

- a. Title Sheet
- b. Index Sheet: General notes as required and index of sheets
- c. Typical Sections: Typical sections shall be provided that reflect the Department provided options for either HMA or PCCP or both.
- d. Route Survey Plat (as provided by the Department)
- e. Plat No. 1 (as provided by the Department)
- f. Interchange Geometric Tie-In Detail Sheets (as applicable)
- g. Reference Point Tie-Ups and Section Corners
- h. Maintenance of Traffic Layout: Typical sections, phasing layout, advance signing, detour routes.
- i. Plan and Profile Sheets: Project limits, alignments and profiles, drainage features, roadside barrier locations, right-of-way
- j. Ramp Profiles (as applicable)
- k. Superelevation Diagrams (as applicable)
- l. Construction Detail Sheets: (as applicable, including drainage structure layout)
- m. Retaining Wall Layout with Summary of Wall Types (as applicable)
- n. Small Structure Layout and General Plan (as applicable)
- o. Temporary Erosion Control Details and Table
- p. Noise Barrier Layout and Details

Cross-sections are not required to be submitted with the preliminary road plans.

Bridge Replacement Plans shall conform to Department plans preparation guidelines for preliminary field check plans (IDM 14-2.05(03)) except as noted and shall include the following:

- a. Title Sheet
- b. Index Sheet: General notes as required and index of sheets.
- c. Layout Sheet
- d. General Plan
- e. Preliminary Plan of Substructure
- f. Preliminary Framing Plan (as applicable)
- g. Preliminary Plan of Superstructure
- h. Preliminary Approach Slab Details (as applicable)

Bridge Rehabilitation Plans shall conform to Department plans preparation guidelines for preliminary field check plans (IDM 14-2.05(03)) except as noted and shall include the following:

- a. Title Sheet
- b. Index Sheet: General notes as required and index of sheets.
- c. Maintenance of Traffic Layout
- d. General Plan

- e. Removal Plan with details (as applicable)
- f. Preliminary Plan of Substructure (as applicable)
- g. Preliminary Plan of Superstructure (as applicable)
- h. Preliminary Approach Slab Details (as applicable)

Signing Plans shall conform to Department plan preparation guidelines for final field check plans (IDM 14-2.06(03) except as noted and shall include the following:

- a. Title Sheet
- b. Index and General Notes
- c. Existing Sign Details (as applicable)
- d. Proposed Sign Details
- e. Panel Sign Details
- f. Sheet Sign Details
- g. Miscellaneous Sign Details
- h. Sign Summary Tables

In addition, UNITED shall submit a Level One Design Criteria Checklist and supporting calculations for any design element in the Technical Proposal that is a revision to the element provided in the contract documents.

Please acknowledge that the cost estimating, quantity surveys and other predictions of expected project costs are based upon only limited and conceptual design development derived from the contents and requirements of the RFP and are subject to change.

PROJECT SCHEDULE

As directed by Milestone, UNITED has already started pre-award services beginning with the IFA-required "Statement of Qualifications" as early as Friday, March 20, 2015. Technical plans are estimated to be submitted in **September 2015**. Pre-award services are estimated to be completed in **October 2015** when Cost Proposals are submitted. All dates are subject to change pending revisions in the scope and/or project schedule to be include in the IFA-advertised RFP.

COMPENSATION

The estimated cost of services as defined above will be \$225,000. Payment is contingent upon Technical Proposal acceptance from INDOT.

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

Sincerely,
UNITED CONSULTING



Christopher L. Hammond, P.E.
Transportation Department Manager

Enclosures

c: File MK 15-469 Agmt.