



COLORADO
Department of
Transportation

CENTRAL 70 PROJECT

Public Disclosure Administrative and Technical Proposal:
5280 CONNECTORS

5280 Connectors
Linking Communities

VOLUME 1 | Electronic Copy | Binder 1 of 1



TRANSPARENCY | RELIABILITY | ACCOUNTABILITY | INCLUSIVITY

SECTION 1.1

PROPOSAL LETTER



Form A-1: Administrative and Technical Proposal Letter

5280 Connectors
1700 Lincoln Street, Suite 3000, Denver, CO 80203
June 1, 2017

High Performance Transportation Enterprise and Colorado Bridge Enterprise
c/o High Performance Transportation Enterprise
Colorado Department of Transportation
4201 East Arkansas Avenue
Denver, Colorado 80222
Attn: HPTE Director and Colorado Bridge Enterprise Director

**Re. Submission of Administrative and Technical Proposal
in connection with the Central 70 Project**

1. Introduction

- (a) 5280 Connectors (“Proposer”) submits this letter, the Annexes hereto and the documents described in paragraph 2(b) below (this letter, such Annexes and such documents, together, this “Administrative and Technical Proposal”) in response to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15 and 29 (as amended by Addendum Nos. 1, 2, 3, 4, 5, and 6 (such Addendum No. 6 being the “Final RFP”) thereto, and by Addendum Nos. 1 and 2 to the Final RFP, such Addenda issued, respectively, December 23, 2015, February 23, 2016, June 14, 2016, July 28, 2016, October 27, 2016, March 6, 2017, April 25, 2017 and May 25, 2017 (collectively, the “RFP Addenda”), the “RFP”) issued by the High Performance Transportation Enterprise (“HPTE”) and the Colorado Bridge Enterprise (“BE”) (HPTE and BE, together, the “Procuring Authorities”) in relation to the Project.
- (b) Capitalized terms not otherwise defined in this letter have the meanings given to them in the Instructions to Proposers that is included in the RFP (the “ITP”).
- (c) References to Sections and Parts in this letter are references to Sections and Parts of the ITP.

2. Annexes and Enclosures

- (a) For the Procuring Authorities’ ease of reference:
 - (i) attached as Annex A to this letter is a list confirming the identity of:
 - (A) all of Proposer’s Core Proposer Team Members as of the date of this letter; and
 - (B) all known advisors, consultants and Subcontractors of any tier as of the date of this letter; and
 - (ii) attached as Annex B to this letter is a reference chart indicating the conclusions of Proposer’s evaluation of each element of the Administrative and Technical Proposal for compliance with the Administrative and Technical Pass/Fail Criteria.
- (b) Enclosed, and by this reference and paragraph 1(a) above incorporated in this letter and made a part of this Administrative and Technical Proposal, are each of Volume 1, Volume 2 and Volume 3 of the Administrative and Technical Proposal as required to be submitted in accordance with the ITP. This letter itself constitutes the Administrative and Technical Proposal Letter.

3. Proposal Validity

Proposer and each of the undersigned Core Proposer Team Members undertakes to keep its Administrative and Technical Proposal and any Financial Proposal submitted by Proposer open for acceptance initially for the maximum Proposal Validity Period as defined in paragraph (a) of the definition thereof in Section 1 of Part A (subject always to the Proposal Validity Period ending earlier in accordance with the definition thereof in Section 1 of Part A), without unilaterally varying or amending its terms and without making any Organizational Change or Key Personnel Change, without first obtaining the prior written consent of the Procuring Authorities (which may be given or withheld at the sole discretion of the Procuring Authorities).

4. Representations and Warranties

Proposer and each of the undersigned Core Proposer Team Members, in each case as noted below, represents and warrants to the Procuring Authorities as of the date hereof that:

- (a) this Administrative and Technical Proposal is submitted, and any Financial Proposal submitted by Proposer will (when submitted) be submitted, without reservations, qualifications, assumptions, deviations or conditions except, in the case of assumptions, to the extent expressly permitted by the ITP;
- (b) all statements made in the SOQ previously delivered by Proposer to the Procuring Authorities regarding Proposer or each Core Proposer Team Member (where applicable, as such statements have been or may be amended, resubmitted and/or updated by (i) any Proposer Update Submission in accordance with Section 4.3 of Part C, (ii) this Administrative and Technical Proposal, including any completed Form D (Legal Disclosures) and/or Form E (Certifications) to the RFQ that is attached to this letter as an update to the equivalent form(s) included in the SOQ and/or (iii) (when submitted) the Proposer's Financial Proposal, including any completed Form D (Legal Disclosures) and/or Form E (Certifications) to the RFQ that is attached to the Financial Proposal Letter as an update to the equivalent form(s) included in the SOQ) are correct, complete and not materially misleading as of the date hereof;
- (c) prior to the date hereof, Proposer has conducted, and has had the opportunity to conduct, all due diligence and design development that would be considered prudent and reasonable in preparing and submitting this Administrative and Technical Proposal; and
- (d) prior to the date hereof, Proposer has previously notified the Procuring Authorities of (A) any deficiencies or inconsistencies in or omissions from the RFP and Project Information and (B) any material Project risks (including any related to site conditions) related to health or safety, the Environment, the community or property, in the case of (A) and (B), of which it became aware and which were not otherwise recognized, acknowledged or addressed by the Procuring Authorities in the RFP or the Reference Documents.

5. Acknowledgements and Agreements

Proposer and each of the undersigned Core Proposer Team Members acknowledges and agrees:

- (a) Acceptance of ITP: to all the terms and conditions of the ITP;
- (b) Project Information:
 - (i) that it has received or had access to, and understands and has considered, the RFP (including all RFP Addenda) and all Reference Documents; and

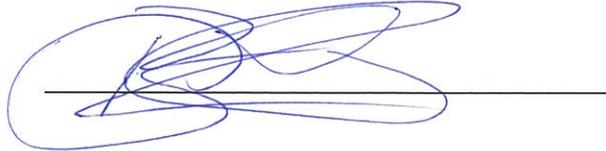
- (ii) that the provisions of the RFP (including the Project Agreement) and the Project Information together provide Proposer with sufficient information relating to the Project (including with respect to the obligations to be assumed under the terms of the Project Agreement, the Construction Contract and the O&M Contract) for purposes of preparing and submitting this Administrative and Technical Proposal;
 - (c) Proposal acceptance: that the Procuring Authorities' acceptance of the delivery of this Administrative and Technical Proposal does not, and shall not be deemed to, constitute any statement or determination as to its completeness, responsiveness or compliance with the requirements of the RFP;
 - (d) Public disclosure:
 - (i) to the Procuring Authorities' disclosure of the Public Statement (following submittal in Proposer's Financial Proposal);
 - (ii) to the Procuring Authorities' disclosure of the Public Disclosure Technical Proposal and (when submitted) the Public Disclosure Financial Proposal as contemplated by Section 1.5.2 of Part D; and
 - (iii) to any other disclosures contemplated by Section 1.5 of Part D, and expressly waives any right to contest such disclosures;
 - (e) Bid costs: that all costs and expenses incurred by it in preparing this Administrative and Technical Proposal and Proposer's Financial Proposal and participating in the Project procurement process will be borne solely by Proposer and/or the Core Proposer Team Members, except for any Stipend Payment that the Procuring Authorities pay Proposer in accordance with the Stipend Agreement that is entered into between the Core Proposer Team Members and the Procuring Authorities;
 - (f) Protest rights: to the protest procedures set out in Section 7.4.1 of Part C, including the limitations imposed by such provisions on Proposer's and each Core Proposer Team Member's rights and remedies to protest or challenge any aspect of the RFP process, including any determination or selection of a Preferred Proposer made pursuant to the RFP;
 - (g) Reserved Rights: that, under the terms of the ITP, the Procuring Authorities have reserved to themselves a number of rights related to the procurement of the Project (including the selection of a Preferred Proposer), including the Reserved Rights; and
 - (h) RFP priority: that the representations and warranties made in paragraph 4 above and the acknowledgements and agreements in this paragraph 5 are without prejudice to the operation of the provisions of the Project Agreement, and this letter shall not be admissible as evidence in any dispute arising after the execution of the Project Agreement.
6. Governing law

This letter shall be governed by and construed in all respects according to the law of the State of Colorado.

Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter, and acknowledge that the Procuring Authorities are each relying on my representation to this effect.

Proposer: 5280 Connectors

By:

A handwritten signature in blue ink is written over a solid black horizontal line. The signature is stylized and somewhat illegible, appearing to consist of several overlapping loops and strokes.

Printed Name: Brian Clark

Title: Official Representative

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Equity Member: Plenary Group USA Ltd.

By:  _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Equity Member: Skanska Infrastructure Development Inc.

By:



Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Joint Venturer in Skanska USA Civil West Rocky Mountain
Lead Contractor: District Inc.

By:



Printed Name: Brian Stieritz

Title: Chairman, President & CEO

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Joint Venturer in Zachry Construction Corporation
Lead Contractor:

By:



Printed Name: Mr. Jean J. Abiassi, P.E.

Title: President and Chief Operating Officer

Under penalty of perjury, each of the undersigned:

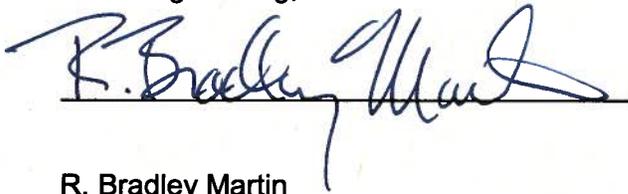
(a) certifies on behalf of the entity for which he or she signs that:

- (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
- (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and

(b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Lead Engineer: HDR Engineering, Inc.

By:

A handwritten signature in black ink, appearing to read "R. Bradley Martin", is written over a horizontal line.

Printed Name: R. Bradley Martin

Title: Senior Vice President, Area Manager

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Joint Venturer in Plenary Group USA Ltd.
Lead Operator:

By:



Printed Name: Brian Budden

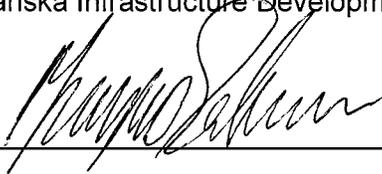
Title: President and Chief Executive Officer

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Joint Venturer in Skanska Infrastructure Development Inc.
Lead Operator:

By:



Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

**Financially
Responsible
Party:**

Plenary Group (Canada) Ltd., acting as
Financially Responsible Party for Plenary
Group USA Ltd., an Equity Member

By:



Printed Name:

Brian Budden

Title:

President and Chief Executive Officer

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Financially Responsible Party: Skanska AB, acting as Financially Responsible Party for Skanska Development Inc., an Equity Member

By:  _____

Printed Name: Caroline Fellenius-Omnell

Title: General Counsel

Under penalty of perjury, each of the undersigned:

- (c) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (d) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

Financially Responsible Party: Skanska AB, acting as Financially Responsible Party for Skanska USA Civil West Rocky Mountain District Inc., a Joint Venturer in Lead Contractor

By:



Printed Name: Caroline Fellenius-Omnell

Title: General Counsel

Under penalty of perjury, each of the undersigned:

- (a) certifies on behalf of the entity for which he or she signs that:
 - (i) the Official Representative named above is authorized by such entity to sign this letter on behalf of Proposer; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in this Administrative and Technical Proposal, including in this letter, by or in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the Procuring Authorities are each relying on his or her representation to this effect:

**Financially
Responsible
Party:**

Zachry Construction & Materials, Inc., acting
as Financially Responsible Party for Zachry
Construction Corporation, a Joint Venturer in
Lead Contractor

By:



Printed Name:

Timothy A. Watt

Title:

Senior Vice President

Annex A: List of Proposer Team Members

Part 1: Core Proposer Team Members

We hereby certify that, for the purposes of Proposer’s Proposal, the full legal names of the entities that are Proposer’s Core Proposer Team Members, and (to the extent applicable) the respective percentage interest that each of them will have in the equity of Proposer’s Developer (in the case of the Equity Members) or in the principal contract for the relevant works for which it has primary responsibility (in the case of the Lead Contractor, the Lead Engineer and the Lead Operator), are as set out in Column 1 in the table below. In addition, in Columns 2 and 3 in the table below we identify any changes made to the identity of any Core Proposer Team Members or the relevant percentages during the period specified in the relevant column.

| Column 1 | Column 2 | Column 3 |
|---|--|--|
| Core Proposer Team Members | Changes (if any) between submission of SOQ and submission of Preliminary Organizational Conflict of Interest Disclosure | Changes (if any) since submission of Preliminary Organizational Conflict of Interest Disclosure |
| 1. Equity Members | | |
| Plenary Group USA Ltd. (50%) | None | None |
| Skanska Infrastructure Development Inc. (50)% | None | None |
| 2. Lead Contractor | | |
| Skanska USA Civil West Rocky Mountain District Inc. (65)% | None | None |
| Zachry Construction Corporation (35%) | None | None |
| 3. Lead Engineer | | |
| HDR Engineer, Inc. (100%) | None | None |
| 4. Lead Operator | | |
| Plenary Group USA Ltd. (50%) | | None |
| Skanska Infrastructure Development Inc. (50)% | Removal of Transfield Services Infrastructure | None |

| Column 1 | Column 2 | Column 3 |
|---|--|-------------------------------------|
| <p>5. Financially Responsible Parties</p> <p>Plenary Group (Canada) Ltd. (100%, Financially Responsible Party for Plenary Group USA Ltd.)</p> <p>Skanska AB (100%, Financially Responsible Party for Skanska Infrastructure Development Inc. and Skanska USA Civil West Rocky Mountain District Inc.)</p> <p>Zachry Construction & Materials, Inc. (100%, Financially Responsible Party for Zachry Construction Corporation)</p> | <p>Plenary Group (Canada) Ltd. (50% of Lead Operator)</p> <p>Skanska AB (50% of Lead Operator)</p> <p>None</p> | <p>None</p> <p>None</p> <p>None</p> |

Part 2: Other Proposer Team Members

| Column 1 | Column 2 | Column 3 |
|---|--|--|
| Other Proposer Team Members | Changes (if any) between submission of SOQ and submission of Preliminary Organizational Conflict of Interest Disclosure | Changes (if any) since submission of Preliminary Organizational Conflict of Interest Disclosure |
| 1. Financial Advisors to Proposer Plenary Group USA Ltd. | None | None |
| 2. Legal Advisors To Proposer: Hogan Lovells US LLP To Lenders: Squire Patton Boggs (US) LLP | None None | None None |
| 3. Technical Advisors to Lenders BTY US, LLC | None | None |
| 4. Insurance Advisors To Proposer: Aon Risk Services Central, Inc. To Lenders: Aon Risk Services Central, Inc. | None None | None None |
| 5. Consultants Model Auditor: PricewaterhouseCoopers Corporate Finance Inc. Peer Design Review: Aztec Engineering Group, Inc. Pavement Consultant: Applied Research Associates, Inc. | None None None | None None None |

| Column 1 | Column 2 | Column 3 |
|---|----------|----------|
| 6. Sub-contractors | | |
| Geotechnical & Environmental: Terracon Consultants, Inc. | None | None |
| Geotechnical: Brierley Associates, Inc. | None | None |
| Lighting and ITS: Dynalectric Company | None | None |
| Drainage: Enginuity Engineering Solutions, LLC | None | None |
| Traffic Engineering: Harris Kocher Smith | None | None |
| Civil Roadway: Huitt-Zollars, Inc. | None | None |
| Survey: Survey & Mapping, LLC | None | None |
| ITS, Lighting, Landscaping: IBI Group Inc. | None | None |
| Cover Landscaping: THK Associates, Inc. | None | None |
| Fire Life Safety, Cover MEP & ICA: Mott MacDonald, LLC | None | None |
| Utilities: Merrick & Company | None | None |

Annex B: Pass/Fail Evaluation Criteria Verification

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|---|--|------------|
| 1. | Administrative and Technical Proposal submitted at the Proposal Submission Location on or before the Technical Proposal Deadline. | <u>Sections 5.1.1.a and 5.1.2.a.i of Part C</u> | ☒ |
| 2. | Proposer's Baseline Substantial Completion Date is no later than November 30, 2022. | <u>Section 2.1.10 of the Administrative and Technical Proposal Submission Requirements</u> | ☒ |
| 3. | No Proposer Material Adverse Change has occurred since the date of the Proposer's SOQ or exists at the date of its Administrative and Technical Proposal. | <u>Section 3 of the Administrative and Technical Proposal Submission Requirements</u> | ☒ |
| 4. | Administrative and Technical Proposal conforms to all ITP instructions regarding organization, format and content. | <u>Sections 1.1 and 1.4 of the General Proposal Instructions</u> | ☒ |
| | (a) The Administrative and Technical Proposal is properly formatted. | <u>Section 1.1.1 of the General Proposal Instructions</u> | ☒ |
| | (b) The Administrative and Technical Proposal is arranged in the order set out in the tables specifying the relevant <u>Administrative and Technical Proposal Submission Requirements</u> . | <u>Section 1.1.2.a of the General Proposal Instructions</u> | ☒ |
| | (c) Each Volume is sub-divided and tabbed to correspond to the Section numbering set out in the tables specifying relevant <u>Administrative and Technical Submission Requirements</u> . | <u>Section 1.1.2.b of the General Proposal Instructions</u> | ☒ |
| | (d) Proposer has submitted: | | ☒ |
| | (i) all required hardcopy volumes, properly separated and labeled; and | <u>Sections 1.2.1.a.i, 1.2.2.a.i, 1.2.2.b and 1.2.2.d of the General Proposal Instructions</u> | ☒ |
| | (ii) all required digital materials. | <u>Section 1.2.1.b of the General Proposal Instructions</u> | ☒ |
| | (e) The Proposal is exclusively in the English language, uses United States customary units of measure specifies monetary amounts in US dollar denominations. | <u>Section 1.3.1 of the General Proposal Instructions</u> | ☒ |

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|---|---|-------------------------------------|
| | (f) There is no electively included information or materials in addition to the information and materials specifically requested in the RFP. | <u>Section 1.3.4 of the General Proposal Instructions</u> | <input checked="" type="checkbox"/> |
| 5. | Volume 1 of the Administrative and Technical Proposal includes each of the following: | | <input checked="" type="checkbox"/> |
| | (a) Administrative and Technical Proposal Letter (<u>Form A-1</u>) attaching: | <u>Section 1.1 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (i) <u>Annex A (List of Proposal Team Members)</u> ; and | | <input checked="" type="checkbox"/> |
| | (ii) <u>Annex B (Pass/Fail Evaluation Criteria Verification)</u> . | | <input checked="" type="checkbox"/> |
| | (b) Form B (<i>Confidential Contents Index</i>). | <u>Section 1.2 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (c) Either: (i) confirmation of absence of any organizational conflicts of interest; or (ii) narrative description of any such organizational conflicts of interest. | <u>Section 1.3. of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (d) Any of: (i) Stipend Agreement; (ii) statement regarding waiver of rights to payment of the Stipend Payment; or (iii) statement regarding prior submission of the Stipend Agreement. | <u>Section 1.4 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| 6. | Volume 2 of the Administrative and Technical Proposal includes each of the following: | <u>Section 2.1. of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (a) Executive Summary. | <u>Section 2.1.1.a of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (b) Part 1: Project Management. | <u>Section 2.1.2 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|---|--|-------------------------------------|
| | (c) Part 2: Quality Management. | <u>Section 2.1.3 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (d) Part 3: Maintenance of Traffic. | <u>Section 2.1.4 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (e) Part 4: Environmental Management, Strategic Communications, Community Development Programs, Small and Disadvantaged Business Participation and Workforce Development. | <u>Section 2.1.5 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (f) Part 5: Operations and Maintenance. | <u>Section 2.1.6 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (g) Part 6: Technical Approach and Solutions. | <u>Section 2.1.7 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (h) Appendix A: Draft Design Drawings. | <u>Section 2.1.8 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (i) Appendix B: Draft Project Management Plan. | <u>Section 2.1.9 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (j) Appendix C: Proposal Schedule. | <u>Section 2.1.10 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (k) Appendix D: Draft Stage 1 Quality Management Plan. | <u>Section 2.1.11 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|--|--|-------------------------------------|
| | (l) Appendix E: Draft Stage 2 Quality Management Plan. | <u>Section 2.1.12 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (m) Appendix F: Draft Transportation Management Plan. | <u>Section 2.1.13 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (n) Appendix G: Draft Cover Design Baseline Report. | <u>Section 2.1.14 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (o) Appendix H: Draft Operations Management Plan. | <u>Section 2.1.15 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (p) Appendix I: Draft Maintenance Management Plan. | <u>Section 2.1.16 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (q) Appendix J: Draft Strategic Communications Plan. | <u>Section 2.1.17 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (r) Appendix K: Draft Small and Disadvantaged Business Participation Plan. | <u>Section 2.1.18 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (s) Appendix L: Draft Workforce Development Plan. | <u>Section 2.1.19 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (t) Appendix M: Draft Environmental Compliance Work Plan. | <u>Section 2.1.20 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|---|---|-------------------------------------|
| | (u) ATC Submissions (in final form) that Proposer is electing to incorporate into its Proposal, including copies of any applicable final approvals received from the Procuring Authorities. | <u>Section 2.2 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| 7. | Volume 3 of the Administrative and Technical Proposal includes each of the following: | <u>Section 3.1 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (a) Either: (i) financial statements; or (ii) a statement regarding their absence, for: | <u>Section 3.1.1 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (i) each Equity Member; | | <input checked="" type="checkbox"/> |
| | (ii) Lead Contractor; | | <input checked="" type="checkbox"/> |
| | (iii) Lead Engineer; | | <input checked="" type="checkbox"/> |
| | (iv) Lead Operator; and | | <input checked="" type="checkbox"/> |
| | (v) each Financially Responsible Party (if any). | | <input checked="" type="checkbox"/> |
| | (b) Either: (i) information regarding material changes in financial capacity; or (ii) confirmation of the absence of any such changes, for: | <u>Section 3.2 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (i) each Equity Member; | | <input checked="" type="checkbox"/> |
| | (ii) Lead Contractor; | | <input checked="" type="checkbox"/> |
| | (iii) Lead Engineer; | | <input checked="" type="checkbox"/> |
| | (iv) Lead Operator; and | | <input checked="" type="checkbox"/> |
| | (v) each Financially Responsible Party (if any). | | <input checked="" type="checkbox"/> |
| | (c) Off balance sheet liabilities letter from each of: | <u>Section 3.3 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |
| | (i) each Equity Member; | | <input checked="" type="checkbox"/> |

| No. | Initial Administrative and Technical Pass/Fail Criteria | ITP Sec. Ref. | Satisfied? |
|-----|---|---|-------------------------------------|
| | (ii) Lead Contractor; | | <input checked="" type="checkbox"/> |
| | (iii) Lead Engineer; | | <input checked="" type="checkbox"/> |
| | (iv) Lead Operator; and | | <input checked="" type="checkbox"/> |
| | (v) each Financially Responsible Party (if any). | | <input checked="" type="checkbox"/> |
| | (d) Completed <u>Form G-3</u> for each entity that has a credit rating. | <u>Section 3.4.1 of the Administrative and Technical Proposal Submission Requirements</u> | <input checked="" type="checkbox"/> |

1.1 PROPOSAL LETTER

As stated in Form B (Confidential Contents Index), the following attachments have been redacted in accordance with Section 1.5 of the RFP and C.R.S. § 24-72-204:

- Form D - Legal Disclosures (Resubmit)
- Form E - Certifications (Resubmit): Skanska Infrastructure Development Inc.

SECTION 1.2

PUBLIC DISCLOSURE INFORMATION



FORM B: CONFIDENTIAL CONTENTS INDEX

Brief Explanation of Relevant Exemption under Colorado Open Record Act (CORA):

Colorado Open Record Act (24-72-204). Allowance or denial of inspection - grounds - procedure - appeal - definitions.

(IV) Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data, including a social security number unless disclosure of the number is required, permitted, or authorized by state or federal law, furnished by or obtained from any person.

Proposer Name: 5280 Connectors

Form B: Confidential Contents Index

Administrative and Technical Proposal

Volume 1:

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|--------------------------------------|---------------------|------------------|--|------------------------------------|---|
| (1) | Organizational Conflicts of Interest | Section 1.3 | S1.3-1 | n/a | C.R.S. § 24-72-204 – Trade Secrets | Permanent as such disclosures may derive economic value from not being generally known to other persons (direct competitors) who can obtain value from its disclosure or use. |

Volume 2:

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|--|--------------------------------------|--|--|--|--|
| (1) | Schedule Management Approach - Ensuring timely delivery of materials | Sec 1.d.ii | Administrative & Technical Proposal Page 7 | Table that describes the lead times 5280 Connectors has entered into with subcontractors | C.R.S. § 24-72-204 – Commercial Data | End of Construction Period. This commercial data will remain commercially sensitive as these are derived from specific discussions with contractors. |
| (2) | Stage 2 Quality Management - Staged construction | Sec 2.c.iv | Administrative & Technical Proposal Page 16 | Second paragraph | C.R.S. § 24-72-204 – Commercial Data | End of Construction Period. This commercial data will remain commercially sensitive as the phasing of our construction schedule is specific to our team's proprietary approach. |
| (3) | Part 2: Quality Management | Section 2.a.vii Staffing Methodology | Administrative & Technical Proposal Page 9 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These Staffing methodologies are integral to the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|----------------------------|---------------------|--|--|--|--|
| (4) | Part 2: Quality Management | Figure 2.06 | Administrative & Technical Proposal Page 10 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These Staffing methodologies are integral to the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (5) | Part 2: Quality Management | Figure 2.08 | Administrative & Technical Proposal Page 11 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. This graphic of the NCR relocation process integral to the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|----------------------------|---------------------|--|--|--|--|
| (6) | Part 2: Quality Management | Figure 2.10 | Administrative & Technical Proposal Page 13 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. This graphic of the design deliverable process integral to the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (7) | Part 2: Quality Management | Figure 2.14 | Administrative & Technical Proposal Page 15 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. This graphic of the overall Quality Management process integral to the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|----------------------------|-------------------------------------|--|--|--|---|
| (8) | Part 2: Quality Management | 2.b.iii Design Development Approach | Administrative & Technical Proposal Page 13 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design development approach references the Stage 1 QMP which is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (9) | Part 2: Quality Management | 2.b.v Design Approach | Administrative & Technical Proposal Page 13 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design approach references the Stage 1 QMP which is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|----------------------------|-------------------------|--|--|--|--|
| (10) | Part 2: Quality Management | 2.b.vii Design Packages | Administrative & Technical Proposal Page 14 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | This section includes a an example illustrating the design approach. Examples such as this are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (11) | Part 2: Quality Management | Figure 2.13 | Administrative & Technical Proposal Page 15 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | This figure illustrates the a specific construction management approach and is not a generic example. Examples such as this are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|---|--|--|--|--|
| (12) | Part 2: Quality Management | Sec 2.c.iv Staged construction | Administrative & Technical Proposal Page 16 | Second paragraph | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. This commercial data will remain commercially sensitive as the phasing of our construction schedule is specific to our team’s proprietary approach. |
| (13) | Part 6: Technical Approach and Solutions | Sec. 6.b Description of Design Features | Administrative & Technical Proposal Page 45 | ATC 10 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. Our ATC represents a trade secrets that is used by our team for competitive purposes on alternative delivery, best value based pursuits that, if made privy to our competitors, would negatively impact our competitive advantage and provide our competitors with immediate access to our proprietary processes and procedures for their gain. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|---------------------|---|--|--|--|
| (14) | Section 2.2 – Alternative Technical Concepts | Section 2.2.4 | Administrative & Technical Proposal Binder 8 | ATC 10.2 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. Our ATC represents a trade secrets that is used by our team for competitive purposes on alternative delivery, best value based pursuits that, if made privy to our competitors, would negatively impact our competitive advantage and provide our competitors with immediate access to our proprietary processes and procedures for their gain. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|------------------------------------|---|
| (15) | Appendix B: Draft Project Management Plan | Entire Appendix | n/a | n/a | C.R.S. § 24-72-204 – Trade Secrets | Permanent. Our plan contents are based on internal processes and procedures, developed over years of in-field use and refinement. Our plan information represents trade secrets that are used by our team for competitive purposes on alternative delivery, best value based pursuits that, if made privy to our competitors, would negatively impact our competitive advantage and provide our competitors with immediate access to our proprietary processes and procedures for their gain. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-------------------------------|------------------------|--|--|---|
| (16) | Appendix D – Draft Stage 1 Quality Management Plan | Section 7.0 Quality Approach | Appendix D, Page 9-10 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (17) | Appendix D – Draft Stage 1 Quality Management Plan | Section 11.0 Document Control | Appendix D, Page 15-18 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-------------------------------------|------------------------|--|--|---|
| (18) | Appendix D – Draft Stage 1 Quality Management Plan | Section 12.0 Planning and Execution | Appendix D, Page 18-21 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (19) | Appendix D – Draft Stage 1 Quality Management Plan | Section 14.0 Non Conforming Work | Appendix D, Page 22-25 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-----------------------------------|------------------------|--|--|---|
| (20) | Appendix D – Draft Stage 1 Quality Management Plan | Section 15.0 Corrective Actions | Appendix D, Page 25-27 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (21) | Appendix D – Draft Stage 1 Quality Management Plan | Section 16.0 Preventative Actions | Appendix D, Page 27-28 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|---|------------------------|--|--|---|
| (22) | Appendix D – Draft Stage 1 Quality Management Plan | Section 17.0 Stop Work Authority and Procedures | Appendix D, Page 28-29 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (23) | Appendix D – Draft Stage 1 Quality Management Plan | Section 20 Design Quality Management Plan | Appendix D, Page 31-55 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|--|--|--|--|---|
| (24) | Appendix D – Draft Stage 1 Quality Management Plan | Exhibit 1. Design Control Procedures (DCPR) | Appendix D, Page Exhibit 1-1 to Exhibit 1-56 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |
| (25) | Appendix D – Draft Stage 1 Quality Management Plan | Exhibit 10. Quality Process Control Procedures | Appendix D, Page | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Design Quality Management Plan is a competitively sensitive document and is strategic in nature, Documents are to be treated as ‘trade secrets’ and confidential. It is our intellectual property and part of our competitive advantage. They should remain confidential in perpetuity. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-------------------------------|------------------------|--|--|--|
| (26) | Appendix E – Draft Stage 2 Quality Management Plan | Section 7.0 Quality Approach | Appendix E, Page 9-10 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. This overview summary outlines the primary approach for quality management. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (27) | Appendix E – Draft Stage 2 Quality Management Plan | Section 11.0 Document Control | Appendix E, Page 16-19 | Inclusive of Subsections 11.1 through 11.3 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These document Control processes and procedures are integral to the overall project management plan and reflect a core aspect of the management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-------------------------------------|------------------------|--|--|--|
| (28) | Appendix E – Draft Stage 2 Quality Management Plan | Section 12.0 Planning and Execution | Appendix E, Page 19-22 | Inclusive of Subsection 12.1 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These Planning and Execution processes and procedures are the core elements of the Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (29) | Appendix E – Draft Stage 2 Quality Management Plan | Section 14.0 Non Conforming Work | Appendix E, Page 23-26 | Inclusive of Subsections 14.1 to 14.7 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These processes and procedures for addressing nonconforming work are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|-----------------------------------|------------------------|--|--|--|
| (30) | Appendix E – Draft Stage 2 Quality Management Plan | Section 15.0 | Appendix E, Page 26-29 | Inclusive of Subsections 15.1 to 15.3 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These processes and procedures for addressing the resolution of discrepancies and deviations are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (31) | Appendix E – Draft Stage 2 Quality Management Plan | Section 16.0 Preventative Actions | Appendix E, Page 29-30 | n/a | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These processes and procedures for addressing how potentially high-risk activities are addressed are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|---|------------------------|--|--|---|
| (32) | Appendix E – Draft Stage 2 Quality Management Plan | Section 17.0 Stop Work Authority and Procedures | Appendix E, Page 29-30 | Inclusive of Subsection 17.1 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | In perpetuity. These processes and procedures for addressing how potentially high-risk activities are addressed are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (33) | Appendix E – Draft Stage 2 Quality Management Plan | Section 20 Procurement | Appendix E, Page 29-30 | Inclusive of Subsections 20.1 to 20.7 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as these processes and procedures for addressing how Skanska & Plenary address quality in the procurement process is integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|--|------------------------|--|--|--|
| (34) | Appendix E – Draft Stage 2 Quality Management Plan | Section 21 Work Plans | Appendix E, Page 35-38 | Inclusive of Subsection 21.1 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as these work plans are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (35) | Appendix E – Draft Stage 2 Quality Management Plan | Section 22 Process Control Of Construction | Appendix E, Page 39-41 | Inclusive of Subsection 22.1 – 22.5 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as these Process Control procedures shown in this section are integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|--|---|--|--|---|
| (36) | Appendix E – Draft Stage 2 Quality Management Plan | Section 23 Independent Quality Control of Construction | Appendix E, Page 41-43 | Inclusive of Subsection 23.1 to 23.5 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as the Independent Quality Control procedures are core integral to the overall Quality Management approach. Such language may be used in future projects where competitors may derive value from this disclosure. |
| (37) | Appendix E – Draft Stage 2 Quality Management Plan | Exhibit 1. Quality Process Control Procedures | Exhibit 1-1 through Exhibit 1-56 (56 pages) | Project Procedures | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as these procedures are specific to a combination of the 5280 team’s proprietary corporate Quality Management plans. Such plans may be used in future projects where competitors may derive value from this disclosure. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|--|------------------|--|--------------------------------------|---|
| (38) | Appendix F: Draft Transportation Management Plan | Section 5.0 Entire Section | 1-22 | n/a | C.R.S. § 24-72-204 – Commercial Data | End of Construction Period. This commercial data will remain commercially sensitive during the design phase of the Construction Term. |
| (39) | Appendix F: Draft Transportation Management Plan | Section 8.0, Proposed detour routes | 25 | Figure 17 | C.R.S. § 24-72-204 – Commercial Data | End of Construction Period. This commercial data will remain commercially sensitive during the design phase of the Construction Term |
| (40) | Appendix F: Draft Transportation Management Plan | Section 14 Transportation Operations Strategy Subsections 14.0 thru 14.7.9 Entire subsections | 41-59 | | C.R.S. § 24-72-204 – Commercial Data | End of Construction Period. This commercial data will remain commercially sensitive during the design phase of the Construction Term |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|--|---------------------|------------------|--|-----------------------------------|---|
| (41) | Appendix H: Draft Operations Management Plan | Entire Appendix | n/a | n/a | C.R.S. § 24-72-204 – Trade Secret | Permanent. Our plan contents are based on internal processes and procedures, developed over years of in-field use and refinement. Our plan information represents trade secrets that are used by our team for competitive purposes on alternative delivery, best value based pursuits that, if made privy to our competitors, would negatively impact our competitive advantage and provide our competitors with immediate access to our proprietary processes and procedures for their gain. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|-----------------------------------|---|
| (42) | Appendix I: Draft Maintenance Management Plan | Entire Appendix | n/a | n/a | C.R.S. § 24-72-204 – Trade Secret | Permanent. Our plan contents are based on internal processes and procedures, developed over years of in-field use and refinement. Our plan information represents trade secrets that are used by our team for competitive purposes on alternative delivery, best value based pursuits that, if made privy to our competitors, would negatively impact our competitive advantage and provide our competitors with immediate access to our proprietary processes and procedures for their gain. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---|------------------|--|--|---|
| (43) | Appendix M – Draft Environmental Compliance Work Plan | Section 12 – Means and Methods of Environmental Compliance | 40-48 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as this commercial data will remain commercially sensitive as means and methods specific to our team’s proprietary approach. |
| (44) | Appendix M – Draft Environmental Compliance Work Plan | Section 13 – Tracking and Documenting the Progress and Completion of all Environmental Requirements | 49-56 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as this commercial data will remain commercially sensitive as the internal documentation and process control are specific to our team’s proprietary approach. |
| (45) | Appendix M – Draft Environmental Compliance Work Plan | Section 14 – Process Control and Independent Quality Control | 57-65 | | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as this commercial data will remain commercially sensitive as QC processes and implementation are specific to our team’s proprietary approach. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|--|------------------|--|--|---|
| (46) | Appendix M – Draft Environmental Compliance Work Plan | Section 15 – Project Communications and Document Control | 69 | Figure 17 | C.R.S. § 24-72-204 – (3)(a)(IV) Trade Secret | Permanent as this commercial data will remain commercially sensitive as the project mitigation development and implementation process is specific to our team’s proprietary approach. |

Volume 3, Sub-Volume:

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|-----|---|---------------------|------------------|--|--|---|
| (1) | Financial Statements Plenary Group USA Ltd. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (2) | Financial Statements Skanska Infrastructure Development Inc. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (3) | Financial Statements Skanska USA Civil Inc. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (4) | Financial Statements Skanska USA Civil West Rocky Mountain District Inc. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (5) | Financial Statements Zachry Construction Corporation | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |

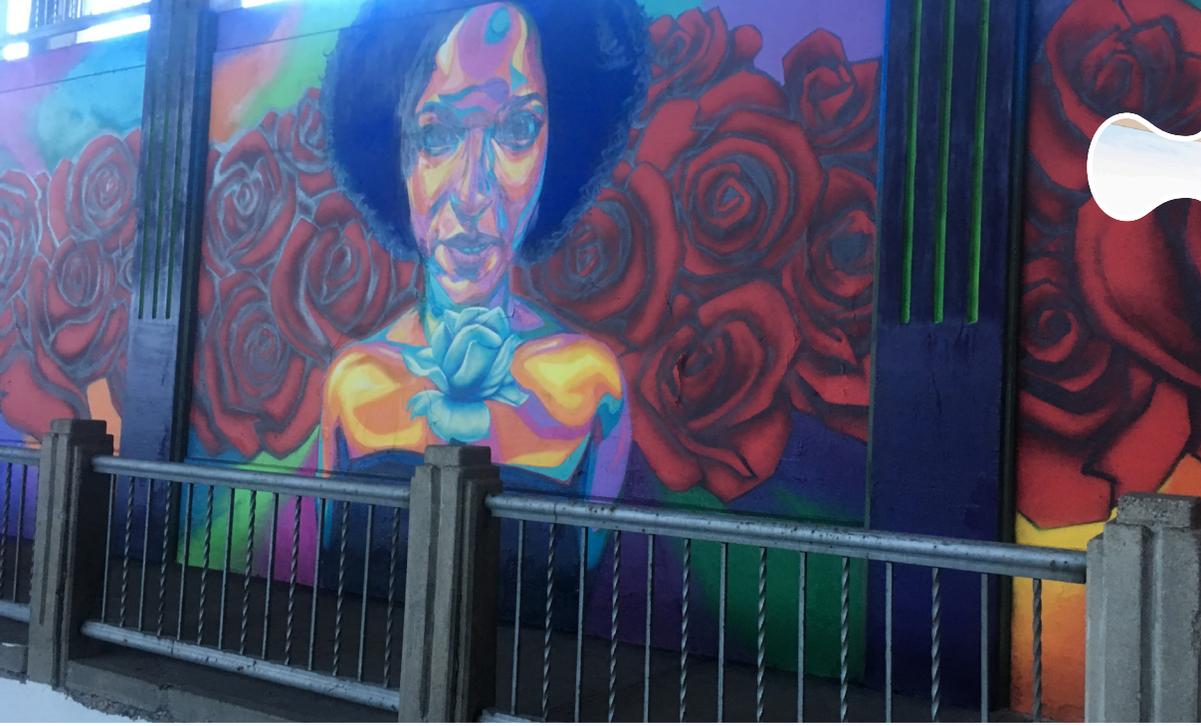
| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|--|---|
| (6) | Financial Statements HDR Engineering, Inc. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (7) | Financial Statements Plenary Group (Canada) Ltd. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (8) | Financial Statements Zachry Construction & Materials, Inc. | Section 3.1 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (9) | Material Changes in Financial Condition Plenary Group USA Ltd. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (10) | Material Changes in Financial Condition Skanska Infrastructure Development Inc. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|--|---|
| (11) | Material Changes in Financial Condition Skanska USA Civil Inc. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (12) | Material Changes in Financial Condition Skanska USA Civil West Rocky Mountain District Inc. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (13) | Material Changes in Financial Condition Zachry Construction Corporation | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (14) | Material Changes in Financial Condition HDR Engineering, Inc. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (15) | Material Changes in Financial Condition Plenary Group (Canada) Ltd. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|--|---|
| (16) | Material Changes in Financial Condition Skanska AB | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (17) | Material Changes in Financial Condition Zachry Construction & Materials, Inc. | Section 3.2 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (18) | Off Balance Sheet Liabilities Plenary Group USA Ltd. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (19) | Off Balance Sheet Liabilities Skanska Infrastructure Development Inc. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (20) | Off Balance Sheet Liabilities Skanska USA Civil Inc. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|--|---|
| (21) | Off Balance Sheet Liabilities Skanska USA Civil West Rocky Mountain District Inc. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (22) | Off Balance Sheet Liabilities Zachry Construction Corporation | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (23) | Off Balance Sheet Liabilities HDR Engineering, Inc. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (24) | Off Balance Sheet Liabilities Plenary Group (Canada) Ltd. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |
| (25) | Off Balance Sheet Liabilities Skanska AB | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |

| No. | Proposal Heading(s) | Proposal Section(s) | Proposal Page(s) | Other Identifying Information (if any) | Relevant CORA Exemption(s) | Duration of Exemption(s) |
|------|---|---------------------|------------------|--|--|---|
| (26) | Off Balance Sheet Liabilities Zachry Construction & Materials, Inc. | Section 3.3 | n/a | n/a | C.R.S. § 24-72-204 – Confidential Financial Data | Permanent as this financial data is not public and contains confidential and proprietary information. |



SECTION 1.3

ORGANIZATIONAL CONFLICTS OF INTEREST

1.3 ORGANIZATIONAL CONFLICTS OF INTEREST

As stated in Form B (Confidential Contents Index), this section has been redacted in accordance with Section 1.5 of the RFP and C.R.S. § 24-72-204.



SECTION 1.4

STIPEND AGREEMENT

FORM H: STIPEND AGREEMENT

STIPEND AGREEMENT

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this 25th day of May, 2017 by and between:

- (1) the Colorado High Performance Transportation Enterprise ("HPTE") and the Colorado Bridge Enterprise ("BE"), each of which is a government-owned business within the Colorado Department of Transportation ("CDOT") and, in the case of HPTE, is a division of CDOT (together, the "Procuring Authorities");
- (2) Plenary Group USA Ltd. and Skanska Infrastructure Development Inc. (together, the "Equity Members");
- (3) Skanska USA Civil West Rocky Mountain District Inc. and Zachry Construction Corporation (together, the "Lead Contractor");
- (4) HDR Engineering, Inc. (together, the "Lead Engineer");
- (5) Plenary Group USA Ltd. and Skanska Infrastructure Development Inc. (together, the "Lead Operator"); and
- (6) Plenary Group (Canada) Ltd., Skanska AB and Zachry Construction & Materials, Inc. (together, the "Financially Responsible Parties" and, together with the Equity Members, the Lead Contractor, the Lead Engineer and the Lead Operator, the "Core Proposer Team Members").

WITNESSETH:

WHEREAS, in response to the Request for Proposals dated March 6, 2017 (as amended by any Addenda thereto, the "RFP") issued by the Procuring Authorities in relation to the Central 70 Project (the "Project"), (a) 5280 Connectors ("Proposer") comprising the Core Proposer Team Members has submitted an Administrative and Technical Proposal and (b) Proposer is intending to submit a Financial Proposal;

WHEREAS, if Proposer is selected as the Preferred Proposer in accordance with the RFP, Proposer will, subject to the terms and conditions of the RFP, procure that an entity established by it will enter into a project agreement relating to the Project (the "Project Agreement") with the Procuring Authorities;

WHEREAS, as part of the procurement process for the Project under the RFP (the "Procurement Process"), Proposer has already provided and/or furnished to the Procuring Authorities, and may continue to provide and/or furnish to the Procuring Authorities, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed verbally and/or in writing during the Procurement Process including during proprietary meetings or interviews; and (b) contained in, related to or associated with Proposer's Proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, Alternative Technical Concepts submitted to the Procuring Authorities during the Procurement Process (whether or not approved and whether or not incorporated into Proposer's Proposal), other graphic and visual aids, or information contained in Proposer's Proposal (all such intellectual property, materials, information and ideas,

collectively, but subject to the exclusion specified in Section 2 below, "Proposer's Intellectual Property");

WHEREAS, the Procuring Authorities are willing to provide a payment to Proposer, subject to the express conditions stated in this Agreement, in exchange for a license to use the Proposer's Intellectual Property; and

WHEREAS, Proposer wishes to be eligible to receive the payment offered by the Procuring Authorities, in exchange for granting the Procuring Authorities the rights contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. The Procuring Authorities' Rights in Proposer's Intellectual Property.

a. Each of the Core Proposer Team Members hereby grants to the Procuring Authorities a non-exclusive, transferable (to any permitted assignee or transferee pursuant to Section 9.b. below), irrevocable, fully paid up and sub-licensable license to use that part of Proposer's Intellectual Property owned or licensed by such Core Proposer Team Member, which includes, without restriction or limitation, the right of the Procuring Authorities, and anyone contracting with the Procuring Authorities, to incorporate any ideas or information from such part of Proposer's Intellectual Property into: (i) the Project, including the Project Agreement (and/or any relevant sub-contract thereto); (ii) any other contract entered into in relation to the Project, (iii) any subsequent procurement of the Project; or (iv) any other project. Each of the Core Proposer Team Members agrees that it will, at the request of the Procuring Authorities, execute all papers and perform all other acts that may be necessary to ensure that the Procuring Authorities' rights, title and interest in the relevant part of Proposer's Intellectual Property are licensed as purported to be licensed hereunder and protected, provided that such acts do not extend to engaging in litigation, but each of the Core Proposer Team Members hereby authorizes the Procuring Authorities to litigate in its name. The rights licensed pursuant hereto to the Procuring Authorities include, without limitation, the Procuring Authorities' ability to use and re-use Proposer's Intellectual Property without the obligation to notify or seek permission from Proposer or any of the Core Proposer Team Members.

b. The Procuring Authorities acknowledge that any designs, plans, drawings or other documents of such nature included as Proposer's Intellectual Property are preliminary in nature and use or reuse by the Procuring Authorities is at the Procuring Authorities' sole risk.

2. Exclusions from Proposer's Intellectual Property. Notwithstanding Section 1 above, it is understood and agreed that Proposer's Intellectual Property does not include, and the Core Proposer Team Members do not pursuant to this Agreement license or convey any rights in, the Base Financial Model.

3. Stipend Payment. The Procuring Authorities agree to pay Proposer (on behalf of all Core Proposer Team Members) a stipend payment (the "Stipend Payment") in the amount specified in Section 4 below, which constitutes payment in full to Proposer for the license

of Proposer's Intellectual Property to the Procuring Authorities in accordance with this Agreement. The Procuring Authorities shall pay the Stipend Payment to Proposer on condition that:

- a. unless the Procuring Authorities have publicly announced the cancellation of the Procurement Process prior to the Technical Proposal Deadline, Proposer submits an Administrative and Technical Proposal which is responsive to, and compliant with, the RFP (including being compliant with all Administrative and Technical Pass/Fail Criteria and passing the Technical Substantive P/F Evaluation), as determined by the Procuring Authorities in their discretion; and
 - b. unless the Procuring Authorities have publicly announced the cancellation of the Procurement Process prior to the Financial Proposal Deadline, Proposer submits a Financial Proposal which is responsive to, and compliant with, the RFP (including being compliant with all Financial Pass/Fail Criteria), as determined by the Procuring Authorities in their discretion; and
 - c. Proposer has complied with all other terms and conditions of this Agreement and the ITP.
4. Stipend Payment Amount. Subject to the satisfaction of the conditions specified in Section 3 above, the Procuring Authorities shall make the Stipend Payment to Proposer in the amount of either:
- a. \$1,250,000, following the public announcement by the Procuring Authorities of the cancellation of the Procurement Process after the issuance of the final RFP but prior to the Technical Proposal Deadline; or
 - b. \$2,500,000, following:
 - i. the public announcement by the Procuring Authorities of the cancellation of the Procurement Process after the Technical Proposal Deadline;
 - ii. the public announcement by the Procuring Authorities of a Preferred Proposer that is not Proposer (except that, if the Procuring Authorities enter into a Project Agreement with Proposer's Developer at any time after another Proposer is first selected as Preferred Proposer, the Procuring Authorities shall have no obligation to pay the Stipend Payment to Proposer); or
 - iii. the public announcement by the Procuring Authorities of the cancellation of the Procurement Process after the Financial Proposal Deadline, unless Proposer is first selected as the Preferred Proposer and the Procuring Authorities then become entitled to draw on Proposer's Proposal Security in accordance with Section 5.4.2.a of Part C of the ITP (in which event, for certainty, the Procuring Authorities shall have no obligation to pay the Stipend Payment to Proposer).
5. Payment Due Date. Subject to the satisfaction of the conditions specified in Section 3 above, the Procuring Authorities will make payment of the Stipend Payment to the Proposer (on behalf of the Core Proposer Team Members) by no later than the earlier of (a) 90 Calendar Days after the date on which the Procuring Authorities publicly announce

the cancellation of the Procurement Process and (b) five Working Days after Financial Close, subject to prior receipt of an invoice therefor (which invoice shall specify the account details for such payment).

6. Effective Date of this Agreement. This Agreement shall not be valid until, and the rights and obligations of the Procuring Authorities, Proposer and the Core Proposer Team Members under this Agreement (including the Procuring Authorities' license rights in Proposer's Intellectual Property) shall only vest once, the Colorado State Controller (or designee) has approved, signed and dated this Agreement, except that the Procuring Authorities' license rights in any Proposer's Intellectual Property that is not created until after such date shall vest upon the date of creation.
7. Waiver. Notwithstanding any other provisions of this Agreement, if any one or more of the conditions set out in Section 3 above is not satisfied, then Proposer and the Core Proposer Team Members shall be deemed to have irrevocably waived and released any right to receive the Stipend Payment and any other right, in contract, law or equity, to recover the costs associated with the development of Proposer's Intellectual Property and/or costs incurred in participating in the Procurement Process, and the Procuring Authorities will have no rights or obligations under this Agreement (including, for the avoidance of doubt, to the Proposer's Intellectual Property).
8. Indemnity. The Core Proposer Team Members will, at their own expense, indemnify, protect and hold harmless the Procuring Authorities and their agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party (including any costs (including legal fees) incurred by the Procuring Authorities in defending any such Claims or otherwise in seeking to protect their rights, title and interest in Proposer's Intellectual Property licensed, or purported to be licensed, to them hereunder) arising in whole or in part from breach of any of the obligations of the Core Proposer Team Members under this Agreement or the representation and warranty given by each of them under Section 10.a below, in each case only to the extent such breach gives rise to the relevant Claim, provided that this indemnity will not apply with respect to any Claim to the extent that such Claim is solely and directly caused by or results from (a) the negligence or willful misconduct of, or (b) the misuse or (only with respect to any designs, plans, drawings or other documents of such nature) use or reuse of Proposer's Intellectual Property by, the Procuring Authorities, or their agents, directors, officers, employees, representatives or contractors.
9. Assignment.
 - a. None of the Core Proposer Team Members shall be entitled to assign or otherwise transfer any of their rights or obligations under this Agreement without the Procuring Authorities' prior written consent, which consent may be given or withheld in the Procuring Authorities' sole discretion. Any such assignment or transfer without such consent will be null and void.
 - b. The Procuring Authorities shall be entitled to assign or otherwise transfer their rights under this Agreement and/or their rights, title and interest in Proposer's Intellectual Property Rights licensed to them hereunder to any division, agency or political subdivision of the State of Colorado.

- c. Except as otherwise expressly provided in this Agreement, a reference to any person or entity includes such person's or entity's permitted successors, assigns and transferees.

10. Authority to Enter into this Agreement. By executing this Agreement:

- a. each of the Core Proposer Team Members specifically represents and warrants that:
 - i. it has the power and authority to enter into this Agreement; and
 - ii. it has the power and authority and all necessary rights to grant, pursuant to Section 1.a above, the license to use Proposer's Intellectual Property; and
- b. each of the Procuring Authorities specifically represents and warrants that it has the authority to enter into this Agreement and to pay the Stipend Payment.

11. Miscellaneous.

- a. The parties hereto agree that Proposer, the Core Proposer Team Members, and their respective employees are not agents of the Procuring Authorities as a result of entering into this Agreement.
- b. Capitalized terms not otherwise defined in this Agreement have the meanings given to them in the RFP.
- c. This Agreement:
 - i. together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof and there are no promises, terms, conditions, or obligations other than those contained herein or in the RFP relating to such subject matter; and
 - ii. will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto in relation to such subject matter.
- d. It is understood and agreed by the parties that, if any part, term, or provision of this Agreement is by the courts held to be invalid, illegal or in conflict with any law of the State of Colorado, the validity and legality of the remaining parts, terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, illegal or in conflict with any law of the State of Colorado.
- e. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether

by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

- f. With respect to any suit, action or proceeding relating to this Agreement ("Proceedings"), each of the Core Proposer Team Members irrevocably:
- i. submits to the exclusive jurisdiction of the United States District Court of Colorado and the State District Court of Colorado for the City and County of Denver;
 - ii. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court;
 - iii. waives any claim that any such Proceedings has been brought in an inconvenient forum; and
 - iv. waives the right to object, with respect to any such Proceedings, that such court does not have any jurisdiction with respect to such Proceedings.

12. Other Special Provisions.

- a. **Fund Availability. CRS §24-30-202(5.5).** Financial obligations of the Procuring Authorities payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- b. **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- c. **Independent Contractor.** Proposer and each Core Proposer Team Member shall perform their duties hereunder as independent contractors and not as employees. None of Proposer, any Core Proposer Team Member or any agent or employee of any thereof shall be deemed to be an agent or employee of the State. Proposer and each Core Proposer Team Member and the employees and agents of each thereof are not entitled to unemployment insurance or workers' compensation benefits through the State and the State shall not pay for or otherwise provide such coverage. Unemployment insurance benefits will be available to Proposer and each Core Proposer Team Member and its employees and agents only if such coverage is made available by Proposer or any Core Proposer Team Member or a third party. Proposer and each Core Proposer Team Member shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Neither Proposer nor any Core Proposer Team Member shall have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Proposer and each Core Proposer Team Member shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

- d. **Compliance with Law.** Proposer and each Core Proposer Team Member shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- e. **Binding Arbitration Prohibited.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- f. **Software Piracy Prohibition.** State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Proposer and each Core Proposer Team Member hereby certifies and warrants that, during the term of this Agreement and any extensions, Proposer and each Core Proposer Team Member has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Proposer or any Core Proposer Team Member is in violation of this provision, the Procuring Authorities may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- g. **Employee Financial Interest/Conflict of Interest. CRS §§ 24-18-201 and 24-50-507.** The Proposer and each Core Proposer Team Member avers that, to its knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Neither Proposer nor any Core Proposer Team Member has any interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Proposer's and each Core Proposer Team Member's obligations under this Agreement and neither Proposer nor any Core Proposer Team Member shall employ any person having such known interests.
- h. **Vendor Offset. CRS §§ 24-30-202(1) and 24-30-202.4.** Subject to CRS §24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- i. **Public Contracts for Services. CRS § 8-17.5-101.** Proposer and each Core Proposer Team Member certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work related to this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work related to this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), None of Proposer or any Core Proposer Team Member shall knowingly employ or contract with an illegal alien to perform work related to this Agreement or enter into a contract with a subcontractor that fails to certify to Proposer or the relevant Core Proposer Team

Member, as the case may be, that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work related to this Agreement. Proposer and each Core Proposer Team Member (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while work related to this Agreement is being performed, (b) shall notify the subcontractor and the Procuring Authorities within three days if Proposer or such Core Proposer Team Member has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work related to this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Proposer or such Core Proposer Team Member participates in the Department program, it shall deliver to the Procuring Authorities, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Proposer or such Core Proposer Team Member has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Proposer or such Core Proposer Team Member fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Proposer and each Core Proposer Team Member shall be liable for damages.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE

By: _____
Title: _____
Date: _____

COLORADO BRIDGE ENTERPRISE

By: _____
Title: _____
Date: _____

APPROVED:

[], ATTORNEY GENERAL

By: _____
Title: _____
Date: _____

Equity Members

Plenary Group USA Ltd.

By:  _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska Infrastructure Development Inc.

By: _____

Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Contractor

Skanska USA Civil West Rocky Mountain District

By: _____

Printed Name: Brian Stieritz

Title: Chairman, President & CEO

Zachry Construction Corporation

By: _____

Printed Name: Mr. Jean J. Abiassi, P.E.

Title: President and Chief Operating Officer

Equity Members

Plenary Group USA Ltd.

By: _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska Infrastructure Development Inc.

By:  _____

Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Contractor

Skanska USA Civil West Rocky Mountain District

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Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Contractor

Skanska USA Civil West Rocky Mountain District Inc.

By:  _____

Printed Name: Brian Stieritz

Title: Chairman, President & CEO

Zachry Construction Corporation

By: _____

Printed Name: Mr. Jean J. Abiassi, P.E.

Title: President and Chief Operating Officer

Equity Members

Plenary Group USA Ltd.

By: _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska Infrastructure Development Inc.

By: _____

Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Contractor

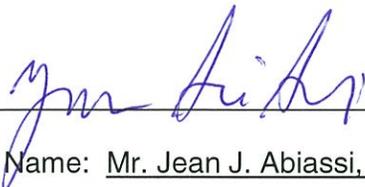
Skanska USA Civil West Rocky Mountain District Inc.

By: _____

Printed Name: Brian Stieritz

Title: Chairman, President & CEO

Zachry Construction Corporation

By:  _____

Printed Name: Mr. Jean J. Abiassi, P.E.

Title: President and Chief Operating Officer

Lead Engineer

HDR Engineering, Inc.

By: 

Printed Name: R. Bradley Martin

Title: Senior Vice President, Area Manager

Lead Operator

Plenary Group USA Ltd.

By: _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska Infrastructure Development Inc.

By: _____

Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Engineer

HDR Engineering, Inc.

By: _____

Printed Name: R. Bradley Martin

Title: Senior Vice President, Area Manager

Lead Operator

Plenary Group USA Ltd.

By:  _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska Infrastructure Development Inc.

By: _____

Printed Name: Magnus Eriksson

Title: Executive Vice President, Director

Lead Engineer

HDR Engineering, Inc.

By: _____

Printed Name: R. Bradley Martin

Title: Senior Vice President, Area Manager

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Financially Responsible Parties

Plenary Group (Canada) Ltd.

By:  _____

Printed Name: Brian Budden

Title: President and Chief Executive Officer

Skanska AB

By: _____

Printed Name: Caroline Fellenius-Omnell

Title: General Counsel

Zachry Construction & Materials, Inc.

By: _____

Printed Name: Timothy A. Watt

Title: Senior Vice President

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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER

ROBERT JAROS, CPA, MBA, JD

By: _____ , Delegee

Date:



1700 Lincoln Street, Suite 3000
Denver, CO 80203

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