

VOLUME 1 – ADMINISTRATIVE SUBMISSIONS
Binder 1 of 1

CENTRAL 70 PROJECT
PUBLIC DISCLOSURE
Administrative and Technical Proposal:



CONNECTING COMMUNITIES

High Performance Transportation Enterprise and
Colorado Bridge Enterprise
c/o Colorado Department of Transportation
2000 S. Holly Street, Denver, CO, 80222
Attention: Central 70 Project Coordinator



June 1, 2016

REQUEST FOR PROPOSALS TO DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN THE CENTRAL 70 PROJECT

Dear Mr. Stefanik and Mr. DeVito,

Front Range Mobility Group ("FRMG") is pleased to submit our Administrative and Technical Proposal (the "Technical Proposal") in response to your Request for Proposals for the Central 70 Project (the "Project") issued by the Bridge Enterprise and High-Performance Transportation Enterprise (the "Procuring Authorities") on September 15, 2015, and September 29, 2015 (as amended, the "RFP").

We have leveraged our team members' 30+ years of experience designing and delivering projects for CDOT and the Procuring Authorities and successful development of the largest and most complex P3 projects in North America, including 18 projects worth over \$22 billion in the last decade to go the "Extra Mile" in meeting and exceeding the goals of the Project.

FRMG has developed a technical approach that effectively addresses the unique challenges of the Project. Our Technical Proposal offers significant innovations and design refinements and is a reflection of our commitment to reducing impacts of construction to the traveling public and the surrounding community, including Swansea Elementary School, and complying with or exceeding the environmental commitments to deliver a high quality Project under an accelerated schedule. Our local presence and strong relationships with local subcontractors will enable FRMG to mobilize immediately upon award to set the stage for success in meeting these challenges within the timeline we have committed to.

As a team comprised of established members of the Denver community, we understand the significant benefits the Project will create for the local community. As a long-term partner to the Procuring Authorities and the community FRMG will make a significant commitment to ensure a breadth of opportunities for local business, workforce development, ESB/DBE firms and educational programs and scholarships for local students are generated by the Project.

Thank you for this opportunity to submit our Technical Proposal. We appreciate the collaborative partnership with the Procuring Authorities during the procurement and look forward to submitting our Financial Proposal and continuing our partnership with you on this vital project for connecting communities along Central 70.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roberto Friedrich'.

Roberto Friedrich
Official Representative
Front Range Mobility Group

Connecting Communities

Front Range Mobility Group

c/o HOCHTIEF PPP Solutions North America Inc., 375 Hudson Street, 6th floor, New York, NY 10014



PUBLIC DISCLOSURE TECHNICAL PROPOSAL

WRITTEN CERTIFICATION

In connection with the Instructions to Proposers to Design, Build, Finance, Operate and Maintain the Central 70 Project dated September 15, 2015 (as amended) (the "ITP") issued by the High Performance Transportation Enterprise and the Colorado Bridge Enterprise in relation to the Central 70 Project (as defined therein), under penalty of perjury I hereby certify on behalf of FRONT RANGE MOBILITY GROUP (the "Proposer") that the enclosed digital and physical copies of Proposer's Public Disclosure Technical Proposal (as defined in the ITP) have been prepared in compliance with Section 1.5.2 of Part D of the ITP, and I further acknowledge that the Procuring Authorities are relying on my certification to this effect.

Proposer: Front Range Mobility Group

By:

A handwritten signature in blue ink, appearing to read "Roberto Friedrich", is written over a horizontal line.

Printed Name: Roberto Friedrich
Title: Official Representative

1.1 Proposal Letter



CONNECTING COMMUNITIES



Form A-1: Administrative and Technical Proposal Letter

Front Range Mobility Group
375 Hudson Street, 6th Floor
New York, NY 10014
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) Front Range Mobility Group (“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: Front Range Mobility Group

By:

A handwritten signature in blue ink, appearing to read "Roberto Friedrich", is written over a horizontal line.

Printed Name: Roberto Friedrich
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 and
Lead Operator:**

HOCHTIEF PPP Solutions North America, Inc.

By:

A blue ink signature of Mike McGuinty written over a horizontal line.

Printed Name:

Mike McGuinty
President and Treasurer

Title:

By:

A blue ink signature of Cecil Kramer written over a horizontal line.

Printed Name:

Cecil Kramer
Secretary

Title:



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 and Lead
Operator:**

ACS Infrastructure Development, Inc.

By:

A handwritten signature in blue ink, appearing to read "Nuria", is written over a horizontal line.

Printed Name:

Nuria Haltiwanger

Title:

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 and Lead Operator: AECOM Capital, Inc.

By:

A handwritten signature in blue ink, appearing to read "John T. Livingston", is written over a horizontal line.

Printed Name:

John T. Livingston

Title:

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: John Laing Investments Limited

By:

Patrick O'D Bourke

Printed Name: Patrick O'D Bourke

Title: 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:

Lead Contractor: Flatiron Constructors, Inc.

By:

A handwritten signature in blue ink, appearing to read "John Couture", is written over a horizontal line.

Printed Name: John Couture

Title: Vice President



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 Contractor: Dragados USA, Inc.

By:



Printed Name: Chad Mathes

Title: Executive Vice President



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 Contractor: AECOM Energy & Construction Inc.

By:

Steven E. Richards

Printed Name: Steven E. Richards

Title: Senior Vice President, Global Operations



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: CH2M HILL Engineers, Inc.
By: Steven Mathews
Printed Name: Steven Mathews
Title: Treasurer



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: AECOM Technical Services, Inc.

By:



Printed Name: Travis Boone

Title: Senior Vice President



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: HOCHTIEF Aktiengesellschaft
for Equity Member HOCHTIEF PPP Solutions North America, Inc.

By: 
Printed Name: Peter Sassenfeld
Title: Chief Financial Officer

By: 
Printed Name: Georg von Bronk
Title: Head of Corporate Governance



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: HOCHTIEF PPP Solutions GmbH
for a member of the Lead Operator HOCHTIEF PPP Solutions North America, Inc.

By: 
Printed Name: Peter Coenen
Title: Chief Executive Officer

By: 
Printed Name: Bernd Holtwick
Title: Chief Financial 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:

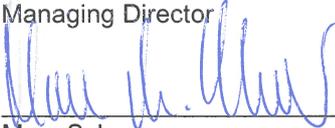
HOCHTIEF USA, Inc.
for a member of the Lead Contractor Flatiron Constructors, Inc.

By:
Printed Name:
Title:



Lars Petzold
Managing Director

By:
Printed Name:
Title:



Marc Scheer
Managing 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:

ACS Servicios y Concesiones S.L. for ACS Infrastructure Development, Inc.

A handwritten signature in blue ink, appearing to read "Francisco Reinoso Torres", is written over a horizontal line.

By:

Printed Name:

Francisco Reinoso Torres

Title:

Attorney-in-Fact



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: Dragados, S.A. for Dragados USA, Inc.

By:

A handwritten signature in blue ink, appearing to read "J. Mendez", written over a horizontal line.

Printed Name: Jose Luis Mendez Sanchez

Title: Authorized 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:

Financially Responsible Party: John Laing Group plc for John Laing Investments Limited
By: Patrick O'D Bourke
Printed Name: Patrick O'D Bourke
Title: Group Finance 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: CH2M HILL Companies, Ltd. for CH2M HILL Engineers, Inc.

By: 

Printed Name: Steven Mathews

Title: Treasurer



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: AECOM for AECOM Capital Inc., AECOM Energy & Construction Inc. and AECOM Technical Services Inc.

By:



Printed Name:

Keenan E. Driscoll

Title:

Senior Vice President, Treasurer of AECOM

a. Annex A (List of Proposer Team Members)



CONNECTING COMMUNITIES



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		
ACS Infrastructure Development, Inc. (25%)	No	No
HOCHTIEF PPP Solutions North America, Inc. (25%)	No	No
AECOM Capital, Inc. (25%)	No	No
John Laing Investments Limited (25%)	No	No
2. Lead Contractor		
Flatiron Constructors, Inc. (40%)	No	No
Dragados USA, Inc. (30%)	No	No
AECOM Energy & Construction, Inc. (30%)	No (only legal name change)	No
3. Lead Engineer		
CH2M HILL Engineers, Inc. (70%)	No	No
AECOM Technical Services, Inc. (30%)	No	No
4. Lead Operator		
ACS Infrastructure Development, Inc. (37.5)%	No	No
HOCHTIEF PPP Solutions North America, Inc. (37.5)%	No	No
AECOM Capital, Inc. (25)%	No	No



5. Financially Responsible Parties		
ACS Servicios y Concesiones, S.L. for ACS Infrastructure Development, Inc.	No	No
HOCHTIEF Aktiengesellschaft for HOCHTIEF PPP Solutions North America, Inc.	No	No
HOCHTIEF PPP Solutions GmbH for HOCHTIEF PPP Solutions North America, Inc.	-	Yes
HOCHTIEF USA, Inc. for Flatiron Constructors, Inc.	-	Yes
Dragados, S.A. for Dragados USA, Inc.	No	No
John Laing Group plc for John Laing Investments Limited	No	No
CH2M HILL Companies, Ltd. for CH2M HILL Engineers, Inc.	No	No
AECOM for AECOM Capital, Inc., AECOM Energy & Construction, Inc., AECOM Technical Services, Inc.	No	No



Part 2: Other Proposer Team Members¹

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 CIBC World Markets Corp.	No	No
SG Americas Securities, LLC	Yes	No
Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Bank of America Merrill Lynch”)	Yes	No
Piper Jaffray & Co.	Yes	No
2. Legal Advisors		
To Proposer: Mayer Brown LLP	No	No
Butler Snow LLP	Yes	No
To Lenders: Pillsbury Winthrop Shaw Pittman LLP	Yes	No
Dinsmore & Shohl LLP [local counsel]	-	Yes
Other: DLA Piper (Canada) LLP [to DBJV]	Yes	No
Ryley, Carlock & Applewhite [To DBJV]	Yes	No
Berg Hill Greenleaf Ruscitti LLP [To DBJV]	-	Yes
3. Technical Advisor to Lenders Infrata Limited	Yes	No
4. Insurance Advisors		
To Proposer: Willis of Texas Inc.	Yes	No
To Lenders: INTECH Risk Management Inc.	Yes	No

¹ Proposers are only required in this Part to identify external advisors and consultants.



5. Consultants²		
Deloitte Tax LLP (Tax advisor)	Yes	No
Mazars Global Infrastructure (US) LLC	Yes	No
Asset Management Associates (O&M advisor)	Yes	No
Pillar, Inc. (O&M advisor)	Yes	No
TranSystems Corporation (O&M advisor)	Yes	No
Tetra Tech EBA Inc. (O&M advisor)	Yes	No
C&M Associates Inc. (Traffic Advisor)	Yes	No
PBC Consult (Proposal Advisor)	Yes	No
RNL Design (Urban Designers and Landscape Architects)	Yes	No
Valerian LLC (Landscape Architects)	Yes	No
Transportation Resources Services, Inc. (TRS Corp) (Right of Way Consultant)	Yes	No
Goodbee & Associates, Inc. (Utilities Consultant)	No	No
GEI Consultants, Inc. (Support of Excavation Technical Consulting)	Yes	No
Geocal Inc. – Geotechnical Testing	No	No
Applied Pavement Technologies Inc. – Pavement Design	Yes	No
All Traffic Data Services Inc. (Traffic Counts)	Yes	No
6. Sub-contractors³		
Kraemer North America, LLC (Structures)	No	No
BT Construction, Inc. (Utilities)	No	No
Interstate Highway Construction Inc. (Concrete, Pavements)	No	No

² Proposers are required to identify the names and roles of all other consultants engaged or proposed to be engaged by Proposer or any Core Proposer Team Member whose identity is known as of the date of this letter. Such consultants would include specialists in areas such as environmental, public relations, DBE and workforce issues etc.

³ Proposers are required to identify the names and roles of all Subcontractors (other than Core Proposer Team Members) engaged or proposed to be engaged by Proposer or any Core Proposer Team Member whose identity is known as of the date of this letter.



WL Contractors, Inc. (traffic signal, ITS, and CCTV)	Yes	No
Raba Kistner Infrastructure, Inc.(Quality)	Yes	No
Vivid Engineering Group, Inc. (Quality)	Yes	No
JWBale Inc. (Quality)	Yes	No
Communication Connections Consulting, LLC (Public Information)	No	No

b. Annex B (Pass/Fail Evaluation Criteria Verification)



CONNECTING COMMUNITIES



Annex B: Pass/Fail Evaluation Criteria Verification

No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
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>	<input checked="" type="checkbox"/>
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>	<input checked="" type="checkbox"/>
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>	<input checked="" type="checkbox"/>
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>	<input checked="" type="checkbox"/>
	(a) The Administrative and Technical Proposal is properly formatted.	<u>Section 1.1.1 of the General Proposal Instructions</u>	<input checked="" type="checkbox"/>
	(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>	<input checked="" type="checkbox"/>
	(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>	<input checked="" type="checkbox"/>
	(d) Proposer has submitted:		<input checked="" type="checkbox"/>
	(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>	<input checked="" type="checkbox"/>
	(ii) all required digital materials.	<u>Section 1.2.1.b of the General Proposal Instructions</u>	<input checked="" type="checkbox"/>
	(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>	<input checked="" type="checkbox"/>

⁴ Proposer should check each box to confirm that it believes that the relevant Administrative and Technical Pass/Fail Criteria has been satisfied.



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
	(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) <u>Form B (Confidential Contents Index)</u> .	<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) <u>Stipend Agreement</u> ; (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? ⁴
	(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"/>
	(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"/>



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
	(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"/>
	(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"/>



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
	(a) Either: (i) financial statements; or (ii) a statement regarding their absence, for: ⁵	<u>Section 3.1.1 of the Administrative and Technical Proposal Submission Requirements</u>	<input checked="" type="checkbox"/>
	(i) each Equity Member;		ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc. <input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/> John Laing Investments Limited <input checked="" type="checkbox"/>
	(ii) Lead Contractor;		Flatiron Constructors, Inc. <input checked="" type="checkbox"/> Dragados USA, Inc. <input checked="" type="checkbox"/> AECOM Energy & Construction, Inc. <input checked="" type="checkbox"/>
	(iii) Lead Engineer;		CH2M HILL Engineers, Inc. <input checked="" type="checkbox"/> AECOM Technical Services, Inc. <input checked="" type="checkbox"/>
	(iv) Lead Operator; and		ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc. <input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/>

⁵ In completing this Annex B, Proposer should list and include in the final column a check box in respect of each separate entity that falls into each of category (i) to (v) (including, where applicable, each member or partner of a Joint Venture). Proposer should also comply with this instruction in relation to 7(b) and (c) below.



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
	(v) each Financially Responsible Party (if any).		ACS Servicios y Concesiones, S.L. <input checked="" type="checkbox"/> HOCHTIEF Aktiengesellschaft <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions GmbH <input checked="" type="checkbox"/> HOCHTIEF USA, Inc. <input checked="" type="checkbox"/> Dragados, S.A. <input checked="" type="checkbox"/> John Laing Group plc <input checked="" type="checkbox"/> CH2M HILL Companies, Ltd. <input checked="" type="checkbox"/> AECOM <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;		ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc. <input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/> John Laing Investments Limited <input checked="" type="checkbox"/>
	(ii) Lead Contractor;		Flatiron Constructors, Inc. <input checked="" type="checkbox"/> Dragados USA, Inc. <input checked="" type="checkbox"/> AECOM Energy & Construction, Inc. <input checked="" type="checkbox"/>



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
	(iii) Lead Engineer;		CH2M HILL Engineers, Inc. <input checked="" type="checkbox"/> AECOM Technical Services, Inc. <input checked="" type="checkbox"/>
	(iv) Lead Operator; and		ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc. <input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/>
	(v) each Financially Responsible Party (if any).		ACS Servicios y Concesiones, S.L. <input checked="" type="checkbox"/> HOCHTIEF Aktiengesellschaft <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions GmbH <input checked="" type="checkbox"/> HOCHTIEF USA, Inc. <input checked="" type="checkbox"/> Dragados, S.A. <input checked="" type="checkbox"/> John Laing Group plc <input checked="" type="checkbox"/> CH2M HILL Companies, Ltd. <input checked="" type="checkbox"/> AECOM <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;		ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc.



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
			<input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/> John Laing Investments Limited <input checked="" type="checkbox"/>
	(ii) Lead Contractor;		<input checked="" type="checkbox"/> Flatiron Constructors, Inc. <input checked="" type="checkbox"/> Dragados USA, Inc. <input checked="" type="checkbox"/> AECOM Energy & Construction, Inc. <input checked="" type="checkbox"/>
	(iii) Lead Engineer;		<input checked="" type="checkbox"/> CH2M HILL Engineers, Inc. <input checked="" type="checkbox"/> AECOM Technical Services, Inc. <input checked="" type="checkbox"/>
	(iv) Lead Operator; and		<input checked="" type="checkbox"/> ACS Infrastructure Development, Inc. <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions North America, Inc. <input checked="" type="checkbox"/> AECOM Capital, Inc. <input checked="" type="checkbox"/>
	(v) each Financially Responsible Party (if any).		<input checked="" type="checkbox"/> ACS Servicios y Concesiones, S.L. <input checked="" type="checkbox"/> HOCHTIEF Aktiengesellschaft <input checked="" type="checkbox"/> HOCHTIEF PPP Solutions GmbH <input checked="" type="checkbox"/> HOCHTIEF USA, Inc. <input checked="" type="checkbox"/> Dragados, S.A. <input checked="" type="checkbox"/> John Laing Group plc



No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied? ⁴
			<input checked="" type="checkbox"/> CH2M HILL Companies, Ltd. <input checked="" type="checkbox"/> AECOM <input checked="" type="checkbox"/>
	(d) Completed <u>Form G-3</u> for each entity that has a credit rating. ⁶	<u>Section 3.4.1 of the Administrative and Technical Proposal Submission Requirements</u>	HOCHTIEF Aktiengesell- schaft <input checked="" type="checkbox"/> AECOM <input checked="" type="checkbox"/>

⁶ In completing this Annex B, Proposer should list, and include in the final column, a check box in respect of each separate entity that has a credit rating.

1.2 Public Disclosure Information



CONNECTING COMMUNITIES



FORM B: CONFIDENTIAL CONTENTS INDEX

Proposer Name: Front Range Mobility Group

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)
N/A						

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)
N/A						

Volume 3:

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	3.1 Financial Statements	N/A	HOCHTIEF PPP Solutions North America, Inc.	Exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent. These statements are not released as public documents.
(2)	Audited Financial Statements	N/A	N/A	ACS Infrastructure Development, Inc.	ACS ID considers It's Audited Financial Statements to contain confidential commercial and financial data, which is considered exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent exemption. The information contained is commercially and financially sensitive, therefore exempt from public disclosure.



No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Relevant CORA Exemption(s)	Duration of Exemption(s)
(3)	3. Financial Statements	3.1, Financial Statements 3.2, Material Changes in Financial Condition 3.3, Off Balance Sheet Liabilities	N/A	AECOM Capital, Inc. Financial Statements for the years 2015, and 2016 and Statements Regarding Financial Information Signed by the CEO.	We consider the financial statements and statement regarding financial information provided for AECOM Capital, Inc. to contain confidential commercial and financial data, which is exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent. This information will remain commercially sensitive indefinitely. As such, we consider that it should be exempt from disclosure permanently.
(4)	Volume 3 – Financial Capacity Updates	3.1 Financial Statements 3.2 Material Changes in Financial Condition 3.3 Off Balance Sheet Liabilities 3.4 Credit Ratings	N/A	Flatiron Constructors, Inc. for the years 2015 and 2016, and Forms G-1 through G-3	We consider the financial statements provided for Flatiron Constructors, Inc. to contain confidential commercial and financial data, which is exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent exemption. These statements are not released as public documents.
(5)	3. Financial Statements	3.1, Financial Statements 3.2, Material Changes in Financial Condition 3.3, Off Balance Sheet Liabilities	TBD	Dragados USA, Inc. Financial Statements for the years 2015, and 2016 and Statements Regarding Financial Information Signed by the CEO.	We consider the financial statements and statement regarding financial information provided for Dragados USA, Inc. and Dragados, S.A. to contain confidential commercial and financial data, which is exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent. This information will remain commercially sensitive indefinitely. As such, we consider that it should be exempt from disclosure permanently.
(6)	3. Financial Statements	3.1, Financial Statements 3.2, Material Changes in Financial Condition 3.3, Off Balance Sheet Liabilities	N/A	AECOM Energy & Construction, Inc. Financial Statements for the years 2015, and 2016 and Statements Regarding Financial Information Signed by the CEO.	We consider the financial statements and statement regarding financial information provided for AECOM Energy & Construction, Inc. to contain confidential commercial and financial data, which is exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent. This information will remain commercially sensitive indefinitely. As such, we consider that it should be exempt from disclosure permanently.



No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Relevant CORA Exemption(s)	Duration of Exemption(s)
(7)	Financial Statements	Section 3.1 Financial Statements		CH2M HILL COMPANIES, LTD AND SUBSIDIARIES Consolidated Financial Statements December 30, 2016 and December 25, 2015 for CH2M HILL Engineers, Inc. and CH2M HILL Companies, LTD	C.R.S 24-72-204(3)(a)(IV) as it pertains to confidential financial information.	Permanent exemption. These audit reports are not released as public documents.
(8)	Financial Statements			AECOM Technical Services, Inc. for the years 2015 and 2016.	C.R.S. 24-72-204(3)(a)(IV) as it pertains to confidential financial information.	Permanent exemption. These statements are not released as public documents.
(9)	Audited Financial Statements 2014-2015-2016	N/A	N/A	ACS Servicios y Concesiones, S.L.	ACS SyC considers It's Audited Financial Statements to contain confidential commercial and financial data, which is considered exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent exemption. The information contained is commercially and financially sensitive, therefore exempt from public disclosure.
(10)	Form G-1 Material Changes in Financial Condition	N/A	N/A	ACS Servicios y Concesiones, S.L. Material Changes Letter	ACS SyC considers it's Form G-1, The Material Changes Letter, to contain confidential commercial and financial data, which is considered exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent exemption. The information contained is commercially and financially sensitive, therefore exempt from public disclosure.
(11)	Exhibits A and B Form G-1 Changes in Financial Condition	N/A	N/A	ACS Servicios y Concesiones, S.L. Material Changes Letter	ACS SyC considers Exhibits A and B to Form G-1, the Material Changes Letter, to contain confidential commercial and financial data, which is considered exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent exemption. The information contained is commercially and financially sensitive, therefore exempt from public disclosure.



No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Relevant CORA Exemption(s)	Duration of Exemption(s)
(12)	3. Financial Statements	3.1, Financial Statements 3.2, Material Changes in Financial Condition 3.3, Off Balance Sheet Liabilities	TBD	Dragados S.A. Financial Statements for the years 2015, and 2016 and Statements Regarding Financial Information Signed by the CEO.	We consider the financial statements and statement regarding financial information provided for Dragados USA, Inc. and Dragados, S.A. to contain confidential commercial and financial data, which is exempt from disclosure as CORA Exempt Materials under C.R.S. §§24-72-204(3)(a)(IV).	Permanent. This information will remain commercially sensitive indefinitely. As such, we consider that it should be exempt from disclosure permanently.

1.3 Organizational Conflicts of Interest



CONNECTING COMMUNITIES

A. Part 1



CONNECTING COMMUNITIES

**FRONT RANGE MOBILITY GROUP
POTENTIAL ORGANIZATIONAL CONFLICT OF
INTEREST SUBMISSION
JANUARY 26, 2017**



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
Transmitted via aconex

January 26, 2017

Regarding: Central 70 Project (the "Project") - Potential Organizational Conflict of Interest

Dear Mr. Farber,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

In compliance with its obligations under Part D, Section 1.3.1(b) of the ITP, the Front Range Mobility Group ("FRMG") is submitting this letter to inform the Procuring Authorities of a potential organizational conflict of interest of which we have become aware.

The relevant facts relating to the potential organizational conflict of interest are as follows: Seyedali Ghaemmaghani was recently hired by ACS Infrastructure Development, Inc. ("ACSID"), an Equity Member of FRMG. Mr. Ghaemmaghani, who formerly served as Associate, Finance at Kiewit Development Company ("Kiewit"), a member of Kiewit/Meridiam Partners (another Proposer), worked at Kiewit until November 25, 2016, and, while employed at Kiewit, may have had access to certain pricing information related to Kiewit/Meridiam Partners' proposal.

Pursuant to Part D, Section 1.3.1(b) of the ITP, Proposers are required to submit to the Procuring Authorities information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest at any time during the Restricted Contact Period, as soon as such conflict is discovered. CFR defines organizational conflict of interest as "[...] because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Although it is our understanding that Mr. Ghaemmaghani was not listed as key personnel for Kiewit/Meridiam Partners, we understand that during his employment with Kiewit, he may have had access to certain confidential and proprietary information in relation to Kiewit/Meridiam Partners' pursuit of the Project. As a result, ACSID has taken steps to ensure that, while employed by ACSID, Mr. Ghaemmaghani is not involved in any way in, or have access to any information having to do with, FRMG's submission for the Project, including, without limitation, by blocking Mr. Ghaemmaghani's internal access to ACSID's Project related information and instructing other ACSID employees not to discuss any details related to FRMG's proposal or the Project generally with Mr. Ghaemmaghani.

We trust that the foregoing is sufficient to comply with FRMG's obligations under the ITP related to a potential organizational conflict of interest, however, please do contact us should you require further information.

Sincerely,

Roberto Friedrich
Official Representative
Front Range Mobility Group



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222

Transmitted via aconex

February 9, 2017

Re: Central 70 Project (the "Project") - Potential Organizational Conflict of Interest

Dear Mr. Farber,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended December 23, 2015, by Addendum No. 1, February 23, 2016, by Addendum No. 2, June 14, 2016 by Addendum No.3, and July 28, 2016 by Addendum No. 4, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

This letter is in response to the communication provided on January 30, 2017 (the "Letter") on behalf of the High Performance Transportation Enterprise and the Colorado Bridge Enterprise (together the "Procuring Authorities") regarding the potential organizational conflict of interest in the recent hire of Seyedali Ghaemmaghani by ACS Infrastructure Development, Inc. ("ACSID"), an Equity Member of Front Range Mobility Group ("FRMG"). We thank the Procuring Authorities for their feedback and respect the need for boundaries to avoid any conflict from arising.

FRMG has reviewed the Procuring Authorities restrictions and can confirm that: a) Mr. Ghaemmaghani will not participate in the planning or development of the Proposal FRMG will submit for the Project; b) Mr. Ghaemmaghani will not be included in the Proposal FRMG will submit for the Project; c) ACSID has prohibited cross-sharing of any information regarding the Project between Mr. Ghaemmaghani and FRMG with certain Information Barriers, evidence of which is detailed in the attached Appendix A; and d) upon accepting his employment at ACSID, Mr. Ghaemmaghani executed an employment letter and agreed to the ACSID Code of Conduct, both of which address confidentiality requirements for employees and disciplinary actions if any such requirements are violated and which directly address the topics that would otherwise be covered in the non-disclosure agreement requested by the Procuring Authorities in the Letter; on this basis we have not asked Mr. Ghaemmaghani to execute a separate NDA. Relevant extracts from each of the employment letter and ACSID Code of Conduct can be provided by ACSID to the Procuring Authorities on a confidential basis upon request by CDOT.

FRMG agrees to ensure that the above conditions are met throughout the procurement process. Separately, FRMG can confirm that no confidential or proprietary information was disclosed by Mr. Ghaemmaghani prior to the date of our initial letter regarding this subject.

We trust that the foregoing is sufficient to comply with FRMG's obligations under the ITP related to a potential organizational conflict of interest, however, please do contact us should you require further information.

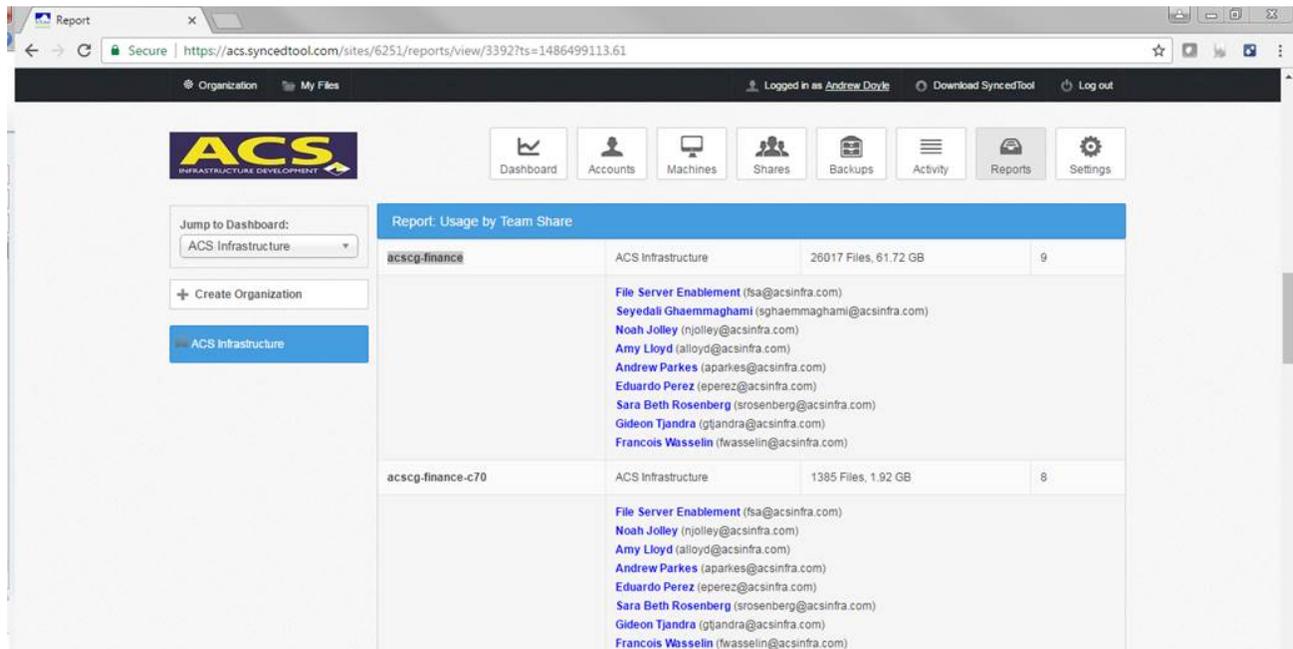
Sincerely,

Roberto Friedrich
Official Representative
Front Range Mobility Group

Appendix A

Information Barriers

The ACS Finance Department utilizes a shared server folder named “acscg-finance” to share, access, create, and edit files/documents. The shared folder is further broken down into individual folders that contain files/documents of each project. Access rights to each server folder are provided individually to employees, only at the request of Department leads. The “acscg-finance” folder previously contained the “c70” working folder. Upon the hiring of Seyedali Ghaemmaghami, the “c70” folder was removed and placed within its own folder on the server named “acscg-finance-c70”. Mr. Ghaemmaghami was not provided access to this folder. The screen shot below shows the individuals who have access to each Team Share folder noted.



Report: Usage by Team Share			
acscg-finance	ACS Infrastructure	26017 Files, 61.72 GB	9
	File Server Enablement (f5a@acsinfra.com) Seyedali Ghaemmaghami (sghaemmaghami@acsinfra.com) Noah Jolley (njolley@acsinfra.com) Amy Lloyd (alloyd@acsinfra.com) Andrew Parkes (aparkes@acsinfra.com) Eduardo Perez (eperez@acsinfra.com) Sara Beth Rosenberg (srosenberg@acsinfra.com) Gideon Tjandra (gtjandra@acsinfra.com) Francois Wasselin (fwasselin@acsinfra.com)		
acscg-finance-c70	ACS Infrastructure	1385 Files, 1.92 GB	8
	File Server Enablement (f5a@acsinfra.com) Noah Jolley (njolley@acsinfra.com) Amy Lloyd (alloyd@acsinfra.com) Andrew Parkes (aparkes@acsinfra.com) Eduardo Perez (eperez@acsinfra.com) Sara Beth Rosenberg (srosenberg@acsinfra.com) Gideon Tjandra (gtjandra@acsinfra.com) Francois Wasselin (fwasselin@acsinfra.com)		

**FRONT RANGE MOBILITY GROUP
POTENTIAL ORGANIZATIONAL CONFLICT OF
INTEREST SUBMISSION
MARCH 3, 2017**



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222

Transmitted via aconex

March 3, 2017

Regarding: Central 70 Project (the “Project”) - Potential Organizational Conflict of Interest

Dear Mr. Farber,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

In compliance with its obligations under Part D, Section 1.3.1(b) of the ITP, the Front Range Mobility Group (“FRMG”) is submitting this letter to inform the Procuring Authorities of a potential organizational conflict of interest of which we have become aware.

The relevant facts relating to the potential organizational conflict of interest are as follows: HOCHTIEF PPP Solutions North America, Inc. (“HOCHTIEF”), a Core Proposer Team Member of FRMG, intends to engage Pamela Bailey-Campbell to perform certain review services in connection with FRMG’s Technical Proposal. It is anticipated that Ms. Bailey-Campbell will be engaged by HOCHTIEF for a limited period of time, beginning at the end of March 2017.

Pursuant to Part D, Section 1.3.1(b) of the ITP, Proposers are required to submit to the Procuring Authorities information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest at any time during the Restricted Contact Period, as soon as such conflict is discovered. CFR defines organizational conflict of interest as “[...] because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Please see Ms. Bailey-Campbell’s resume, attached hereto as Schedule “A”, (the “Resume”).

As set out in the Resume, Ms. Bailey-Campbell was an employee of Jacobs Engineering and its subsidiary LeighFisher. FRMG understands that Jacobs Engineering is a member of the design team of another Proposer. Ms. Bailey-Campbell has advised FRMG that she was not involved in the Project for the other Proposal during her employment with Jacobs Engineering or LeighFisher, nor did she have access to any information relating to the other Proposer’s bid in connection with the Project. More specifically, in 2015, Ms. Bailey-Jacobs had an operations role located geographically in the Central Region and so she did not have any access to information on submissions that occurred in the West Region (which included Denver). Also, within Jacobs Engineering any information for preparation of submissions is controlled by the sales organization which is separate from Ms. Bailey-Campbell’s role on the operations side of the organization.

FRMG also understands that Ms. Bailey-Campbell’s acted as a senior advisor to CDOT and HPTE with



respect to Jacobs Engineering's program management role for the US36 project. Ms. Bailey-Campbell has advised FRMG that she was not exposed to non-public information with respect to the Project during the course of her engagement with CDOT and HPTE for the US 36 project. Ms. Bailey-Campbell's involvement in any role with CDOT ceased in May 2014 when she took on the Central Region operations role and moved to Dallas, Texas from Denver, Colorado.

FRMG has provided this notice to the Procuring Authorities out of an abundance of caution given the breadth of the definition of "organizational conflict of interest" in the ITP. We trust that the foregoing is sufficient to comply with FRMG's obligations under the ITP related to a potential organizational conflict of interest, however, please contact us should you require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Roberto Friedrich".

Roberto Friedrich
Official Representative
Front Range Mobility Group



Schedule "A"

Resume of Pamela Bailey-Campbell

(see attached)

SCHEDULE A RESUME

PAMELA BAILEY-CAMPBELL

President

PBC Consult

Key Qualifications

Pamela is a nationally recognized leader with more than 25 years of experience applying her unique problem solving skills to the development, procurement and implementation of major transportation projects that involve public-private partnerships, innovative finance and other ground-breaking approaches. She developed and led one of the first design-build and public-private partnerships for transportation in the U.S.

Pamela brings hands-on experience to all challenging issues having directed numerous high-profile projects and advised a broad range of clients on the full life cycle of project issues. Her work has encompassed the spectrum of program management, strategic and executive advisory services from creating the initial strategy and assessing organizational and governance issues, to making delivery and financing approach decisions then developing procurement documents and assisting in selection processes and contract negotiations.

Pamela brings a background of significant relationships with senior executives across a broad spectrum of public agencies including Departments of Transportation, local transportation and toll agencies as well as financial entities, design-build contractors and concessionaires.

Work History

- October 2016 - Current – PBC Consult. Located in Dallas, TX. Confidential assignments for private clients.
- May 2014 – September 2016 Jacobs Engineering. Located in Dallas, TX. Operations Role as the Vice-President/Central Regional Manager for North American Infrastructure and then President of Leigh Fisher.
- July 2009 – May 2014. Jacobs Engineering. Located in Denver, CO Vice-President leading North America Infrastructure Consultancy group and providing consulting services to clients. Involved in projects nationally across the U.S. A sampling of assignments 2012 – May 2014 included: CDOT/HPTE US36 BRT/Express Lanes, HPTE Toll Advisory (primarily I-25 Express Lanes, Twin Tunnels, and coordination with E-470, no involvement with Central 70 project), Arizona DOT Public-Private Partnership Program Manager, Nevada Regional Transportation Commission Boulder City Bypass, Connecticut DOT Stamford Parking Garage Transit-oriented Development, Maryland Transportation Authority Public-Private Partnership Services, Colorado Advanced Guideway System Feasibility Study, Arkansas Highway and Transportation Department Feasibility Studies Bella Vista & I-40, Texas DOT Statewide Procurement Engineering, Washington DOT General Tolling Consultant,



Broward MPO Public Involvement, Eno Public-Private Partnership Report, Presidio Parkway Lenders Technical Advisory, Denver RTD Public-Private Partnership Services.

- August 2006 – June 2009. Parsons Brinckerhoff – Senior Vice-President providing leadership for all public-private partnership activities across the firm.
- February 2004 – August 2006. Carter Burgess, Vice- President - Prior to acquisition by Jacobs Engineering, held the position of Vice-President, developed and managed the strategic advisory group as well as providing consulting services to clients.
- November 2000 – February 2004. Parsons Brinckerhoff, Principal Consultant – Hired as one of the senior leaders when PB started PB Consult – a new strategic consulting arm. Work included management of the PB Consult innovative finance group and providing strategic advisory consulting services to clients.
- July 1998 – November 2000. Hagler Bailly – Held the position of Principal Consultant for the transportation consulting group.
- June 1990 – July 1998. E-470 Public Highway Authority – Chief Financial Officer/Chief Operating Officer of the toll road authority.

Education:

Masters in Business Administration, Denver University Daniels School of Business

B.S. Biology, Missouri Southern State University

Organizations

A few of her external organizations have included serving on the Eno P3 Working Group, Executive Committee and Board of Directors for the National Council of Public-Private Partnerships, as the President of the American Road & Transportation Builders Association Public-Private Venture Division, and as an active participant in International Bridge Tunnel and Turnpike Association where she served as Chairman for the Finance Summit, as well as Vice-chair for the Finance Steering Committee and several Program Committees. She frequently writes and speaks on public-private partnerships, alternative delivery and innovative finance.



**FRONT RANGE MOBILITY GROUP
POTENTIAL ORGANIZATIONAL CONFLICT
OF INTEREST SUBMISSION
MARCH 8, 2017**



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222

Transmitted via aconex

March 8, 2017

Regarding: Central 70 Project (the “Project”) - Potential Organizational Conflict of Interest

Dear Mr. Farber,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

In compliance with its obligations under Part D, Section 1.3.1(b) of the ITP, the Front Range Mobility Group (“FRMG”) is submitting this letter to inform the Procuring Authorities of a potential organizational conflict of interest of which we have become aware.

The relevant facts relating to the potential organizational conflict of interest are as follows: CH2M Hill Engineers, Inc. (“CH2M”), a member of the FRMG team, was awarded Contract No. 201632012, On-call Program Management Agreement by the City and County of Denver for the National Western Center (“NWC Project”).

Pursuant to Part D, Section 1.3.1(b) of the ITP, Proposers are required to submit to the Procuring Authorities information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest at any time during the Restricted Contact Period, as soon as such conflict is discovered. CFR defines organizational conflict of interest as “[...] because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Given the City and County of Denver’s involvement in the Project, CH2M has provided a letter (attached hereto as Schedule “A”) describing the conflict of interest mitigation plan that is in the process of being implemented by CH2M and the non-disclosure certifications that are required from relevant employees as part of such mitigation plan.

We trust that the foregoing and the attached is sufficient to comply with FRMG’s obligations under the ITP related to a potential organizational conflict of interest, however, please do contact us should you require further information.

Sincerely,

Roberto Friedrich
Official Representative
Front Range Mobility Group

Front Range Mobility Group

c/o/ HOCHTIEF PPP Solutions North America Inc. , 375 Hudson Street, 6th floor, New York, NY 10014



Schedule "A"

See attached



CH2M
9191 South Jamaica Street
Englewood, CO 80112
www.ch2m.com

Keith Armstrong
Vice President
Flatiron Construction
385 Interlocken Crescent Boulevard
Suite 900
Broomfield, CO 80021

March 7, 2017

Subject: Central 70 Project Conflict of Interest Mitigation Plan

Dear Mr. Armstrong,

As you are aware, CH2M Hill Engineers, Inc. ("CH2M") was awarded Contract No. 201632012, On-call Program Management Agreement for the National Western Center ("NWC Project"). Additionally, CH2M is currently engaged in on-going procurement processes with the Colorado Department of Transportation Central 70 Project ("Central 70 Project").

CH2M is fully committed to acting with integrity and faithfulness in every project. In that spirit, CH2M recognizes that a potential organizational conflict of interest exists in its work on both the NWC Project and the Central 70 Project. Specifically, without any mitigation, CH2M recognizes there is the potential for CH2M and its employees to have unequal access to information that could advantage CH2M and its consortium team members in their pursuit of the Central 70 Project.

In compliance with its company policies related to Ethics and Business Conduct, CH2M is committed to ensuring openness and transparency, as well as protecting its clients' interests and reputations.

Therefore, CH2M is in the process of establishing and will maintain, and monitor project firewalls as "Information Barriers" (as defined in the Central 70 ITP) between the CH2M NWC Project team and the Central 70 Project team. CH2M has successfully implemented these firewall procedures on other projects.

CH2M recognizes that you have discretion as to the safeguards required to mitigate the impact of potential conflicts of interest. With this in mind, CH2M remains committed to working with you to develop any additional mitigation strategies you or the Procuring Authorities feel may benefit the Front Range Mobility Group (FRMG) and the Procuring Authorities for Central 70 and incorporating them into this Plan. This firewall mitigation plan ("Firewall Mitigation Plan" or "Plan") is set out below.

Firewall Mitigation Plan National Western Center and Central 70	
Affected Projects	This protocol is applicable to the NWC Project and Central 70 Project.
Affected Employees	<p>Employees affected by this protocol are CH2M and affiliated employees engaged in the performance of duties on either project.</p> <p>Affected Employees within CH2M will be notified of this protocol and of their own obligation to implement and enforce this ethical barrier. Employees working on the Central 70 procurement will be required to acknowledge the firewall and sign the attached certification. Employees working on the NWC Project have already acknowledged the firewall and signed a certification in substantially the same form as that which is attached.</p>
Project Separation	<p>CH2M employees engaged in the NWC Project Services will be prohibited from supporting the Central 70 Project procurement.</p> <p>All employees involved in either of these efforts, including administrative staff supporting either initiative, will be briefed regarding this restriction and project-specific communications and data will be fire-walled.</p>
Communication and Documentation Restrictions	CH2M will lock down project data thereby prohibiting electronic and physical access between affected employee teams providing services to documents or information transmitted through approved communication protocols.
Training and Audit Functions	<p>CH2M will create training and auditing procedures to ensure that the Firewall Mitigation Plan is being carried out properly and is working effectively.</p> <p>CH2M will monitor compliance with this plan, update the personnel who are required to execute non-disclosure certifications, brief additional employees as necessary, notify clients of concerns, and take disciplinary action against any employees who violate the plan, as appropriate.</p>
Confidentiality Agreement	<p>CH2M will impose ethical obligations not to communicate with affected employees on other affected project team or access screened documents or information.</p> <p>These obligations are documented in the attached Certifications of Non-disclosure.</p>
Timeline	<p>This Firewall Mitigation Plan will remain in effect until CH2M's engagements in the NWC Project and Central 70 Project are complete.</p> <p>The confidentiality obligations will continue to apply until acknowledged by FRMG to release or until information becomes available in the public domain.</p>

Regards,

CH2M Hill Engineers, Inc.

Christine M. Bisio, PE
Vice President
Design Manager – Central 70 Project

**CH2M
Certification of Non-Disclosure**

I understand that in the course of my duties and responsibilities in connection with this assignment in relation to the Central 70 Project, I could potentially be exposed to information developed by or provided by Front Range Mobility Group, or other third parties in connection with the performance of my work, including, but not necessarily limited to, reports of a financial, scheduling or technical nature. I agree not to disclose such information to any individual or organization who does not have an official need to know, including, but not limited to other CH2M employees.

I further agree not to accept any information that would violate CH2M HILL Ethics & Business Conduct Policy, including any information in relation to the NWC Project. This includes information developed by Front Range Mobility Group that is provided by others but was not authorized for release or that was not available in the public domain.

I understand my obligation not to disclose Front Range Mobility Group information or to accept any information that would violate CH2M HILL Ethics & Business Conduct Policy described herein does not terminate upon the completion of my performance or any other action. I further understand I may not disclose such information to individuals or organizations without an official need to know, unless Front Range Mobility Group approves such authorization in writing in advance of such disclosure.

I acknowledge that failure to comply with these conditions set forth above regarding my obligation not to disclose information may result in disciplinary action, including termination of employment.

Signature

Date

Printed Name

Company/Organization

**FRONT RANGE MOBILITY GROUP
PRELIMINARY ORGANIZATIONAL CONFLICT OF
INTEREST SUBMISSION
MARCH 27, 2017**



Front Range Mobility Group Preliminary Organizational Conflict Disclosure Submission

March 27, 2017

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out below and/or in the attached, Front Range Mobility Group and its members hereby confirm that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP).

Part 1: Core Proposer Team Members

Column 1	Actual or Potential Organizational Conflict of Interest
1. Equity Members	
ACS Infrastructure Development, Inc. (25)%	See Attachment 10.
HOCHTIEF PPP Solutions North America, Inc. (25)%	<p>HOCHTIEF PPP Solutions North America, Inc. (“HOCHTIEF PPP NA”) has had a business relationship with the following parties on past projects and for advice with respect to general corporate matters unrelated to the Central 70 Project:</p> <p>Freshfields Bruckhaus Deringer (Munich)</p> <p>KPMG LLP Canada</p> <p>Such parties have not been engaged by HOCHTIEF PPP NA, in any capacity, to provide advice or assistance respecting either the Central 70 Project or HOCHTIEF PPP NA’s or FRMG’s participation in the Central 70 procurement process.</p>
AECOM Capital, Inc. (25)%	Please see Attachment 1.
John Laing Investments Limited (25)%	See Attachment 11.
2. Lead Contractor	
Flatiron Constructors, Inc. (40)%	See Attachment 2.
Dragados USA, Inc. (30)%	See Attachment 3.
AECOM Energy & Construction,	See Attachment 1.

Column 1	
Actual or Potential Organizational Conflict of Interest	
Inc. (30)%	
3. Lead Engineer	
CH2M HILL Engineers, Inc. (70%)	See Attachment 12.
AECOM Technical Services, Inc. (30%)	See Attachment 4.
4. Lead Operator	
ACS Infrastructure Development, Inc. (37.5)%	See Attachment 10.
HOCHTIEF PPP Solutions North America, Inc. (37.5)%	<p>HOCHTIEF PPP Solutions North America, Inc. (“HOCHTIEF PPP NA”) has had a business relationship with the following parties on past projects and for advice with respect to general corporate matters unrelated to the Central 70 Project:</p> <p>Freshfields Bruckhaus Deringer (Munich)</p> <p>KPMG LLP Canada</p> <p>Such parties have not been engaged by HOCHTIEF PPP NA, in any capacity, to provide advice or assistance respecting either the Central 70 Project or HOCHTIEF PPP NA’s or FRMG’s participation in the Central 70 procurement process.</p>
AECOM Capital, Inc. (25)%	Please see Attachment 1.
5. Financially Responsible Parties	
ACS Servicios y Concesiones, S.L. for Equity Member ACS Infrastructure Development, Inc.	See Attachment 10.
HOCHTIEF Aktiengesellschaft for Equity Member and Lead Operator HOCHTIEF PPP Solutions North America, Inc.; and for Lead Contractor Flatiron Constructors, Inc.	<p>HOCHTIEF Aktiengesellschaft (“HOCHTIEF AG”) has had a business relationship with the following parties on past projects and for advice with respect to general corporate matters unrelated to the Central 70 Project:</p> <p>Macquarie Capital (Europe) Limited</p> <p>Freshfields Bruckhaus Deringer (Köln)</p> <p>Freshfields Bruckhaus Deringer (Frankfurt)</p> <p>Freshfields Bruckhaus Deringer (Munich)</p> <p>KPMG AB</p> <p>KPMG AG</p> <p>KPMG Abogados S.L.</p>

Column 1	Actual or Potential Organizational Conflict of Interest
	<p>KPMG Luxembourg</p> <p>Such parties have not been engaged by HOCHTIEF AG, in any capacity, to provide advice or assistance respecting either the Central 70 Project or HOCHTIEF AG's or FRMG's participation in the Central 70 procurement process.</p>
<p>Dragados, S.A. for Lead Contractor Dragados USA, Inc.</p>	<p>None.</p>
<p>John Laing Group plc for Equity Member John Laing Investments Limited</p>	<p>See Attachment 11.</p>
<p>CH2M Hill Companies, LTD for Lead Engineer for CH2M HILL Engineers, Inc.</p>	<p>See Attachment 14.</p>
<p>AECOM for Equity Member and Lead Operator AECOM Capital, Inc., Lead Contractor AECOM Energy & Construction, Inc., Lead Engineer AECOM Technical Services, Inc.</p>	<p>None.</p>

Part 2: Other Proposer Team Members

Column 1	Actual or Potential Organizational Conflict of Interest
1. Financial Advisors to Proposer	
CIBC World Markets Corp.	None.
SG Americas Securities, LLC	None.
Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Bank of America Merill Lynch”)	See Attachment 8.
Piper Jaffray & Co.	None.
2. Legal Advisors	
To Proposer: Mayer Brown LLP	Mayer Brown hired Ogechi Harry as an associate in the Firm’s Chicago office. Prior to joining Mayer Brown, Ms. Harry served as internal legal counsel at Skanska Infrastructure Development Inc., and in that capacity did work related to Skanska’s participation in a proposer consortium for the Central 70. Mayer Brown has screened Ms. Harry from the representation of Front Range Mobility Group in the Central 70 matter pursuant to a memo from Mayer Brown’s Managing Partner. Under the screen, Ms. Harry and the Mayer Brown lawyers representing Front Range Mobility Group are barred from discussing the Central 70 matter. In addition, Mayer Brown uses the IntApp WallBuilder system to prevent Ms. Harry from accessing documents for the Front Range Central 70 matter.
To Proposer: Butler Snow LLP	None.
To Lenders: Pillsbury Winthrop Shaw Pittman LLP	None.
Other: DLA Piper (Canada) LLP [to DBJV]	None.
Other: Ryley, Carlock & Applewhite [To DBJV]	None.
3. Technical Advisor to Lenders	
Infrata Limited	None.

Column 1	Actual or Potential Organizational Conflict of Interest
4. Insurance Advisors	
To Proposer: Willis of Texas Inc.	None.
To Lenders: INTECH Risk Management Inc.	See Attachment 6.
5. Consultants	
Deloitte Tax LLP (Tax advisor)	See Attachment 13.
Mazars Global Infrastructure (US) LLC	See Attachment 15.
Asset Management Associates (O&M advisor)	None.
Pillar, Inc. (O&M advisor)	None.
TranSystems Corporation (O&M advisor)	None.
Tetra Tech EBA Inc. (O&M advisor)	None.
C&M Associates Inc. (Traffic Advisor)	None.
PBC Consult (Proposal Advisor)	None.
RNL Design (Urban Designers and Landscape Architects)	None.
Valerian LLC (Landscape Architects)	None.
Transportation Resources Services, Inc. (TRS Corp) (Right of Way Consultant)	None.
Goodbee & Associates, Inc. (Utilities Consultant)	See Attachment 9.
GEI Consultants, Inc. (Support of Excavation Technical Consulting)	None.
Geocal Inc. (Geotechnical Testing)	None.

Column 1	Actual or Potential Organizational Conflict of Interest
Applied Pavement Technologies Inc. (Pavement Design)	None.
All Traffic Data Services Inc. (Traffic Counts)	None.
6. Sub-contractors	
Kraemer North America, LLC (Structures)	See Attachment 7.
BT Construction, Inc. (Utilities)	None.
Interstate Highway Construction Inc. (Concrete, Pavements)	See Attachment 5.
WL Contractors, Inc. (traffic signal, ITS, and CCTV)	None.
Raba Kistner Infrastructure, Inc.(Quality)	None.
Vivid Engineering Group, Inc. (Quality)	None.
JWBale Inc. (Quality)	None.
Communication Connections Consulting, LLC (Public Information)	None.

Sincerely,



Roberto Friedrich
Official Representative
Front Range Mobility Group

Central 70 Project
Preliminary Organizational Conflict of Interest Disclosures
FRONT RANGE MOBILITY GROUP



ATTACHMENT 1



AECOM
6200 South Quebec Street
Greenwood Village
CO, 80111
USA
aecom.com

Mr. Roberto Friedrich
Front Range Mobility Group
c/o HOCHTIEF PPP Solutions North
America, Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

March 17, 2017

RE: AECOM, AECOM Capital, AECOM Energy & Construction, Inc. ("AECOM Entities")

Dear Mr. Friedrich:

Other than as previously disclosed to FRMG on April 22, 2015 and as set out in the attached, AECOM Entities hereby confirm that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Yours sincerely,

Mr. Steven Taylor
Operations Manager
AECOM

Enclosures:

Preliminary Organizational Conflicts of Interest Disclosure dated April 22, 2015

April 22, 2015

Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
(720) 248-8544
DOT_I70EProject@state.co.us

Re: **AECOM Capital, AECOM Technical Services, Inc, URS Corporation, URS Energy & Construction, Inc.**
("AECOM Entities")
Preliminary Organizational Conflicts of Interest Disclosure
Request For Qualifications to Design, Build, Finance, Operate and Maintain the I-70 East Project

Reference is made to Section 5.3 (Organizational Conflicts of Interest and Limitations on Proposer Team Membership) of Part B of the Request for Qualifications (RFQ) issued on March 25, 2015 to Design, Build, Finance, Operate and Maintain the I-70 East Project (the "Project").

AECOM Entities has conducted a preliminary internal review and acknowledges that transactions and/or services have taken place and/or provided between AECOM Entities and the following:

- Kaplan Kirsch & Rockwell LLP
- Atkins
- Communication Infrastructure Group, LLC
- Yeh and Associates, Inc.
- E-470

AECOM Entities continues to conduct an internal review to determine whether transactions and/or services have taken place and/or provided between AECOM Entities and the following

- Macquarie Capital
- Altus Group Limited
- Freshfields Bruckhaus Deringer US LLP
- Strategies 360
- J. Michael Major d/b/a Major Enterprises

AECOM Entities shall conduct a further internal review as to the type of transactions and/or services regarding the above organizations and provide further information with the SOQ.



Please note that AECOM Entities, through one of its subsidiaries, has provided certain services regarding the I-70 project. By letter dated October 4, 2013, attached, CDOT approved AECOM's Entities ability to propose on any solicitations/proposals for the I-70 East Design and/or Construction Program Management services under the conditions stated in the letter, with which AECOM Entities has complied.

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION
Chief Engineer's Office
4201 E. Arkansas Avenue
Denver, Colorado 80222
(303) 757-9204
(303) 757-9656 - Fax



AECOM
Mr. Alan Eckman, P.E.
Business Development Manager / Associate VP
1717 17th Street, Suite 2600
Denver, Colorado 80202

October 4, 2013

Mr. Eckman,

In response to your letter dated September 24, 2013 requesting approval to propose on any solicitations / proposals for the I-70 East Design and/or Construction / Program Management services, CDOT approves of your request with the conditions stated in your letter. Those conditions are:

- No Bridge Enterprise staff from AECOM will be allowed to participate with the planning or development of the proposal.
- No current Bridge Enterprise staff will be included in the proposal.
- AECOM will prohibit cross-sharing of information between the Bridge Enterprise program management staff and AECOM staff responding to the solicitation.
- AECOM employees supporting the pursuit and AECOM staff assigned to the Bridge Enterprise will sign confidentiality agreements acknowledging that information sharing is prohibited and violation thereof will result in the disciplinary actions including possible termination of employment.

AECOM is free to pursue the proposed contract indicated above as a Prime consultant or a sub-consultant on the I-70 East project advertisements upon adherence to the above stipulations.

Thank you for your thoughtful request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy J. Harris".

TIMOTHY J. HARRIS, PE
Chief Engineer



ATTACHMENT 2



HOCHTIEF PPP Solutions North America Inc.

Roberto Friedrich
375 Hudson Street
6th floor
New York, NY 10014
U.S.A.

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Flatiron Constructors, Inc. hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP). However, in the interest of full disclosure, we want to advise the Procuring Authorities of certain projects that exist with our firm are described below.

Pinyon Environmental, Inc. is a subconsultant on our current C-470 project. Flatiron employees on that project are not involved in this pursuit, therefore no discussions about the Central 70 project will occur between Flatiron personnel and Pinyon personnel

Date: March 20, 2017

Authorized Signature:

A handwritten signature in blue ink, appearing to read "John Couture", written over a horizontal line.

Name: John Couture



ATTACHMENT 3

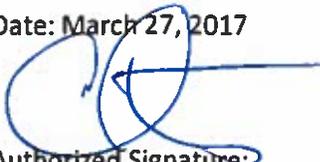
DRAGADOS USA

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out in the attached, Dragados USA, Inc. hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Date: March 27, 2017



Authorized Signature:

Name: Chad Mathes, Executive Vice President

DRAGADOS USA

ATTACHMENT

POTENTIAL CONFLICTS OF INTEREST

1. **KPMG** was a financial advisor to the Dragados USA, Inc. (“DUSA”), Prince Contracting LLC and Flatiron Construction Corp. team in connection with a design/build/finance proposal for the I-285 & SR 400 Reconstruction Project (Georgia Department of Transportation) located in Georgia.
2. **Atkins** was DUSA’s design consultant in connection with a design/build statement of qualifications for the Virginia Beach Light Rail Extension to Town Center Project (City of Virginia Beach) located in Virginia.

MITIGATION

1. The Central 70 Project is being pursued by the West Division of DUSA while the I-285 Project was pursued by the East Division of DUSA; therefore, there is geographic separation among the project teams involved in the two (2) respective projects. Further, the I-285 Project was awarded to another proposer in December 2015, therefore ending the relationship with KPMG on the I-285 Project at that time. To avoid any potential conflicts of interest, none of the Central 70 team members discussed this Central 70 project with KPMG or had any interaction with KPMG during the I-285 Project pursuit that ended in December 2015. Moreover, DUSA does not consider that this DUSA/KPMG relationship identified herein constitutes an organizational conflict of interest.
2. The Central 70 Project is being pursued by the West Division of DUSA while the Virginia Beach Project was pursued by the East Division of DUSA; therefore, there is geographic separation among the project teams involved in the two (2) respective projects. Further, the Virginia Beach Project statement of qualifications was submitted in August 2016, but the DUSA team was not shortlisted, therefore ending the relationship with Atkins on the Virginia Beach Project at that time. To avoid any potential conflicts of interest, all Central 70 team members have been instructed not to discuss this Central 70 project with Atkins. Moreover, DUSA does not consider that this DUSA/Atkins relationship identified herein constitutes an organizational conflict of interest.



ATTACHMENT 4

March 22, 2017

Mr. Roberto Friedrich
Front Range Mobility Group
c/o HOCHTIEF PPP Solutions North America, Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

Re: I-70 East Project and Organizational Conflicts of Interest

Dear Mr. Friedrich,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out in the attached, AECOM Technical Services hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Sincerely,



Travis Boone, P.E.
Senior Vice President
AECOM

Enclosures:

1. August 7, 2015 letter to R. Frederich
2. OMPD letter dated November 25, 2015, Subconsultant Mitigation Plan, and Confidentiality Agreements

2016-02-08
SUBCONSULTANT COI NOTICE
OMPD PROJECT

AECOM

6200 S. Quebec St.
Greenwood Village, CO 80111

Subject: CDOT Notice of Potential HDR Organizational Conflict of Interest
Subconsultant Mitigation Plan - OMPD Project

HDR Engineering, Inc. ("HDR") received a notice dated November 25, 2015 from the Colorado Department of Transportation ("CDOT Notice," copy included as Confidential Attachment 1), defining certain mitigation measures to be taken by HDR in order to avoid the appearance of a conflict of interest in its work as lead designer for the Central 70 Project and its role under an HDR contract with the CDOT Office of Major Projects for Program Management and Support Services ("Project").

I have included as Confidential Attachment 2 a copy of the HDR Conflict of Interest Mitigation Plan modified to document your firm's compliance obligations ("Subconsultant Mitigation Plan") in mitigating the risks identified by CDOT. Compliance with the Subconsultant Mitigation Plan will affect all staff assigned to the Project and managers with access to Project data, whether employed by you or your subconsultants.

Please review the Subconsultant Mitigation Plan and provide the following materials to me no later than October 24, 2016

- A signed original of the Subconsultant Mitigation Plan, including the names of all staff and management employees of your firm or your subcontractors involved with the Project, and
- Signed confidentiality agreements (see the format attached to the Subconsultant Mitigation Plan), from all staff and management employees you identify, and
- A statement outlining the actions your firm is taking to notify affected individuals of your obligations under the Subconsultant Mitigation Plan, and
- The name and contact information for the person at your firm responsible for managing compliance.

We recommend you review any work you may be doing with others involved with the Project, in particular the shortlisted teams, to determine whether your work on the OMPD Contract may raise issues similar to those in the CDOT Notice.

Please contact me directly should you require anything further from HDR or have any questions about the Subconsultant Mitigation Plan.

HDR Engineering, Inc.

By: John Schwab P.E.

John Schwab, OMPD Project Manager



I-70 East

I-70 East Project
5640 East Atlantic Place
Denver, CO 80222

November 25, 2015

Mr. Brian Clark
5280 Connectors
c/o Plenary Group USA, Inc.
1700 Lincoln Street, Suite 3000
Denver, CO 80203

Re: Organizational Conflict of Interest

Dear Mr. Clark:

In accordance with the Instructions to Proposers (“ITP”) for the I-70 East Project (“Project”), as well as the conditions contained in the short-listing letter dated July 24, 2015, 5280 Connectors is required to disclose to the Procuring Authorities, on an ongoing basis, all relevant facts concerning any interest that may constitute a potential organizational conflict of interest as described in 2 C.C.R. 601-15 Sec. 7 and 23 CFR § 636.116 or the ITP. It has come to the attention of the Procuring Authorities that a potential organizational conflict of interest may exist with respect to the continued participation of HDR Engineering, Inc. (“HDR”), Lead Engineer for 5280 Connectors, in the Project procurement.

HDR is presently the lead consultant on the CDOT Office of Major Project Development’s (OMPD) Program Management and Support Services Contract (the “OMPD Contract”). Subject to the following conditions, the Procuring Authorities have determined that HDR’s continued participation in the Project procurement does not constitute an organizational conflict of interest at this time:

1. No HDR staff working under the OMPD Contract, directly or indirectly, now or at any time during the Project procurement, will be allowed to participate with the planning or development of the 5280 Connectors Project proposal.
2. No HDR staff working on the OMPD Contract, directly or indirectly, shall be included in the 5280 Connectors Project proposal.
3. HDR will prohibit cross-sharing of information between HDR staff working under the OMPD Contract and HDR staff participating in the 5280 Connectors Project proposal.
4. All HDR employees supporting the pursuit of the Project by 5280 Connectors and HDR staff assigned to the OMPD Contract will sign confidentiality agreements acknowledging that information sharing is prohibited and violation thereof will result in disciplinary actions, including possible termination of employment.
5. All HDR employees supporting the pursuit of the Project by 5280 Connectors shall strictly comply with the Procurement Rules identified in Part D of the ITP, including, but not limited, to, the General Rules for Contact and Communications in Section 1.1.2 of Part D of the ITP.

5280 Connectors shall ensure that all of the conditions specified above are met throughout the procurement. Additionally, the Procuring Authorities request copies of the executed confidentiality agreements referred to in Paragraph 4 above be provided no later than January 15, 2016. Without limiting the reserved rights of the Procuring Authorities under Section 2 of Part D of the ITP, if at any time full compliance with any of these conditions is not maintained, HDR will no longer be permitted to continue as a member of the 5280 Connectors team.

The Procuring Authorities expressly reserve the right to re-evaluate the existence of organizational conflicts of interest under 23 CFR § 636, Subpart A, which applies to this procurement, at any time. As a condition of 5280 Connectors continued participation in the procurement process, the conditions contained in this letter, including, but not limited to, any commitments to firewall employees of team members, shall be maintained throughout the procurement process.

Please acknowledge your receipt of this letter and the terms thereof, and your agreement to comply with such terms, by counter-signing and returning a copy of this letter to the Procuring Authorities' Contact Person.

Sincerely,



Anthony R. Devito
Central 70 Project Director, P.E.

We hereby acknowledge receipt of the above letter and the terms thereof and agree to comply with such terms.

Signature of Official Representative

Name of Official Representative

Date:





To: Office of Major Project Development (OMPD) File

RE: CDOT Office of Major Project Development (OMPD) Confidentiality Agreement

I, the undersigned, hereby agree as a member of the Office of Major Project Development Program Management services team, will not:

- Allow participation by any member of the AECOM OMPD staff in the planning or development of the proposal for I-70 East Project.
- Allow inclusion of any member of the AECOM OMPD Program Management Team to be shown in the proposal organization chart for the I-70 East Project.
- Communicate to or receive information from any member of the Front Range Mobility Partners Team regarding the I-70 East Project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: _____
(Printed Name)

(Signature)

(Date)

CONFIDENTIAL ATTACHMENT 2
OMPD PROJECT
SUBCONSULTANT MITIGATION PLAN
AECOM ("SUBCONSULTANT")

Introduction

HDR Engineering, Inc. ("HDR") is committed to meeting its obligations under, Colorado Department of Transportation ("CDOT") procurement requirements (including the Instructions to Proposers, the conditions regarding disclosure of potential conflicts contained in the short-listing letter dated July 24, 2015 for the Central 70 Procurement), applicable laws and regulations (including 2 C.C.R. 601-15 Sec. 7, and 23 CFR § 636 Subpart A), and its Corporate Code of Ethics to identify and mitigate any situation where there may be an actual, potential or apparent conflict of interest in our business activities.

HDR has established a Conflict of Interest Mitigation Plan ("Plan") to ensure compliance with the criteria identified by the CDOT in a letter dated November 25, 2015 ("CDOT Notice") to assure HDR avoids any conflicts of interest between HDR's role as lead designer for the Developer in pursuit of the Central 70 Project and its role under the May 29, 2014 contract with the CDOT Office of Major Project Development Program Management and Support Services Contract ("OMPD Contract"). HDR has reviewed the current activities of both teams and did not find any actual or potential conflicts of interest, but will continue to monitor the projects throughout the term of the Plan to ensure no conflicts do arise.

The following terms describe the current conflict of interest mitigation obligations of the Subconsultant during the remaining Central 70 Project procurement process, and the execution of the Project, if awarded to the 5280 Connectors team.

Plan Elements

Affected Project Teams: The Plan applies to i) the HDR OMPD Contract Team, and ii) the HDR Central 70 Project Team.

Affected Staff: All employees assigned to the Project and managers with access to Project data are obligated to comply with the Plan, whether employed by HDR, its subconsultants, or other third party contractors who provide services to the affected project teams ("Project Staff"). Current Subconsultant Staff are identified in **Schedule 1**.

HDR COI Mitigation Management: The HDR representatives responsible to manage the Plan are:

- HDR Responsible Officer/Central 70 Design Manager: John Kalvelage
- HDR OMPD Contract Team Lead: John Schwab
- HDR Corporate Lead: Michael Brainard

Subconsultant COI Mitigation Management

The representative of Subconsultant responsible for Plan compliance is:

- Alan Eckman,
- [title] Vice President,
- [contact information] alan.eckman@aecom.com

AGREED BY SUBCONSULTANT

AECOM
By: Alan Eckman
Its: Vice President

Dated: 10/10, 2016

Project Mitigation Plan

Objectives

The Plan is intended to meet the following objectives:

- Inform and educate affected HDR employees, its subconsultant staff and other third parties assigned to each Project regarding the concerns expressed in the CDOT Notice and the obligations HDR will undertake in order to assure that even the appearance of conflicts of interest is avoided in its activities related to the Central 70 Project and the OMPD Contract.
- Establish project-specific measures to prevent members of each HDR Project Team from sharing project information. HDR will monitor compliance with the mitigation measures, and take appropriate action to discover and prevent violations.
- Communicate fully with affected clients, CDOT and other Project participants regarding HDR's implementation of the Plan.

This Plan is intended solely to address compliance with the issues raised by the CDOT Notice, and not to modify any other aspect of the underlying Subconsultant Agreement.

Separation of Project Teams

No person may be assigned to an HDR Project Team, or granted access to that Team's Confidential Information, without written approval from the COI Mitigation Manager.

Members of each HDR Project Team will avoid even the appearance of a conflict of interest in their dealings with members of the other HDR Project Team. Project work areas will be maintained to avoid disclosure of Project information to unauthorized persons, and no HDR Project Team member may transfer to another Team or participate in meetings or discussions of the Central 70 Project with members of another HDR Project Team without the written permission of the applicable COI Mitigation Managers and CDOT.

No Project Staff working under the OMPD Contract, directly or indirectly, now or at any time during the term of the Plan, will be allowed to participate with the planning or development of the Central 70 Project proposal.

No Project Staff working on the OMPD Contract, directly or indirectly, shall be included in the Central 70 Project proposal.

HDR will prohibit cross-sharing of information directly or indirectly by written or electronic means between HDR staff working under the OMPD Contract and Project Staff participating in the Central 70 Project unless such sharing has been approved by both COI Mitigation Managers.

All Project Staff supporting the Central 70 Project pursuit by 5280 Connectors and all Project Staff assigned to the OMPD Contract will sign confidentiality agreements acknowledging that unauthorized information sharing or violation of the confidentiality agreements is prohibited and may result in removal from the applicable HDR Project Team and disciplinary actions, including possible termination of employment.

All Project Staff supporting the pursuit of the Central 70 Project shall strictly comply with the Procurement Rules identified in Part D of the ITP, including, but not limited to, the General Rules for Contact and Communications in Section 1.1.2 of Part D of the ITP.

Staff Confidentiality Agreements

The members of each Project Staff will execute a Project Confidentiality Agreement the form included as **Schedule 2**. All new Project Staff approved to work on either project will execute similar confidentiality agreements that HDR will retain on file.

Information Protection

All commercially sensitive information belonging to CDOT, our clients, or any other participant in the Projects that is created or obtained by any member of an HDR Project Team will be subject to the protection as Confidential Information:

The following are examples of Confidential Information:

- Non-public information
- Information identified as confidential under the terms of HDR contracts, by applicable law, or when requested by the disclosing party at the time of delivery to HDR.
- Information that could provide an unfair competitive advantage in a procurement process.
- Client or HDR bidding/pricing strategies; technical data, trade secrets or know-how; research, market and financial analyses, designs, drawings, professional work product; intellectual property, inventions, processes, formulas, and other materials created specifically for the Project.

The determination of whether information is Confidential Information and who may have access to Confidential Information will be made by written directives from the applicable COI Manager.

Physical and digital documents and data will be stored and transmitted subject to monitoring and protect using appropriate electronic firewall systems identified by the COI Managers.

Schedule 1

OMPD CONTRACT

Employees of Subconsultant and its Subcontractors

Alan Eckman - AECOM

Eric Antillon - AECOM

Lindsey Sousa - AECOM



To: Office of Major Project Development (OMPD) File

RE: CDOT Office of Major Project Development (OMPD) Confidentiality Agreement

I, the undersigned, hereby agree as a member of the Office of Major Project Development Program Management services team, will not:

- Allow participation by any member of the AECOM OMPD staff in the planning or development of the proposal for I-70 East Project.
- Allow inclusion of any member of the AECOM OMPD Program Management Team to be shown in the proposal organization chart for the I-70 East Project.
- Communicate to or receive information from any member of the Front Range Mobility Partners Team regarding the I-70 East Project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By:

Alan Echman

(Printed Name)

(Signature)

3/18/2016

(Date)



To: Office of Major Project Development (OMPD) File

RE: CDOT Office of Major Project Development (OMPD) Confidentiality Agreement

I, the undersigned, hereby agree as a member of the Office of Major Project Development Program Management services team, will not:

- Allow participation by any member of the AECOM OMPD staff in the planning or development of the proposal for I-70 East Project.
- Allow inclusion of any member of the AECOM OMPD Program Management Team to be shown in the proposal organization chart for the I-70 East Project.
- Communicate to or receive information from any member of the Front Range Mobility Partners Team regarding the I-70 East Project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: ERIC ANTILLÓN
(Printed Name)


(Signature)

03-18-16
(Date)



To: Office of Major Project Development (OMPD) File

RE: CDOT Office of Major Project Development (OMPD) Confidentiality Agreement

I, the undersigned, hereby agree as a member of the Office of Major Project Development Program Management services team, will not:

- Allow participation by any member of the AECOM OMPD staff in the planning or development of the proposal for I-70 East Project.
- Allow inclusion of any member of the AECOM OMPD Program Management Team to be shown in the proposal organization chart for the I-70 East Project.
- Communicate to or receive information from any member of the Front Range Mobility Partners Team regarding the I-70 East Project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Lindsey Sousa
(Printed Name)


(Signature)

March 18th, 2016
(Date)



AECOM
8181 East Tufts Avenue
Denver, CO 80237

303 694 2770 tel
303 694 3946 fax

August 7, 2015

Mr. Roberto Friedrich
Front Range Mobility Group
c/o HOCHTIEF PPP Solutions North America, Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

Re: I-70 East Project and Organizational Conflicts of Interest

Dear Mr. Friedrich,

Please reference the Colorado Procuring Authorities letter dated July 24, 2015 and the requirements outlined in Section 1 of letter pertaining to the organizational conflicts of interest mitigation conditions that must be met by our firm.

We hereby acknowledge the commitments and conditions stated in the above referenced letter and agree to comply with such terms. In addition we have enclosed the confidentiality agreements required in Section 1.iv of letter from each affected staff member.

Sincerely,

Travis Boone, P.E.
Vice President
AECOM

Enclosures: Confidentiality Agreements



717 17th St., Suite 2600
Denver, CO 80202
P 303.228.3000 F 303.228.3001

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM Colorado Bridge Enterprise (CBE) team that I have not nor shall not:

- Participate in planning or development of any solicitations/proposals for the I-70 East Design and/or Construction/Program Management services ("I-70 Proposal");
- Be included on the I-70 Proposal; or
- Share any information related to the I-70 Proposal with AECOM employees supporting the pursuit of the I-70 Proposal.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Matthew Cirulli
(Printed Name)

Matthew Cirulli
(Signature)

January 30, 2015
(Date)



717 17th St., Suite 2600
Denver, CO 80202
P 303.228.3000 F 303.228.3001

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM Colorado Bridge Enterprise (CBE) team that I have not nor shall not:

- Participate in planning or development of any solicitations/proposals for the I-70 East Design and/or Construction/Program Management services ("I-70 Proposal");
- Be included on the I-70 Proposal; or
- Share any information related to the I-70 Proposal with AECOM employees supporting the pursuit of the I-70 Proposal.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: RICHARD D. ALEXANDER
(Printed Name)


(Signature)

20 JAN 15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM Colorado Bridge Enterprise (CBE) team that I have not nor shall not:

- Participate in planning or development of any solicitations/proposals for the I-70 East Design and/or Construction/Program Management services ("I-70 Proposal");
- Be included on the I-70 Proposal; or
- Share any information related to the I-70 Proposal with AECOM employees supporting the pursuit of the I-70 Proposal.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Jeffrey Thompson
(Printed Name)

[Signature]
(Signature)

1.30.15
(Date)



717 17th St., Suite 2600
Denver, CO 80202
P 303.228.3000 F 303.228.3001

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM Colorado Bridge Enterprise (CBE) team that I have not nor shall not:

- Participate in planning or development of any solicitations/proposals for the I-70 East Design and/or Construction/Program Management services ("I-70 Proposal");
- Be included on the I-70 Proposal; or
- Share any information related to the I-70 Proposal with AECOM employees supporting the pursuit of the I-70 Proposal.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: ARTHUR R GURULE
(Printed Name)


(Signature)

1.30.15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Heather Schaefer
(Printed Name)

Heather Schaefer
(Signature)

8/3/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Alan Eckman
(Printed Name)


(Signature)

11/30/2015
(Date)



717 17th St., Suite 2600
Denver, CO 80202
P 303.228.3000 F 303.228.3001

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: DAVID N. HOLST, JR.
(Printed Name)


(Signature)

1/30/15
(Date)



717 17th St., Suite 2600
Denver, CO 80202
P 303.228.3000 F 303.228.3001

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: RICHARD ROMIG
(Printed Name)

Richard Romig
(Signature)

1/30/2015
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Jill A. Jones
(Printed Name)


(Signature)

May 1, 2015
(Date)

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By:

MINDY STECKMEST
(Printed Name)

MASJ

(Signature)

1 MAY 2015

(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Charlotte Schlenz
(Printed Name)


(Signature)

5/1/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: TRAVIS BOONE
(Printed Name)


(Signature)

08/04/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Charles Dwyer
(Printed Name)

 Digitally signed by
Dwyer, Charles
Date: 2015.08.04
16:06:00 -06'00'
(Signature)

August 4, 2015
(Date)



To: Colorado Bridge Enterprise File

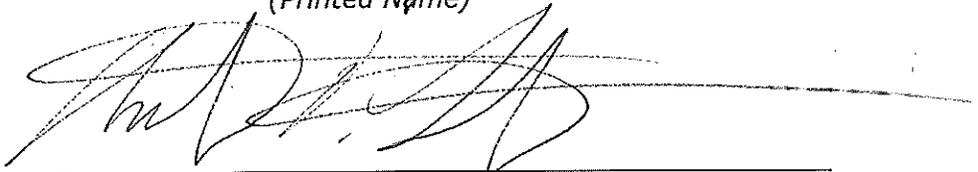
RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Christopher A. Labye
(Printed Name)


(Signature)

8/4/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Daniel Eybs
(Printed Name)

Daniel Eybs
(Signature)

8/5/15
(Date)

To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

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- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Megan Heugh
(Printed Name)

[Handwritten Signature]
(Signature)

8/5/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

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- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: PATRICK W. MCNAMARA
(Printed Name)


(Signature)

8-15-2015
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Terry Stiver
(Printed Name)

Terry Stiver
(Signature)

8/4/15
(Date)



To: Colorado Bridge Enterprise File

RE: Colorado Bridge Enterprise Confidentiality Agreement

I, the undersigned, hereby agree as a member of the AECOM I-70 East Design, Construction, or Program Management services proposal team that I have not nor shall not:

- Allow participation in the planning or development of any proposal for procurement of the above stated project by any member of the CBE Program Management Team.
- Allow inclusion of any member of the CBE Program Management Team on the above stated project.
- Communicate to or receive any information from any member of the CBE Program Management Team on the above stated project.

I acknowledge and agree to continue to comply with the above prohibition on the sharing of information related to the above state project and that violation of this prohibition will result in disciplinary actions including possible termination of my employment by AECOM.

By: Judith C. Lyles
(Printed Name)

Judith C. Lyles
(Signature)

8/4/15
(Date)



ATTACHMENT 5



**Interstate
Highway
Construction**

7135 South Tucson Way, P.O. Box 4356
Englewood, Colorado 80155

Telephone (303) 790-9100
Fax (303) 790-8524

March 15, 2017

Hochtief PPP Solutions North America Inc.
Roberto Friedrich
375 Hudson Street
6th Floor
New York, NY 10014

Re: **Interstate Highway Construction, Inc. (IHC)**
Organizational Conflicts of Interest Disclosure
Request for Proposal for the Design, Build, Finance, Operate and Maintain I-70 East Project

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP").

IHC hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any potential or actual organizational conflict of interest as defined in the RFP. However, in the interest of full disclosure, we want to advise the Procuring Authorities of certain projects that exist with our firm as further described in Attachment A.

Jim Randall
President and COO
Interstate Highway Construction



A RALPH C. WILSON COMPANY

An Equal Opportunity Employer

Attachment A –Organizational Conflicts of Interest Disclosure for



INTERSTATE HIGHWAY CONSTRUCTION, INC.

	Disclosure	Relevant facts	Comments (If applicable, explanation of why there is question as to the existence of, or potential for, such an organizational conflict of interest)
1	I-25, Lincoln to County Line (STU 0252-399), CDOT Project Manager James Moreau, (720) 951-1663	Current CDOT Contract. Project is currently scheduled to be completed in December 2015. IHC will not discuss the I-70 East project with CDOT personnel, and limit interactions to issues pertaining only to the I-25 project.	N/A
2	I-25, Cimarron (IM 0252-423), CDOT Project Manager Lesley Mace, (719) 227-3200	Subcontractor to Kraemer North American, LLC. Project is currently scheduled to be completed in September 2017. IHC will not discuss the I-70 East project with CDOT personnel, and limit interactions to issues pertaining only to the I-25 project.	N/A



ATTACHMENT 6

3 Church Street, Suite 400, Toronto, Ontario M5E 1M2
Tel: 416.348.9111 Toll Free: 800.947.9666 Fax: 416.348.9121

www.intechrisk.com



Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as previously disclosed to FRMG on December 17, 2015 and as set out in the attached, In Tech Risk Management Inc. hereby confirm[s] that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Date: March 21, 2017

Authorized Signature:

A handwritten signature in blue ink, appearing to be "Fraser Roberts", is written over a horizontal line.

Name: Fraser Roberts, Chief Executive Officer



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
DOT_I70EProject@state.co.us

December 17, 2015

**REQUEST FOR PROPOSALS TO DESIGN, BUILD FINANCE, OPERATE AND MAINTAIN
THE I-70 EAST PROJECT
CONFLICT OF INTEREST CLARIFICATION REQUEST**

Dear Mr. Farber,

Front Range Mobility Group wishes to engage **In Tech Risk Management Inc.** ("INTECH"), a private corporation located in Toronto, Canada, as Lender's Insurance Advisor for the Project. INTECH's sister company, In Tech Risk Management GmbH located in Klagenfurt, Austria has been (or intends to be) engaged by another Proposer. As such, we have requested that INTECH prepare the attached letter detailing their corporate structure and implementation of Information Barriers.

We would please request confirmation from the Procuring Authorities that, based on the attached information, our engagement with INTECH would not be in conflict with the procurement rules set forth in the ITP, and notably Part D, Section 1.1.2 (f) and Part D, Section 1.3.2 (a).

Please don't hesitate to contact me for further questions and clarifications.

Sincerely,

Roberto Friedrich
Official Representative
Front Range Mobility Group
"Connecting Communities along I-70 East"

November 25, 2015

Front Range Mobility Group
c/o Hochtief PPP Solutions North America Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

Attention: Roberto Friedrich

RE: Exclusivity / Conflict of Interest – CDOT I70 East Project

Further to your request, and in accordance with Part D, Section 1.1.2 (f) of the ITP issued by the Colorado Department of Transportation (“CDOT”), INTECH Risk Management must advise that we have been engaged by another consortium bidding on this project, but are keen to engage with Front Range Mobility Group subject to CDOT’s approval. The following information details INTECH’s corporate structure and the Information Barriers currently in place to ensure confidentiality of information is strictly kept.

Corporate Structure:

In Tech Risk Management Inc., a private corporation located in Toronto, Canada and In Tech Risk Management GmbH, a private corporation located in Klagenfurt, Austria, are legally independent companies that have strategically aligned to operate together as INTECH Risk Management due to common ownership and service offerings. Sarah Roberts (President) and Fraser Roberts (CEO) both own a 50% controlling interest in each company. The two companies operate independent of one another with the exception of shared sales and marketing functions as well as certain shared HR and internal governance policies.

For the purpose of the I70 East project, In Tech Risk Management GmbH has already engaged with another consortium, while it is our hope and intention to engage with Front Range Mobility Group through In Tech Risk Management Inc. The two teams will not share any consultants, administrative staff, I.T. systems or data at any time.

Information Barriers:

In Tech Risk Management Inc. and In Tech Risk Management GmbH maintain separate and secure data servers to ensure a complete separation of information between the two organizations. In addition to this separation, all employees are required to sign a Code of Conduct document and adhere to INTECH’s Conflict of Interest and Anti-bribery policies (attached) governing behavior with respect to the maintenance, protection and use of confidential information and conflicts of interest. INTECH will also agree to review and adhere to any additional Information Barriers required by Front Range Mobility Group and/or CDOT.

Similar Experience:

In Tech Risk Management Inc. and In Tech Risk Management GmbH regularly engage with competing consortium’s on a single Public-Private Partnership (“P3”) project. This is largely due to INTECH’s reputation as a leading technical insurance advisor to the infrastructure development industry, specifically with respect to the role of Lender’s Insurance Advisor. Between the two firms, INTECH has acted as a lead advisor on over 100 successful P3 projects in North America. Recently, INTECH ranked 1st in IJ Global Magazine’s league tables for Technical Insurance Advisory Services to the transportation sector (attached), and 2nd overall for all sectors. Recent

examples of relevant projects in which INTECH successfully completed insurance due diligence services to multiple bidding teams include, but are not limited to:

- North Commuter Parkway
- Regina By-Pass
- Evergreen Line Rapid Transit
- Eglinton Crosstown LRT
- Highway 407 East Phase 1
- Waterloo Light Rail Transit

Final Comments:

Due to the nature of the P3 industry, INTECH's business model and livelihood is dependent upon our ability to work for multiple bidding consortiums on a single project. As such, adherence to strict confidentiality of information requirements is essential to our reputation and success as an organization. Should any party have any concerns or should they wish to discuss our policies and procedures in greater detail, we will make ourselves available at their convenience to do so.

Yours truly,



Fraser Roberts
Chief Executive Officer

DIRECT DIAL: 416 348 1353
MOBILE: 416 294 4853
E-MAIL: froberts@intechrisk.com

INTECH RANKED #1 INSURANCE ADVISOR FOR THE TRANSPORTATION SECTOR

INTECH Risk Management* is pleased to announce that we have been ranked #1 Insurance Advisor on IJGlobal's League Table for Q3 2015.

The top six advisors ranked by IJGlobal include:

TRANSPORT SECTOR LEAGUE TABLE Q3 2015

INSURANCE ADVISORS

Rank	Company	Total US\$ m	Transactions
1	INTECH Risk Management	6,916	6
2	Marsh Insurance	4,408	3
3	Cook Advisory Services	1,026	1
4	Ames & Gough	632	1
5	Jardine Lloyd Thompson	257	1
6	Willis	228	1

<https://ijglobal.com/league-tables>

INTECH'S 2015 TRANSPORTATION TRANSACTIONS INCLUDE:

- Pointe-Saint-Charles Commuter Rail Maintenance PPP
- Pennsylvania Rapid Bridge Replacement PPP
- Eglinton Crosstown LRT PPP
- St. Lawrence Corridor PPP
- Regina Bypass PPP
- Portsmouth Bypass

For more information, please contact:

Sarah Roberts, President | 1 . 80 0 . 94 7 . 96 66 x 103 | sroberts@intechrisk.com | www.intechrisk.com

CODE OF CONDUCT

INTECH's Code of Conduct applies to all employees and its subsidiaries, and includes both regular and temporary employees working either full-time or part-time.

Our Code of Conduct is integral to the way we do business at INTECH, providing all employees with the same frame of reference for our standards of business conduct and dealing with sometimes difficult and complex issues. It does not replace established manuals or policies, but exists to guide individual good judgment and to help you better understand the ethical demands related to the work of our business.

Each of us is accountable for our own actions and abiding by the Code, and for demonstrating the honesty and personal integrity that are necessary to our success. Each one of us is responsible for understanding the laws and policies that apply to our work, and asking questions when we do not. We also are responsible for speaking up when we suspect unethical and/or illegal behaviour, and/or behaviours inconsistent with our standards.

Please review the Code carefully to ensure that you understand it fully. You play an important role in representing INTECH and advancing our reputation with clients and the public at large. If you have any questions, please consult with your manager.

Role of managers: Managers play an important role in helping to ensure that the principles of the Code are respected. They are role models for acceptable standards of behaviour.

Accuracy, Privacy, Confidentiality and Security of Information

In the course of doing our jobs at INTECH, all business records are to be maintained with scrupulous integrity and are to accurately reflect all business dealings.

We also have to keep secure and confidential the general, personal and corporate information of INTECH, including that of its existing, former or potential clients, employees, contractors, directors, shareholders, and suppliers.

Access and use of this information must only be for the work of your own role or as directed by your manager. Such information can only be shared with those who have a need to know, consistent with INTECH's business purposes.

Confidential documents seen (paper or electronic) must not be left where they can be or accessed by unauthorized persons, and documents prepared by individuals containing confidential information must be clearly marked "Confidential" before being distributed. At the end of each day, or when you leave your work area (if it is open to public view), lock the drawers, cabinets and doors to where confidential information is stored.

Additionally, privacy and confidentiality means never discussing confidential information in places where others may overhear your conversation, e.g., halls, elevators, on transit, restaurants, social gatherings.

You are also accountable for all activities performed using your personal user ID on INTECH systems, and to only use your own ID to access INTECH systems. Your user ID and all other information that enables you to access INTECH systems must be kept strictly confidential. This means that you do not disclose, share or transfer your PINs or passwords to anyone else. It also means that you do not use easy-to-guess passwords, PINs and the like, nor are you careless about keeping them secret. That being said, all computer, phone and email passwords must be disclosed to the President for safe keeping in case of emergency.

Maintaining privacy and security of data also means not storing company or client data on personally owned devices such as PCs, PDAs, mobile phones, removable media such as CDs and USB thumb-drives, or disk drives. As such, performing INTECH work online outside the office must be authorized by management and with appropriate INTECH security in place.

When information is no longer needed, secure disposal of customer-related documents and other confidential information, whether paper or electronic must be to INTECH standards and legal requirements. When business records are to be archived you are responsible for ensuring records are adequately labeled and indexed for either electronic or offsite storage.

Certain information concerning the plans, methods, practices and activities of INTECH is proprietary. Intellectual property, including inventions, improvements, works of authorship, developments, concepts or ideas, data, processes, computer

software programs, and discoveries, created by employees during their employment belongs to and remains the exclusive property of INTECH.

Should you leave INTECH, you are obliged to continue safeguarding the privacy of both clients and employees, and to protect the confidentiality of the company's business indefinitely. Specific client information – including names, lists, profiles, data, etc. is not to be used in subsequent employment situations. Any client or proprietary information you have in your possession is to be returned when you leave.

Use of Facilities

INTECH makes a substantial investment in the physical, electronic and staff resources necessary to run the business. Everyone has a responsibility to protect assets from destruction or theft, use communication tools responsibly and avoid any activities that would compromise INTECH's operational effectiveness, business or reputation.

All facilities are for business use and limited personal use is permitted for personal communications and interests if conducted on personal time and with minimal resource use. Additionally, personal use must:

- Not interfere with business operations or create risk to INTECH's reputation,
- Never be used for:
 - o Political or personal lobbying purposes
 - o Commercial or profit-making purposes unrelated to INTECH
 - o Unethical or illegal activities, including viewing or transmitting obscene, offensive, illegal, unethical, discriminatory, or otherwise objectionable material
 - o Accessing, downloading or sending games, chain letters or gambling sites
 - o Activities such as posting to newsgroups, use of "chat" facilities, and participation in mail lists that might associate INTECH with controversial issues.

To ensure proper and effective functioning of its facilities, INTECH may need to examine both usage of facilities and contents of files and communications at any time. So while limited personal use of INTECH's facilities is permitted, there should be no expectation of privacy on the part of users.

With regard to maintaining the integrity of INTECH electronic devices, only licensed software authorized by management and installed by INTECH may be used.

All equipment, systems, technology and information provided by INTECH remain the property of INTECH. In the event that an individual is no longer employed by INTECH, as soon as that occurs, they may no longer access or use INTECH property and must return all such property to INTECH promptly.

Conflicts of Interest

A conflict of interest occurs when personal considerations compete with the purpose, policies or operations of INTECH. Even the appearance of a conflict of interest--what a reasonable person might view as a potential conflict, would be harmful to our business.

The potential for conflicts of interest doesn't end when employees leave the office, and even outside the office, employees are to avoid situations that may lead to a conflict or even the appearance of a conflict with INTECH's interests and requirement for impartiality in its work.

It is expected that employees will notify their manager as soon as becoming aware of a significant financial interest or involvement with INTECH's clients or competitors on their own part or that of family members—including spouses or domestic partners, parents, spouse's or domestic partner's parents, siblings, children, grandchildren, grandparents, uncles, nephews and nieces.

When representing yourself as an INTECH employee inside or outside of work, whether verbally or in writing, you must not conduct yourself in any way that would tarnish INTECH's image and reputation.

Business Gifts and Entertainment

Employees are to ensure that the giving or acceptance of business gifts and entertainment is done only in the spirit of commonly accepted business courtesy and relationship management. Business gifts and entertainment are to be of a style

and value commonly accepted for business occasions. They should in no way cause one party to feel a sense of obligation to the other party, create a potential or perceived conflict of interest, nor cause embarrassment to the company.

A modest value of not greater than \$100.00 should be applied in assessing what is acceptable to give, or to accept. Gifts in the form of cash, bonds, negotiable securities, personal loans, airline tickets or use of vacation properties may not be accepted or given.

The value of business entertainment can sometimes exceed the guideline above, since some commonly accepted business invitations include, for example, event tickets (i.e. sports, arts, etc.). Therefore, in the case of business entertainment only, if the value is likely to exceed the value of \$100.00, the entertainment must still be considered moderate, and in no way create a sense of obligation or real or perceived conflict of interest. Gift baskets are expected to be shared with team members or raffled off for charity.

If in doubt, as to what is considered acceptable, ask your manager prior to accepting or extending an invitation or gift.

Charitable and Political Donations

INTECH encourages the valuable contribution that is made when individuals personally participate in charitable, community, political and similar organizations. People may support causes of their choice, but must ensure that their contribution is not associated or perceived to be associated with INTECH. Donations cannot be solicited from other employees or from INTECH's suppliers or service providers unless there is written approval of the President.

Outside Activities and Directorships

It is important that all employees avoid any outside activity, employment, position, association, or investment that might interfere with, or might be perceived to interfere with the independent exercise of judgment regarding the best interests of INTECH and its clients. As such, it is required to obtain written approval for outside positions or interests, or perhaps to limit or to resign from participation.

For example, if you are a member of a public or quasi-public decision-making body, you should recognize that these institutions might be actual or potential clients of INTECH.

With management approval, other employment may be undertaken while employed by INTECH providing it is legal, it is not with a competitor, it will not result in a conflict of interest, and it will not interfere with your performance at INTECH.

Media Contact and Public Statements

Unless you are authorized to represent INTECH on a specific media inquiry, you are not authorized to speak with any member of the media. All media requests should be forwarded to the President or to the appropriate company spokesperson in a regional INTECH office.

If we will be speaking at a public forum in a professional capacity or as a representative of INTECH (e.g., speaking at a professional conference), prior approval of management is required.

Harassment and Violence in the Workplace

INTECH is committed to providing a workplace that supports diversity and one where everyone has an equal opportunity to reach their potential, free from all forms of discrimination, harassment and violence.

Harassing conduct, including any behaviour that a reasonable person would conclude contributes to an intimidating or offensive environment will not be tolerated amongst any employees or from outside parties with whom we deal. (See also Harassment and Violence in the Workplace policy.)

Violations of the Code

Contravention of any provision of the Code may result in disciplinary action up to and including termination of employment.

Everyone has an obligation to report Code of Conduct violations or possible violations by speaking to their manager, the

President, or the Chair of INTECH. Any report of concern about conduct will be kept confidential to the extent possible and in a manner consistent with INTECH's responsibility to address the issue raised.

No one may retaliate against an employee or contractor who, in good faith, reports a real or potential contravention of the Code, or a violation of law or regulation. Anyone who provides information or assistance for an investigation is also protected. This means INTECH or its employees cannot suspend, discharge, harass, threaten or discriminate in any manner against any employee or contractor who in good faith makes a report to management or an external regulator.

Annual Acknowledgement of Compliance

All employees are required, as a condition of their employment, to read the Code of Conduct and to sign the Code of Conduct Employee Acknowledgement. The form is included with this policy and is to be signed and submitted to the President. New employees are required to read the Code of Conduct and sign the Acknowledgement at the commencement of employment.

CODE OF CONDUCT –EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the INTECH Code of Conduct. I have read the Code of Conduct and understand it. I agree to comply with the requirements outlined in the Code.

If any situation involving a conflict, potential conflict, or perceived conflict of interest or violation of the INTECH Code of Conduct occurs before the next annual certification of the Code, I will report it immediately, as directed by the Code.

I do not have any unreported and/or unapproved outside employment, nor do I engage in any activities that could conflict with my duties to INTECH or damage its reputation in any way.

I understand that a violation of the Code of Conduct may result in disciplinary action, including possible dismissal, and/or legal action.

EMPLOYEE Signature: _____

Date: _____

Name (please print): _____

CONFLICT OF INTEREST (COI)

Purpose

INTECH's Conflict of Interest (COI) guideline applies to all employees and its subsidiaries, and includes regular, contract and temporary employees working either full-time or part-time.

Our COI guideline is integral to the way we do business at INTECH and provides a framework for reference within our standards of business conduct when dealing with sometimes difficult and complex issues. This COI policy does not replace other established manuals or policies, but exists as an extension to these, to guide individual good judgment and to provide assurance for our clients with regards to ethical demands related to the nature of our business. INTECH will take all reasonable steps to identify and adequately manage actual, potential and perceived COI, which would entail any risk of damage to a Client's interest.

Definition

COI exists where the concerns or aims of two different parties are incompatible or is manifested by situations in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

In the capacity of conducting INTECH business, COI arises when an advisor has an affiliation or interest that will compromise, impair objectivity or have the appearance of compromising their impartiality, incentive or ability to fulfill their duties in relation to their engagement.

COI Areas for Concern

COI may arise in situations where:

- The advisor or advisory team has other interests or may be engaged in a capacity that might raise questions of bias, inappropriate use of confidential information or other impropriety;
- The advisor or advisory team has other duties, which may compromise their obligation to the client or potential client;
- The advisor or advisory team has the ability to compromise their obligation to their client or potential client by accessing information that may benefit them or other parties;
- The advisor or advisory team has the ability to compromise the interests of their client or potential client by potentially influencing or altering the outcome in a material way that will benefit the advisor or other parties.

Internal Management of COI

INTECH is committed to continuously improving prohibitive measures to ensure that actual, potential and perceived COI does not occur in the course of conducting business with our clients. Furthermore, INTECH's operational structure of advisory teams, processes and procedures for engaging clients, reporting of information as necessary to third parties, transmission of correspondence amongst the advisory team and the client(s), as well as the internal management reporting structure are all systematized to ensure maximum COI prohibitive measures.

Some of these safeguards include:

- Management overseeing the COI process is independent of the advisory teams;
- Independent management monitors and tracks all project appointments and transactions to insure there is no COI including conflict checks prior to engagement;

- Advisory teams on the same project operate independently of one another which may include separate office locations with geographical spread of distance;
- All paper and electronic correspondence and files for each project are maintained separately and secured;
- Commercially sensitive and proprietary information is maintained separately and secured;
- No information is shared between teams unless the information is available in the public domain or has been made available to all parties involved in the project;
- Confidentiality agreements are applied to all engagements and are signed by senior management responsible for COI oversight.
- Same project relationships will be disclosed to and consent obtained from all engaging parties to ensure informed consent. This will include:
 - A review and discussion of the nature and circumstances of the conflict;
 - An explanation of the potential competing interests;
 - A review of the reasonably foreseeable negative implications (if applicable).

External Management of COI

No INTECH individual shall knowingly promise, solicit or accept any direct or indirect compensation including acceptance of anything of value or to perform any other employment act, other than as permitted and authorized by all parties of the third party agreement. This includes:

- Receiving any additional direct or indirect compensation including the sharing of a brokerage fee or commission from an external party or service provider in the course of effecting project insurance;
- Appointing or securing an external party without full disclosure and approval by all parties to the Proposal Agreement.
- On request of the client, shall provide all contract parties with written confirmation from external parties and service providers that no direct or indirect compensation of any type is being provided to and for the direct benefit of INTECH for any specific transaction.

Conclusion

INTECH has developed this policy as the best approach to ensuring complete client peace of mind by minimizing exposure to COI issues during each engagement, thereby guaranteeing that the project's integrity is highly defensible. We encourage you to discuss with us any further concerns there may be as regards the protection of any privileged information accessed by INTECH during the course of the advisor-client relationship.

ANTI-BRIBERY & CORRUPTION POLICY

PURPOSE

INTECH's Anti-Bribery & Conspiracy Policy (AB&C) applies to all INTECH's employees, its subsidiaries and affiliates, its senior executives, financial officers, directors, agents and includes regular, contract and temporary employees working either full-time or part-time.

For the purpose of this policy a contractor, supplier, or third party is defined as an entity or individual who provides and receives payment for services or goods related to any aspect of INTECH business operations and includes contractors and subcontractors.

Our AB&C Policy is integral to the way we do business at INTECH and provides a framework for reference within our standards of business conduct and serves to further strengthen INTECH's policy of complying with all lawful requirements both domestic and foreign, applicable to the company's business set out in the Code of Conduct documents. This AB&C policy does not replace other established manuals or policies, but exists as an extension to these, to guide individual good judgment and to provide assurance for our clients with regards to ethical and lawful practices related to the nature of our business. This policy is intended to provide a level of awareness surrounding Canada's foreign anti-bribery law, the *Corruption of Foreign Public Officials Act (CFPOA)*, the *U.S. Foreign Corrupt Practices Act (FCPA)*, the *U.K. Bribery Act (UKBA)* and other anti-bribery laws in order to avoid inadvertent violations and to recognize potential issues in time for them to be addressed appropriately. A violation of anti-bribery laws can lead to severe civil and criminal penalties, therefore it is vital that we not only understand and appreciate the importance of this policy, but also comply with it in our daily work.

By adhering to this policy and the guidelines that follow, INTECH ensures that as a company, we comply with the provisions of Anti-Bribery / Corruption Laws and that we conduct our business in all countries consistent with INTECH's ethical standards. Furthermore, INTECH trusts in the integrity of its employees to comply with local and international Anti-Bribery / Corruption Laws and this policy.

DEFINITION

The Canadian *Corruption of Foreign Public Officials Act (CFPOA)*, the *U.S. Foreign Corrupt Practices Act (FCPA)*, the *U.K. Bribery Act (UKBA)* as well as other Anti-Bribery / Corruption laws in countries where INTECH operates are criminal statutes which prohibit the corrupt payment of money or giving of things of value, i.e., "bribes," to officials of a foreign government, foreign state-owned enterprises, public international organizations or foreign political parties, or to candidates for foreign political office, in order to obtain business or secure an improper advantage for INTECH.

Corruption is the misuse of public power for private profit, or the misuse of entrusted power for private gain.

Bribery is the direct or indirect offer, promise, or payment of cash, gifts, or even excessive entertainment or an inducement of any kind offered or given to a person in a position of trust to influence that person's views or conduct to obtain an improper advantage.

Neither bribery nor corruption is restricted to monetary or material benefit, but could also include intangible benefits such as status or information. Bribery and corruption can take many forms.

POLICY REQUIREMENTS

INTECH personnel and agents are strictly prohibited from offering, paying, promising, or authorizing any payment or other thing of value, to any person, directly or indirectly, through or to a third party, for the purpose of (i.e., in exchange for)

- Causing the person to act or fail to act leading to violation of a legal duty
- Causing the person to abuse or misuse their position or
- Securing an improper advantage, contract or concession for INTECH or any other party

To promote compliance with Anti- Bribery / Corruption laws in Canada, the United States, UK and other applicable jurisdictions, no INTECH personnel shall undertake any Improper Payment Activity in respect of a foreign official, a domestic official, or a person doing business in the private sector.

CONSEQUENCE OF POLICY VIOLATION

Failure to comply with this policy may result in disciplinary consequences up to and including termination of employment. In cases where the conduct violates applicable laws, rules and regulations, INTECH may also refer the matter to appropriate regulatory authorities, which could result in penalties, fines or imprisonment.

INTECH also reserves the right to terminate contractual relationships with any consultant or business associate, including joint ventures, as well as any other third party, who has contractually agreed to comply with this policy and has violated the policy. It is the responsibility of all INTECH employees who sign agreements on INTECH's behalf to ensure that the other party contractually agrees to comply with our policy.



ATTACHMENT 7



March 20, 2017

HOCHTIEF PPP Solutions North America Inc.
Roberto Friedrich
375 Hudson Street
6th floor
New York, NY 10014

Re: Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Kraemer North America, LLC (Kraemer) hereby confirm[s] that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP). Attachment A includes our current CDOT contracts and for full disclosure a current E-470 contract and contractual relationships with CDOT advisors.

Very Truly Yours,
Kraemer North America, LLC

A handwritten signature in blue ink, appearing to read 'BKB', with a long, sweeping underline that extends to the right.

Brian K Bellfi
Vice President



**Attachment A – Preliminary Organizational Conflicts of Interest Disclosure for
Kraemer North America, LLC (Formerly Edward Kraemer and Sons, Inc.)**

Current Contractual Relationships CDOT

Job Name: I-70 Vail Underpass CM/GC
Contract No.: STA 0702-327
Project Manager: Jacob Rivera (970) 328-9937
Kraemer North America has CIG under Contract

Job Name: I-25/Arapahoe Road Interchange Reconstruction CM/GC
Contract No.: STU 0252-429
Project Manager: Telecia McCline (303) 512-5204
Kraemer North America has CIG under Contract

Job Name: I-25/US 24 Cimarron Design-Build
Contract No.: IM 0252-423
Project Manager: Dave Watt (719) 227-3202
Kraemer North America has CIG under Contract

Current Contractual Relationships – Non-CDOT

Job Name: E-470 Widening Parker Road to Quincy Ave.
Owner: E470 Public Highway Authority
Contract No.: 15C201
Project Manager: Jim Brady (303) 537-3700

Additionally, Kraemer North America has open Teaming Agreements with Yeh, Pinyon, and Apex for other current pursuits but these agreements will not cause any conflict on Central 70 project.



ATTACHMENT 8

Memorandum



To: Roberto Friedrich, Vice President
HOCHTIEF PPP Solutions North America Inc
375 Hudson Street, 6th floor
New York, NY 10014

From: Kevin O'Brien, Managing Director
Bank of America Merrill Lynch
333 S. Hope Street, Suite 2310
Los Angeles, CA 90071

Date: March 23, 2017

Subject: Preliminary Organizational Conflicts of Interest Disclosures
with respect to the Central 70 Project

Other than as set out below, Bank of America Merrill Lynch hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Bank of America Merrill Lynch is currently engaged as a co-managing underwriter on the bond financing for the High-Performance Transportation Enterprise's C-470 Managed Lanes Project.

Bank of America, N.A., has two loans outstanding to High-Performance Transportation Enterprise, related to:

1. I-70 PPSL Project
2. I-25 North Express Lanes Project

Please do reach out if you have any questions about the disclosures above.

Sincerely,

A handwritten signature in black ink that reads "Kevin O'Brien". The signature is written in a cursive, flowing style.

Kevin O'Brien, Managing Director

Bank of America Merrill Lynch
333 S. Hope Street, Suite 2310
Los Angeles, CA 90071
Tel: 213.345.9576, Fax: 213.984.4074
k.o'brien@baml.com

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured * May Lose Value * Are Not Bank Guaranteed.



ATTACHMENT 9

March 21, 2017

Mr. Roberto Friedrich
HOCHTIEF PPP Solutions North America Inc.
375 Hudson Street
6th floor
New York, NY 10014
U.S.A.

RE: Organizational Conflict of Interest – Goodbee & Associates, Inc.

Dear Mr. Friedrich

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

In compliance with obligations under Part D, Section 1.3.1(b) of the ITP, Goodbee & Associates, Inc. is submitting this letter to inform FRMG of a potential conflict of interest of which we have become aware.

Other than as set out in the attached, Goodbee & Associates, Inc. hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP).

Goodbee & Associates, Inc. as a member of the FRMG team is part of several teams working on projects adjacent to the corridor including:

- Subconsultant to CH2M on Contract No. 201632012, On-call Program Management Agreement by the City and County of Denver for the National Western Center (“NWC Project”)
- Subconsultant to CH2M on Brighton Boulevard 29th to 44th (Brighton Blvd.)
- Subconsultant to Wilson & Company on Brighton Boulevard 44th to Race Court (Brighton Blvd.)
- Subconsultant to Merrick on Urban Drainage and Flood Control District’s Globeville Landing Outfall Project (“GLO Project”)

Given the City and County of Denver's and UCFD's involvement on the Project, Goodbee has provided a letter hereto as Schedule A) describing the conflict of interest mitigation plan that is in the process of being implemented by Goodbee.

We trust that the foregoing and attached is sufficient to comply with FRMG's obligations under the ITP related to a potential organizational conflict of interest. Please contact us should you require further information.

Sincerely,

GOODBEE & ASSOCIATES, INC.

A handwritten signature in black ink that reads "Lisa A. Goodbee". The signature is written in a cursive, flowing style.

Lisa A. Goodbee, P.E.

Date: 3/21/2017

Schedule A

See attached

NWC, Brighton Boulevard, and GLO PROJECT FIREWALL MITIGATION PLAN

Goodbee & Associates, Inc. is committed to acting with honesty and transparency in every project. Goodbee staff will not share any data/information obtained thru the course of working on the 70 Central Project with other projects in the surrounding area. Goodbee has established and is maintaining and monitoring project firewalls as “Information Barriers” (as defined in the Central 70 ITP). Goodbee’s Firewall Mitigation Plan includes:

- Specific Goodbee staff are committed to the 70 Central Project and currently not working on or accessing data from the NWC, Brighton Boulevard, or GLO Projects.
- Goodbee staff committed to 70 Central and the separate staff committed to NWC, Brighton, and GLO Projects are taking reasonable steps necessary to protect confidential information from disclosure between the two teams. Staff will immediately advise Goodbee of any unauthorized disclosure of confidential information.
- Project data is physically separated in our server with restricted access to the 70 Central Project to specific Goodbee staff members.



ATTACHMENT 10



Mr. Roberto Friedrich
Front Range Mobility Group
c/o HOCHTIEF PPP Solutions North America Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

RE: Central 70 – ACS Organizational Conflict of Interest

Dear Mr. Friedrich,

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as previously disclosed to FRMG in respect of the hiring by ACS Infrastructure Development, Inc. ("ACSID") of Seyedali Ghaemmaghami, which ACSID does not consider an actual or potential organizational conflict of interest, but has provided for the purpose of full disclosure, ACSID hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it and its Financially Responsible Party, ACS Servicios y Concesiones, S.L., are not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

Date: March 27, 2017

Authorized Signature:

A handwritten signature in blue ink, appearing to be "Nuria Haltiwanger", written over a horizontal line.

Name: Nuria Haltiwanger, Chief Executive Officer



ATTACHMENT 11

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

John Laing Investments Limited and John Laing Group plc hereby confirm that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

John Laing Investments Limited and John Laing Group plc have however had / continue to have engagements with certain of the entities as listed in the ITP (namely Macquarie Capital, Atkins, Altus Group Limited, Freshfields Bruckhaus Deringer US LLP and KPMG LLP), but that such engagements are unrelated to the C70 procurement and as such are not deemed to constitute an actual or potential conflict of interest.

Date: 27 March 2017

Authorized Signature:



Name: Carolyn Cattermole

John Laing Investments Ltd
1 Kingsway
London
WC2B 6AN

Tel: +44 (0)20 7901 3200
Fax: +44 (0)20 7901 3520

www.laing.com



ATTACHMENT 12



CH2M
9191 South Jamaica Street
Englewood CO 80112
www.ch2m.com

March 24, 2017

Keith Armstrong
Vice President
Flatiron Construction
385 Interlocken Crescent Boulevard, Suite 900
Broomfield, CO 80021

Re: CH2M HILL ENGINEERS, INC.

Organizational Conflicts of Interest Disclosure
Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as previously disclosed to FRMG on June 11, 2015 and March 7, 2017 and as set out in the attached, CH2M HILL ENGINEERS, INC. confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

CH2M HILL ENGINEERS, INC.

Authorized Signature: _____

Name: Christine M. Bisio, PE

Title: Vice President, Design Manager-Central 70 Project



June 11, 2015

Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
(720) 248-8544
DOT_I70EProject@state.co.us

Re: **CH2M HILL Engineers, Inc.**
Organizational Conflicts of Interest Disclosure (final submittal)
Request For Qualifications to Design, Build, Finance, Operate and Maintain the I-70 East Project

Reference is made to Section 5.3 (Organizational Conflicts of Interest and Limitations on Proposer Team Membership) of Part B of the Request for Qualifications (RFQ) issued on March 25, 2015 to Design, Build, Finance, Operate and Maintain the I-70 East Project (the "Project").

CH2M HILL Engineers, Inc., as Lead Engineer, does not believe it has any Organizational Conflicts of Interest relating to the Project, as defined in Section 5.3 of Part B of the RFQ, however, in the interest of full disclosure, we want to advise the Procuring Authorities of certain projects and relationships that exist with our firm as further described in in Attachment A.



**Attachment A – Final Organizational Conflicts of Interest Disclosure for
CH2M HILL Engineers, Inc.**

	Disclosure	Relevant facts	Comments
1	Brighton Boulevard Project	CH2M HILL performed a corridor study on Brighton Boulevard from 29 th north to the City limits for the City and County of Denver (CCD) from the Summer of 2013 to the Spring of 2014. Subsequent to that, CH2M HILL performed Preliminary Design services from the Summer of 2014 to the present on the section of Brighton Boulevard from 29 th Street to 44 th Street (just south of the I-70 interchange). CH2M HILL is in negotiations to performed Final Design services on that same section of road starting this summer thorough the end of 2015. Construction will occur in 2017.	The work CH2M HILL has and continues to perform on Brighton Boulevard has not contained the I-70 Interchange with Brighton since it was understood that would be covered by CDOT’s I-70 project. As a result, CH2M HILL’s efforts contained no work in the I-70 project limits and CH2M HILL gained no competitive advantages for the I-70 project from our work on Brighton Boulevard.
2	CH2M HILL project team member (Michelle Pinkerton) is related to Brian Pinkerton (Spouse), who works for the City and County of Denver (CCD) as the Major Projects Director	Brian Pinkerton is in charge of managing staff working on major projects for the CCD (see attached letter dated March 18,2015 for specific duties)	Brian has gone before the ethics committee at the CCD regarding the I-70 East Project and the ethics recommendation has found that his relationship with spouse is not a Conflict of Interest (per attached March 18, 2015 letter). Also, the ethics recommendation has been shared with CDOT.
3	CH2M HILL is the prime consultant for the Peoria Crossing Design Build Project procured for the CCD.	CH2M HILL performed the environmental document, preliminary engineering and procurement documents and was the owners (CCD) oversight manager for the final design and construction of the project. The limits of the improvement of this project is from just south of 33 rd Ave to 39 th Ave (just south of I-70). The RFQ states that the replacement of the Peoria structure over I-70 is estimated to be included in the I-70 East SOW.	The Peoria Crossing DB project was procured by CCD. The construction of the project is essentially complete and open to traffic. There are no ties with this project and the I-70 East project as the improvement for this project ends south of the I-70 Interchange.



4	Meeting facilitation for Colorado Blvd and Steele/Vasquez I-70 Interchanges.	CH2M HILL (one staff member) facilitated a one day meeting that included CDOT, CCD and Commerce City elected officials and staff. This meeting discussed the interchange of I-70 at Colorado Blvd and the Steele/Vasquez interchange.	This meeting was requested by CDOT to bring various stakeholders together for discussions purposes. This effort was encompassed in the publically available SDEIS and CH2M HILL gained no competitive advantages for the I-70 project.
5	City and County of Denver (CCD) National Environmental Policy Act (NEPA) training and advisory services.	CH2M HILL provided National Environmental Policy Act (NEPA) training for CCD staff in preparation of CCD's review of the I-70 East EIS.	These training services were requested by CCD to help their staff and City Council navigate the environmental impact statement (EIS) process, which was new to many CCD staff. CH2M HILL provided advice on effective processes for participating in the NEPA process but did not advise CCD on any details of the I-70 East project. CCD's comments on the SDEIS are publicly available, and CH2M HILL gained no competitive advantages for the I-70 project.
	City and County of Denver(CCD) On-Call Services Contract	CH2M HILL has an on-call service contract with CCD for projects throughout the City for various professional services which may or may not cross the I-70 project boundaries.	CH2M HILL will review each project opportunity carefully to ensure work under this service contract does not constitute a COI with the I-70 proposal or project.



CH2M
9191 South Jamaica Street
Englewood, CO 80112
www.ch2m.com

Keith Armstrong
Vice President
Flatiron Construction
385 Interlocken Crescent Boulevard
Suite 900
Broomfield, CO 80021

March 7, 2017

Subject: Central 70 Project Conflict of Interest Mitigation Plan

Dear Mr. Armstrong,

As you are aware, CH2M Hill Engineers, Inc. ("CH2M") was awarded Contract No. 201632012, On-call Program Management Agreement for the National Western Center ("NWC Project"). Additionally, CH2M is currently engaged in on-going procurement processes with the Colorado Department of Transportation Central 70 Project ("Central 70 Project").

CH2M is fully committed to acting with integrity and faithfulness in every project. In that spirit, CH2M recognizes that a potential organizational conflict of interest exists in its work on both the NWC Project and the Central 70 Project. Specifically, without any mitigation, CH2M recognizes there is the potential for CH2M and its employees to have unequal access to information that could advantage CH2M and its consortium team members in their pursuit of the Central 70 Project.

In compliance with its company policies related to Ethics and Business Conduct, CH2M is committed to ensuring openness and transparency, as well as protecting its clients' interests and reputations.

Therefore, CH2M is in the process of establishing and will maintain, and monitor project firewalls as "Information Barriers" (as defined in the Central 70 ITP) between the CH2M NWC Project team and the Central 70 Project team. CH2M has successfully implemented these firewall procedures on other projects.

CH2M recognizes that you have discretion as to the safeguards required to mitigate the impact of potential conflicts of interest. With this in mind, CH2M remains committed to working with you to develop any additional mitigation strategies you or the Procuring Authorities feel may benefit the Front Range Mobility Group (FRMG) and the Procuring Authorities for Central 70 and incorporating them into this Plan. This firewall mitigation plan ("Firewall Mitigation Plan" or "Plan") is set out below.

Firewall Mitigation Plan National Western Center and Central 70	
Affected Projects	This protocol is applicable to the NWC Project and Central 70 Project.
Affected Employees	<p>Employees affected by this protocol are CH2M and affiliated employees engaged in the performance of duties on either project.</p> <p>Affected Employees within CH2M will be notified of this protocol and of their own obligation to implement and enforce this ethical barrier. Employees working on the Central 70 procurement will be required to acknowledge the firewall and sign the attached certification. Employees working on the NWC Project have already acknowledged the firewall and signed a certification in substantially the same form as that which is attached.</p>
Project Separation	<p>CH2M employees engaged in the NWC Project Services will be prohibited from supporting the Central 70 Project procurement.</p> <p>All employees involved in either of these efforts, including administrative staff supporting either initiative, will be briefed regarding this restriction and project-specific communications and data will be fire-walled.</p>
Communication and Documentation Restrictions	CH2M will lock down project data thereby prohibiting electronic and physical access between affected employee teams providing services to documents or information transmitted through approved communication protocols.
Training and Audit Functions	<p>CH2M will create training and auditing procedures to ensure that the Firewall Mitigation Plan is being carried out properly and is working effectively.</p> <p>CH2M will monitor compliance with this plan, update the personnel who are required to execute non-disclosure certifications, brief additional employees as necessary, notify clients of concerns, and take disciplinary action against any employees who violate the plan, as appropriate.</p>
Confidentiality Agreement	<p>CH2M will impose ethical obligations not to communicate with affected employees on other affected project team or access screened documents or information.</p> <p>These obligations are documented in the attached Certifications of Non-disclosure.</p>
Timeline	<p>This Firewall Mitigation Plan will remain in effect until CH2M's engagements in the NWC Project and Central 70 Project are complete.</p> <p>The confidentiality obligations will continue to apply until acknowledged by FRMG to release or until information becomes available in the public domain.</p>

Regards,

CH2M Hill Engineers, Inc.

Christine M. Bisio, PE
Vice President
Design Manager – Central 70 Project

**CH2M
Certification of Non-Disclosure**

I understand that in the course of my duties and responsibilities in connection with this assignment in relation to the Central 70 Project, I could potentially be exposed to information developed by or provided by Front Range Mobility Group, or other third parties in connection with the performance of my work, including, but not necessarily limited to, reports of a financial, scheduling or technical nature. I agree not to disclose such information to any individual or organization who does not have an official need to know, including, but not limited to other CH2M employees.

I further agree not to accept any information that would violate CH2M HILL Ethics & Business Conduct Policy, including any information in relation to the NWC Project. This includes information developed by Front Range Mobility Group that is provided by others but was not authorized for release or that was not available in the public domain.

I understand my obligation not to disclose Front Range Mobility Group information or to accept any information that would violate CH2M HILL Ethics & Business Conduct Policy described herein does not terminate upon the completion of my performance or any other action. I further understand I may not disclose such information to individuals or organizations without an official need to know, unless Front Range Mobility Group approves such authorization in writing in advance of such disclosure.

I acknowledge that failure to comply with these conditions set forth above regarding my obligation not to disclose information may result in disciplinary action, including termination of employment.

Signature

Date

Printed Name

Company/Organization



CDOT
1560 Broadway
Denver
Colorado 80202 United States
Ph. +1 303 7579965

MAIL TYPE	MAIL NUMBER	REFERENCE NUMBER
General Correspondence	CDOT-GNC-000780	HTPPPSNA-GNC-000117

Re: Central 70 - Potential Organizational Conflict of Interest Submission CH2M

From: Central 70 Project - CDOT
To: Mr Roberto Friedrich - HOCHTIEF PPP Solutions North America Inc.
Cc (2): Mr Nicholas Farber - CDOT
Tony Devito - CDOT
Sent: Thursday, 9 March 2017

MESSAGE

Dear Mr. Friedrich,

Thank you for bringing this matter to the Procuring Authorities' attention. We acknowledge receipt of the conflict of interest mitigation plan set forth by CH2M Hill Engineers, Inc. ("CH2M") in Schedule A of the Potential Organizational Conflict of Interest letter submitted on March 8, 2017, and accept the proposed mitigation plan subject to the following protocols being implemented:

- (i) No personnel from CH2M participating in the Central 70 Project will participate in the On-Call Program Management Agreement by the City and County of Denver for the National Western Center ("NWC Project");
- (ii) Information barriers will be put in place to prevent cross-sharing of any information regarding the Central 70 Project between personnel from CH2M participating in the Central 70 Project and personnel from CH2M participating in the NWC Project; and
- (iii) Personnel from CH2M participating in either the Central 70 Project or the NWC Project will sign confidentiality agreements acknowledging that sharing of any information in relation to the Central 70 Project is prohibited and violation thereof will result in disciplinary actions, including possible termination of employment.

Front Range Mobility Group shall ensure that all of the conditions specified above are met throughout the procurement process.

We thank you for your continued interest in the Central 70 Project.

Kind Regards,

Central 70 Project

From: R Friedrich
Sent: 3/8/17 3:29:24 PM MST (GMT -07:00)
To: Central 70 Project
Cc: yuri estrada, Mike Fishbein, Roberto Friedrich, Noah Jolley, Rachel Sharp, Steve Taylor, Melissa Woo
Mail Number: HTPPPSNA-GNC-000117
Subject: Central 70 - Potential Organizational Conflict of Interest Submission CH2M

Nick,
please find attached a Potential Organizational Conflict of Interest Submission for FRMG Team Member CH2M.
Best regards,

Roberto Friedrich

Proposer Representative
FRONT RANGE MOBILITY GROUP



ATTACHMENT 13



Deloitte Tax LLP
M&A Transaction Services

30 Rockefeller Plaza
New York, NY 10112
U.S.A

Tel: +1 212 436 4383

www.deloitte.com

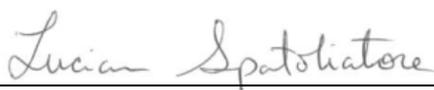
Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

In connection with Deloitte Tax LLP's engagement team members performance of services for the Consortium (as defined herein), Deloitte Tax LLP, who is engaged by ACS Infrastructure Development, Inc., HOCHTIEF PPP Solutions North America, Inc., HOCHTIEF PPP Solutions GmbH, AECOM Capital, Inc. John Laing Investments Limited and John Laing (USA) Limited (collectively, the "Consortium") hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, that it is not aware of the existence of any potential or actual organizational conflict of interest defined as follows in the RFP, "Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage" with respect to such engagement team members.

It is understood that the Deloitte Entities, any member firm of Deloitte Touche Tohmatsu Limited, or any of their respective affiliates may be engaged to provide services to other parties (including other bidders and potential sources of financing) related to the Central 70 Project. Deloitte Tax LLP has established ethical walls and confidentiality safeguards so that the engagement team providing the services to the Consortium would be separate from any engagement team providing services to such other parties, if any.

Date: March 24, 2017

Authorized Signature: 

Name: Lucian Spatoliatore



ATTACHMENT 14



CH2M
9191 S. Jamaica Street
Englewood, CO 80112
www.ch2m.com

March 24, 2017

Keith Armstrong
Vice President
Flatiron Construction
385 Interlocken Crescent Boulevard, Suite 900
Broomfield, CO 80021

Re: **CH2M HILL Companies, Ltd**

Organizational Conflicts of Interest Disclosure

Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as previously disclosed to FRMG on June 11, 2015 and as set out in the attached, CH2M HILL Companies, Ltd confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

CH2M HILL Companies, Ltd

Authorized Signature: _____

Name: _____ Ronald C. Crumm

Title: _____ Contracts Manager



June 11, 2015

Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
(720) 248-8544
DOT_I70EProject@state.co.us

Re: **CH2M HILL Companies, Ltd**
Organizational Conflicts of Interest Disclosure (final submittal)
Request For Qualifications to Design, Build, Finance, Operate and Maintain the I-70 East Project

Reference is made to Section 5.3 (Organizational Conflicts of Interest and Limitations on Proposer Team Membership) of Part B of the Request for Qualifications (RFQ) issued on March 25, 2015 to Design, Build, Finance, Operate and Maintain the I-70 East Project (the "Project").

CH2M HILL Companies, Ltd, as Financial Responsible Party for CH2M HILL Engineers, Inc., does not believe it has any Organizational Conflicts of Interest relating to the Project, as defined in Section 5.3 of Part B of the RFQ, however, in the interest of full disclosure, we want to advise the Procuring Authorities of certain projects and relationships that exist with our firm as further described in in Attachment A.



**Attachment A – Preliminary Organizational Conflicts of Interest Disclosure for
CH2M HILL Companies, Ltd**

	Disclosure	Relevant facts	Comments
1	Brighton Boulevard Project	CH2M HILL performed a corridor study on Brighton Boulevard from 29 th north to the City limits for the City and County of Denver (CCD) from the Summer of 2013 to the Spring of 2014. Subsequent to that, CH2M HILL performed Preliminary Design services from the Summer of 2014 to the present on the section of Brighton Boulevard from 29 th Street to 44 th Street (just south of the I-70 interchange). CH2M HILL is in negotiations to performed Final Design services on that same section of road starting this summer thorough the end of 2015. Construction will occur in 2017.	The work CH2M HILL has and continues to perform on Brighton Boulevard has not contained the I-70 Interchange with Brighton since it was understood that would be covered by CDOT’s I-70 project. As a result, CH2M HILL’s efforts contained no work in the I-70 project limits and CH2M HILL gained no competitive advantages for the I-70 project from our work on Brighton Boulevard.
2	CH2M HILL project team member (Michelle Pinkerton) is related to Brian Pinkerton (Spouse), who works for the City and County of Denver (CCD) as the Major Projects Director	Brian Pinkerton is in charge of managing staff working on major projects for the CCD (see attached letter dated March 18,2015 for specific duties)	Brian has gone before the ethics committee at the CCD regarding the I-70 East Project and the ethics recommendation has found that his relationship with spouse is not a Conflict of Interest (per attached March 18, 2015 letter). Also, the ethics recommendation has been shared with CDOT.
3	CH2M HILL is the prime consultant for the Peoria Crossing Design Build Project procured for the CCD.	CH2M HILL performed the environmental document, preliminary engineering and procurement documents and was the owners (CCD) oversight manager for the final design and construction of the project. The limits of the improvement of this project is from just south of 33 rd Ave to 39 th Ave (just south of I-70). The RFQ states that the replacement of the Peoria structure over I-70 is estimated to be included in the I-70 East SOW.	The Peoria Crossing DB project was procured by CCD. The construction of the project is essentially complete and open to traffic. There are no ties with this project and the I-70 East project as the improvement for this project ends south of the I-70 Interchange.



4	Meeting facilitation for Colorado Blvd and Steele/Vasquez I-70 Interchanges.	CH2M HILL (one staff member) facilitated a one day meeting that included CDOT, CCD and Commerce City elected officials and staff. This meeting discussed the interchange of I-70 at Colorado Blvd and the Steele/Vasquez interchange.	This meeting was requested by CDOT to bring various stakeholders together for discussions purposes. This effort was encompassed in the publically available SDEIS and CH2M HILL gained no competitive advantages for the I-70 project.
5	City and County of Denver (CCD) National Environmental Policy Act (NEPA) training and advisory services.	CH2M HILL provided National Environmental Policy Act (NEPA) training for CCD staff in preparation of CCD's review of the I-70 East EIS.	These training services were requested by CCD to help their staff and City Council navigate the environmental impact statement (EIS) process, which was new to many CCD staff. CH2M HILL provided advice on effective processes for participating in the NEPA process but did not advise CCD on any details of the I-70 East project. CCD's comments on the SDEIS are publicly available, and CH2M HILL gained no competitive advantages for the I-70 project.
	City and County of Denver(CCD) On-Call Services Contract	CH2M HILL has an on-call service contract with CCD for projects throughout the City for various professional services which may or may not cross the I-70 project boundaries.	CH2M HILL will review each project opportunity carefully to ensure work under this service contract does not constitute a COI with the I-70 proposal or project.



ATTACHMENT 15

Organizational Conflict of Interest

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out in Appendix I, Mazars Global Infrastructure (US) LLC hereby confirms that, as of the date of the Preliminary Organizational Conflict of Interest Disclosure, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP).

Date: March 27, 2017

Authorized Signature:



Name:

Jerome Devillers

Appendix I

Mazars Global Infrastructure (US) LLC (“MGIUS”) has informed ACS Infrastructure Development, Inc., Hochtief PPP Solutions North America Inc., AECOM Capital and John Laing Investments Limited acting through its bidding entity John Laing (USA) Limited (the “Consortium”) that it will provide model audit services to a different bidder on the Central 70 project.

The Consortium acknowledges and accepts the fact that MGIUS will serve as an advisor of another bidding team for the Project. MGIUS will put in place ethical safeguards to maintain and preserve our independence and enable us to provide our services without any risk of information being inadvertently disclosed to the other party. MGIUS confirms to the Consortium that:

- Separate teams will be used for each client, with geographical separation between them. The project manager and partner in one office will only work for one client.
- Separate reporting lines will be maintained to different partners/directors.
- Members of each internal team will be asked to sign confidentiality agreements.
- Your electronic data will be stored in protected files with access only to your team, including for partners.

Mazars Global Infrastructure (US) LLC is owned by Mazars LLP, a UK partnership part of the Mazars Group. As a professional services firm Mazars LLP’s work (and those of subsidiaries, including Mazars Global Infrastructure (US) LLC) is regulated by the Institute of Chartered Accountants in England and Wales (ICAEW). The ICAEW have a Code of Ethics which applies to Mazars LLP and all partners and employees of the firm. The ICAEW code is largely derived from the International Federation of Accountants (IFAC) Code of Ethics and we comply with both. In considering whether it would be appropriate for us to work with a potential party on any project we remain vigilant to the possibility of conflicts of interest arising in the work that we perform, as these may pose a threat to our objectivity. We evaluate the significance of any threats before accepting engagements.

**FRONT RANGE MOBILITY GROUP
POTENTIAL ORGANIZATIONAL CONFLICT OF
INTEREST SUBMISSION
(Part of Proposer Update Submission No. 3)
March 31, 2017**

HOCHTIEF PPP Solutions GmbH – Organizational Conflict Disclosure Submission

March 31, 2017

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out below, HOCHTIEF PPP Solutions GmbH hereby confirms that, as of the date hereof, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP).

Column 1	Actual or Potential Organizational Conflict of Interest
<p>HOCHTIEF PPP Solutions GmbH as Financially Responsible Party for Lead Operator HOCHTIEF PPP Solutions North America, Inc.</p>	<p>HOCHTIEF PPP Solutions GmbH (“HOCHTIEF GmbH”) has had a business relationship with the following parties on past projects and for advice with respect to general corporate matters unrelated to the Central 70 Project:</p> <p>Freshfields Bruckhaus Deringer, Berlin Freshfields Bruckhaus Deringer, Hamburg Freshfields Bruckhaus Deringer, Frankfurt Freshfields Bruckhaus Deringer, Munich KPMG Rechtsanwaltsgesellschaft mbH, Düsseldorf Atkins Limited Epsom Surrey, UK</p> <p>Such parties have not been engaged by HOCHTIEF GmbH, in any capacity, to provide advice or assistance respecting either the Central 70 Project or HOCHTIEF GmbH's or Front Range Mobility Group's participation in the Central 70 procurement process.</p>

**FRONT RANGE MOBILITY GROUP
POTENTIAL ORGANIZATIONAL CONFLICT OF
INTEREST SUBMISSION
APRIL 5, 2017**



Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E. Arkansas Ave., Room 230
Denver, CO 80222
Transmitted via aconex

April 5, 2017

Regarding: Central 70 Project (the "Project") - Potential Organizational Conflict of Interest

Dear Mr. Farber,

Reference is made to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended from time to time, the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

This letter is in response to the letter dated April 3, 2017 (the "**Letter**") that you sent on behalf of the High Performance Transportation Enterprise and the Colorado Bridge Enterprise (together the "**Procuring Authorities**") regarding the potential organizational conflict of interest in the recent hire of Michael Duhaime by ACS Infrastructure Canada Inc. ("**ACSIC**"), an affiliate of ACS Infrastructure Development, Inc. ("**ACSID**"), an Equity Member of Front Range Mobility Group ("**FRMG**"). We thank the Procuring Authorities for their Letter and respect the need for boundaries to avoid any conflict from arising. In compliance with its obligations under Part D, Section 1.3.1(b) of the ITP and consistent with FRMG's past practice in similar circumstances, FRMG was in process of preparing correspondence to advise the Procuring Authorities of the potential organizational conflict of interest related to Mr. Duhaime's impending employment, details of which are further described below, when we received the Letter.

The relevant facts relating to the potential organizational conflict of interest are as follows: Michael Duhaime was recently made an offer of employment by ACSIC and accepted such offer of employment with an expected start date of May 8, 2017. Mr. Duhaime, formerly served as Finance Director for Kiewit Development Company ("**Kiewit**"), a member of Kiewit/Meridiam Partners (another Proposer).

Pursuant to Part D, Section 1.3.1(b) of the ITP, proposers are required to submit to the Procuring Authorities information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest at any time during the Restricted Contact Period, as soon as such conflict is discovered. CFR defines organizational conflict of interest as "[...] because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

ACSID has taken steps to ensure that, while employed by ACSIC, Mr. Duhaime, is not involved in any way in, nor will he have access to any information having to do with, FRMG's submission for the Project and further confirm that: 1. Mr. Duhaime will not participate in the planning or development of the proposal FRMG intends to submit for the Project. 2. Mr. Duhaime will not be included in the proposal FRMG intends to submit for the Project, 3. ACSIC and ACSID will prohibit cross-sharing of any information regarding the Project between Mr. Duhaime and FRMG with certain Information Barriers, a description of which is set forth in the attached Appendix A, and 4. upon accepting his employment at ACSIC, Mr. Duhaime executed an employment letter in which he confirmed that he would adhere to any confidentiality obligations previously agreed to under his previous employer and, upon commencing his employment will receive and accept the ACSIC Code of Conduct, which explains confidentiality requirements for employees, disciplinary actions if any such requirements are violated, and which addresses the topics that would otherwise be covered in a non-disclosure agreement; on this basis we will not be asking Mr. Duhaime to execute an NDA as requested. Relevant extracts from each of the employment letter and ACSIC Code of Conduct can be provided by ACSID to the Procuring Authorities on a confidential basis, if necessary.

FRMG agrees to ensure that the above conditions are met throughout the procurement process.

Front Range Mobility Group

c/o/ HOCHTIEF PPP Solutions North America Inc. , 375 Hudson Street, 6th floor, New York, NY 10014



Separately, FRMG can confirm that no confidential or proprietary information has been disclosed by Mr. Duhaime.

We trust that the foregoing is sufficient to comply with FRMG's obligations under the ITP related to a potential organizational conflict of interest. However, please do contact us should you require further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Roberto Friedrich".

Roberto Friedrich
Official Representative
Front Range Mobility Group

Appendix A

The ACS Finance Department utilizes a shared server folder named "acscg-finance" to share, access, create, and edit files/documents. The shared folder is further broken down into individual folders that contain files/documents of each project. Access rights to each server folder are provided individually to employees, only at the request of Department leads. The "acscg-finance" folder does not contain the "c70" working folder. The "c70" folder was removed and placed within its own folder on the server named "acscg-finance-c70" and Mr.Duhaime will not be provided access to this folder.

B. Part 2



CONNECTING COMMUNITIES

Administrative and Technical Proposal

1.3. B. Organizational Conflict of Interest Disclosure Submission

We refer to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “RFP”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out below and/or in the attached, Front Range Mobility Group (“FRMG”) and its members hereby confirm that, as of the date of the Administrative and Technical Proposal, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP) not previously disclosed by FRMG.

Part 1: Core Proposer Team Members

Company	Actual or Potential Organizational Conflict of Interest not disclosed previously by FRMG
1. Equity Members	
ACS Infrastructure Development, Inc. (25)%	None
HOCHTIEF PPP Solutions North America, Inc. (25)%	Attachment 1
AECOM Capital, Inc. (25)%	None
John Laing Investments Limited (25)%	None
2. Lead Contractor	
Flatiron Constructors, Inc. (40)%	None
Dragados USA, Inc. (30)%	None
AECOM Energy & Construction, Inc. (30)%	None
3. Lead Engineer	
CH2M HILL Engineers, Inc. (70)%	None
AECOM Technical Services, Inc. (30)%	None
4. Lead Operator	
ACS Infrastructure Development, Inc. (37.5)%	None
HOCHTIEF PPP Solutions North America, Inc. (37.5)%	Attachment 1

Company	Actual or Potential Organizational Conflict of Interest not disclosed previously by FRMG
AECOM Capital, Inc. (25)%	None
5. Financially Responsible Parties	
ACS Servicios y Concesiones, S.L. for Equity Member ACS Infrastructure Development, Inc.	None
HOCHTIEF Aktiengesellschaft for Equity Member HOCHTIEF PPP Solutions North America, Inc.	None
HOCHTIEF PPP Solutions GmbH for Lead Operator HOCHTIEF PPP Solutions North America, Inc.	None
HOCHTIEF USA, Inc. for Lead Contractor Flatiron Constructors, Inc.	None
Dragados, S.A. for Lead Contractor Dragados USA, Inc.	None
John Laing Group plc for Equity Member John Laing Investments Limited	None
CH2M Hill Companies, LTD for Lead Engineer for CH2M HILL Engineers, Inc.	None
AECOM for Equity Member and Lead Operator AECOM Capital, Inc., Lead Contractor AECOM Energy & Construction, Inc., Lead Engineer AECOM Technical Services, Inc.	None

Part 2: Other Proposer Team Members

Company	Actual or Potential Organizational Conflict of Interest not disclosed previously by FRMG
1. Financial Advisors to Proposer	
CIBC World Markets Corp.	None
SG Americas Securities, LLC	None
Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Bank of America Merrill Lynch")	None
Piper Jaffray & Co.	None
2. Legal Advisors	
To Proposer: Mayer Brown LLP	None
To Proposer: Butler Snow LLP	None
To Lenders: Pillsbury Winthrop Shaw Pittman LLP Dinsmore & Shohl LLP	None None
Other: DLA Piper (Canada) LLP [to DBJV]	None
Other: Ryley, Carlock & Applewhite [To DBJV]	None
Other: Berg Hill Greenleaf Ruscitti LLP [To DBJV]	Attachment 2
3. Technical Advisor to Lenders	
Infrata Limited	None
4. Insurance Advisors	
To Proposer: Willis of Texas Inc.	None
To Lenders: INTECH Risk Management Inc.	None

Company	Actual or Potential Organizational Conflict of Interest not disclosed previously by FRMG
5. Consultants	
Deloitte Tax LLP (Tax advisor)	None
Mazars Global Infrastructure (US) LLC	None
Asset Management Associates (O&M advisor)	None
Pillar, Inc. (O&M advisor)	None
TranSystems Corporation (O&M advisor)	None
Tetra Tech EBA Inc. (O&M advisor)	None
C&M Associates Inc. (Traffic Advisor)	None
PBC Consult (Proposal Advisor)	None
RNL Design (Urban Designers and Landscape Architects)	None
Valerian LLC (Landscape Architects)	None
Transportation Resources Services, Inc. (TRS Corp) (Right of Way Consultant)	None
Goodbee & Associates, Inc. (Utilities Consultant)	None
GEI Consultants, Inc. (Support of Excavation Technical Consulting)	None
Geocal Inc. (Geotechnical Testing)	None
Applied Pavement Technologies Inc. (Pavement Design)	None
All Traffic Data Services Inc. (Traffic Counts)	None
6. Sub-contractors	
Kraemer North America, LLC (Structures)	None
BT Construction, Inc. (Utilities)	None

June 1, 2017



Company	Actual or Potential Organizational Conflict of Interest not disclosed previously by FRMG
Interstate Highway Construction Inc. (Concrete, Pavements)	None
WL Contractors, Inc. (traffic signal, ITS, and CCTV)	None
Raba Kistner Infrastructure, Inc.(Quality)	None
Vivid Engineering Group, Inc. (Quality)	None
JWBale Inc. (Quality)	None
Communication Connections Consulting, LLC (Public Information)	None



Administrative and Technical Proposal

1.3. B. Organizational Conflict of Interest Disclosure Submission Attachment 1

HOCHTIEF PPP Solutions North America, Inc.

Office Toronto:
2 Bloor Street East, Suite 701
Toronto, ON M4W 1A8
Canada

Phone: 647 259 3740
Fax: 647 259 3741

Office New York:
375 Hudson Street, 6th Floor
New York, NY 10014
USA

Phone: 212 229 6479
Fax: 212 229 6416

June 1, 2017

High Performance Transportation Enterprise and Colorado Bridge Enterprise
c/o High Performance Transportation Enterprise
4201 East Arkansas Avenue
Denver, Colorado 80222
Attn: Keith Stefanik, Procuring Authorities' Contact Person

**Re. Actual or Potential Organizational Conflict of Interest
in connection with the Central 70 Project**

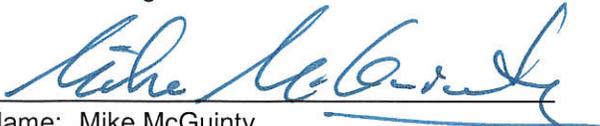
We, Mike McGuinty, in my capacity as President, and Cecil Kramer, in my capacity as Secretary of HOCHTIEF PPP Solutions North America, Inc. (the "Company"), a member of the Lead Operator in Front Range Mobility Group, and not in our personal capacities, deliver this letter pursuant to the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15 and 29, 2015 (as amended by Addendum Nos. 1, 2, 3, 4, 5, and 6 (such Addendum No. 6 being the "Final RFP") thereto, and by Addendum No. 1 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 and April 25, 2017 (collectively, the "RFP Addenda"), the "RFP"). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out below and as previously disclosed in the Preliminary Organizational Conflict of Interest Disclosure, the Company hereby confirms that, as of the date hereof, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term "organizational conflict of interest" is defined in the RFP).

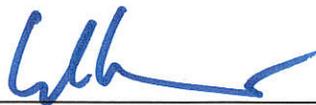
The Company has had a business relationship with WS Atkins International Limited ("WS Atkins") on past projects unrelated to the Central 70 Project:

WS Atkins has not been engaged by the Company, in any capacity, to provide advice or assistance respecting either the Central 70 Project or the Company's or Front Range Mobility Group's participation in the Central 70 procurement process.

Yours sincerely,
for **HOCHTIEF PPP Solutions North America, Inc.**
Authorized Signatures:


Name: Mike McGuinty

Title: President and Treasurer


Name: Cecil Kramer

Title: Secretary



Administrative and Technical Proposal

1.3. B. Organizational Conflict of Interest Disclosure Submission Attachment 2



BERG HILL
GREENLEAF RUSCITTI^{LLP}

Giovanni M. Ruscitti
Managing Partner

Email: gmr@bhgrlaw.com

May 25, 2017

Front Range Mobility Group
c/o Roberto Friedrich, Vice President
HOCHTIEF PPP Solutions North America, Inc.
375 Hudson Street, 6th Floor
New York, NY 10014

Re: *Organizational Conflict of Interest*

Dear Mr. Friedrich:

This letter is provided in connection with the Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued September 15, 2015, and September 29, 2015 (as amended, the “**RFP**”). Capitalized terms used but not defined herein have the meanings given to them in the RFP.

Other than as set out in the chart found on page 2 of this letter, Berg Hill Greenleaf Ruscitti LLP (“**BHGR**”) hereby confirms that, as of the date of the Technical Proposal Deadline, it is not aware of the existence of any other potential or actual organizational conflict of interest (as the term “organizational conflict of interest” is defined in the RFP).

Sincerely,



Giovanni M. Ruscitti

Attachment

1330145

RELEVANT ENTITY	POTENTIAL CONFLICT	MITIGANTS IN PLACE
Skanska	BHGR represented Skanska in 2014 and provided general advice on a matter. One of BHGR's partners is currently an arbitrator for the AAA in a case involving Skanska	No conflict and appropriate conflict walls are in place with AAA arbitrator
Ch2Hill	BHGR has been adverse to Ch2Hill on several occasions.	No conflict
Kiewit	BHGR has been adverse to Kiewit on several occasions. One of BHGR's partners was an arbitrator for the AAA in a case involving Kiewit	No conflict and appropriate conflict walls are in place with AAA arbitrator
Parsons	BHGR has been adverse to Parsons on several occasions.	No conflict
Sema	BHGR has been adverse to Sema on several occasions.	No conflict
Kutak	Has been opposing counsel on numerous matters.	No conflict
Kaplan	Has been opposing counsel on numerous matters.	No conflict
Jacobs	BHGR has been adverse to Jacobs on several occasions. One of BHGR's partners was an arbitrator for the AAA in a case involving Jacobs.	No conflict and appropriate conflict walls are in place with AAA arbitrator
Pinyon	BHGR has used Pinyon as a consultant on some real estate and development projects.	No conflict and appropriate conflict walls are in place

1.4 Stipend Agreement



CONNECTING COMMUNITIES

STIPEND AGREEMENT

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this 1st day of June, 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) HOCHTIEF PPP Solutions North America, Inc., ACS Infrastructure Development, Inc., AECOM Capital, Inc. and John Laing Investments Limited (together, the "Equity Members");
- (3) Flatiron Constructors, Inc., Dragados USA, Inc. and AECOM Energy & Construction, Inc. (together, the "Lead Contractor"); and
- (4) CH2M Hill Engineers, Inc. and AECOM Technical Services, Inc. (together, the "Lead Engineer")
- (5) HOCHTIEF PPP Solutions North America, Inc., ACS Infrastructure Development, Inc. and AECOM Capital, Inc. (together, the "Lead Operator" and, together with the Equity Members, the Lead Contractor and the Lead Engineer, 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) Front Range Mobility Group ("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 Member and Lead Operator Member

HOCHTIEF PPP Solutions North America, Inc.

By: 

Printed Name: Mike McGuinty

Title: President

By: 

Printed Name: Anne Rabin

Title: Senior Vice President

Equity Member and Lead Operator Member

ACS Infrastructure Development, Inc.

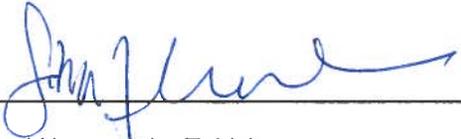
By:  _____

Printed Name: Nuria Haltiwanger

Title: Chief Executive Officer

Equity Member and Lead Operator Member

AECOM Capital, Inc.

By:  _____

Printed Name: John T. Livingston

Title: Chief Executive

Equity Member

John Laing Investments Limited

By: _____

Printed Name: Anthony Phillips

Title: Head of North America

Lead Contractor Member

Flatiron Constructors, Inc.

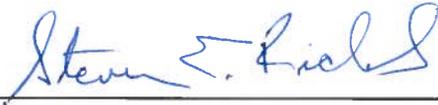
By: 

Printed Name: John Couture

Title: Vice-President

Lead Contractor Member

AECOM Energy & Construction, Inc.

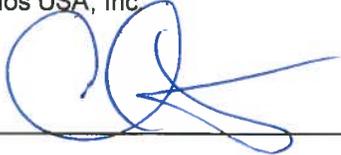
By: 

Printed Name: Steven E. Richards

Title: Senior Vice President, Global Operations

Lead Contractor Member

Dragados USA, Inc

By:  _____

Printed Name: Chad Mathes

Title: Executive Vice President

Lead Engineer Member

CH2M Hill Engineers, Inc.

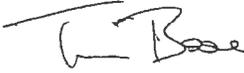
By: Christine M. Bisio

Printed Name: Christine M. Bisio

Title: Vice President

Lead Engineer Member

AECOM Technical Services, Inc.

By:  _____

Printed Name: Travis Boone

Title: Senior Vice President

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER

ROBERT JAROS, CPA, MBA, JD

By: _____, Delegee

Date:

