



I-70 Mile High Partners
9600 Great Hills Trail, Ste 250E
Austin, Texas 78759
Tel.: (512) 637-8545
Fax: (512) 637-1498

June 15, 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. Part D, Section 1.5.2.b.ii. Written certification from Proposer's Official Representative in connection with the Instruction to Proposers for the Central 70 Project ("ITP")

Dear Mr. Stefanik:

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 I-70 Mile High Partners (the "Proposer") that the enclosed digital and physical copies of the 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.

Yours,

A handwritten signature in blue ink, appearing to read "Juan Vallés", with a long horizontal line extending to the right.

Juan Vallés
Official Representative
I-70 Mile High Partners
(512) 637-8570
jvalles@cintra.us

Volume 1

1

Administrative Submissions

Volume 1 - Administrative Submissions



CENTRAL 70
PROJECT

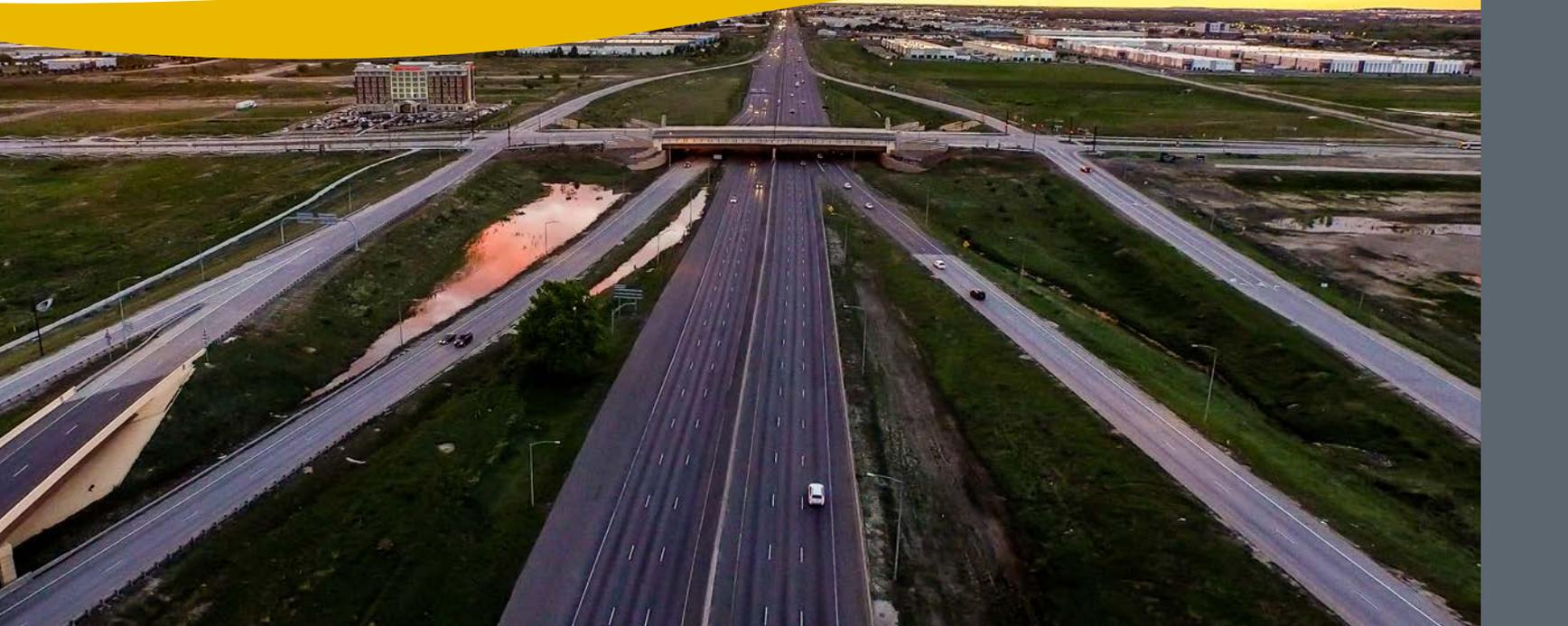


I-70
mile high partners

Volume 1

1.1 Proposal Letter

Form A-1
Annex A
Annex B



Central Park Boulevard/I-70 Interchange: Denver, Colorado

PART H: FORMS

FORM A: PROPOSAL LETTERS

Form A-1: Administrative and Technical Proposal Letter

I-70 Mile High Partners
9600 Great Hills Trail, Suite 250E
Austin, Texas 78759
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) I-70 Mile High Partners (“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.

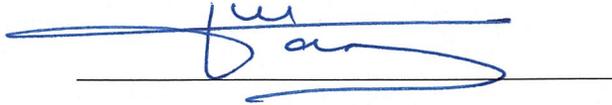
6. Governing law

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: I-70 Mile High Partners

By:

A handwritten signature in blue ink, appearing to read "Juan Vallés", is written over a horizontal line. The signature is stylized and cursive.

Printed Name: Juan Vallés

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,
Lead Operator:** Cintra Global Ltd.

By:



Printed Name: Ricardo Bosch Urzúa

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:³¹

**Joint Venturer in
Lead Contractor:**³² Ferrovial Agroman US Corp.

By:



Printed Name: Ignacio Vivancos

Title: Managing Director

³¹ Signature block below to be repeated for each Core Proposer Team Member.

³² For any Core Proposer Core Team Member that is a Joint Venture, include signature by each Joint Venture member or partner below the name of the relevant member or partner (to be inserted by Proposer).

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.³¹

**Joint Venture in
Lead Contractor:**³² SEMA Construction, Inc.

By:



Printed Name: T. Brett Ames

Title: Rocky Mountain District President
Corporate Vice President

³¹ Signature block below to be repeated for each Core Proposer Team Member.

³² For any Core Proposer Core Team Member that is a Joint Venture, include signature by each Joint Venture member or partner below the name of the relevant member or partner (to be inserted by Proposer).

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:³¹

Lead Engineer Janssen and Spaans Engineering, Inc.

By:



Printed Name: Abe Swidan

Title: President

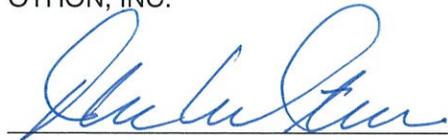
Under penalty of perjury, each of the undersigned:

- (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:¹

**Member in Lead
Engineer:²**

OTHON, INC.

By:



Printed Name:

Charles A. Othon

Title:

President/CEO

¹ Signature block below to be repeated for each Core Proposer Team Member.

² For any Core Proposer Core Team Member that is a Joint Venture, include signature by each Joint Venture member or partner below the name of the relevant member or partner (to be inserted by Proposer).

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:¹

**Joint Venturer in
Lead Engineer:²** T.Y. Lin International

By:



Printed Name: Mark Ashley, PE

Title: Senior Vice President, West Region Director

¹ Signature block below to be repeated for each Core Proposer Team Member.

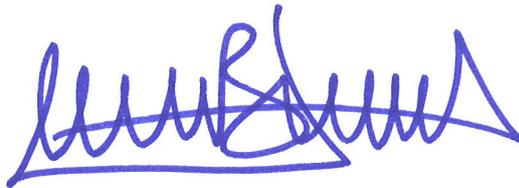
² For any Core Proposer Core Team Member that is a Joint Venture, include signature by each Joint Venture member or partner below the name of the relevant member or partner (to be inserted by Proposer).

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 of Cintra Global Ltd. and Ferrovial Agroman US Corp.: Ferrovial, S.A.

By:



Printed Name: Claudio Bonet Gutiérrez

Title: Authorized Representative

FORM D: LEGAL DISCLOSURES

Proposer Name: I-70 Mile High Partners

Form D: Summary of Legal Liabilities and Proceedings

Question 1:

List and briefly describe all instances during the last five years involving Reference Projects in relation to which any Core Proposer Team Member or any Affiliate of any of them:

- (a) was determined by a court of law or in an arbitration proceeding, a dispute review board proceeding or any other dispute resolution proceeding to be liable for a material breach of contract;
- (b) was otherwise acknowledged in writing to be liable for a material breach of contract;
- (c) had a contract terminated for cause or convenience; or
- (d) received a written waiver of another party's right to terminate a contract for cause.

Response to Question 1

<p><u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.</p>	
(1)	<p><u>Description:</u></p> <p>a) The Concessionaire Euroscut Açores (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) required the constitution of an Arbitration Court for the purpose of obtaining a decision in respect of a dispute with the Autonomous Region of the Azores (RAA) regarding the fine imposed by the RAA for alleged breach of the Concession Agreement in regard to the obligation to install a Service Area in the South-North axe of the highway. The Arbitration Court was established on December 10, 2013 and on January 16, 2014 the arbitration claim was filed, which terms are confidential. A settlement was reached by the Parties on December 18, 2014 and the procedure was terminated.</p> <p>b) The Concessionaire Euroscut Açores (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) (the "Company") received a notification from the Grantor - Autonomous Region of the Azores (RAA) - in connection with allege deficiencies relating to the illumination of the Concession. The Company presented a written hearing on October 24, 2013 in defense of its interests claiming that no such breach was verified under the Concession Agreement so long as such event was managed by the Company in accordance with the best operation and maintenance practices already implemented in other concessions in relation to this issue. The Grantor, however, decided to impose a new contractual fine to the Company. The Company exercised its contractual and legal right to initiate an arbitration lawsuit. On January 16, 2014 the arbitration</p>

Central 70 Project
Form D (Legal Disclosures)

		claim was filed, the terms of which are confidential, and on February 17, 2014 the Arbitration Court was established. A settlement was reached by the Parties on December 18, 2014 and the procedure was terminated.
	<u>Owner's or Counterparty's Representative:</u>	Azores Region: Mr. Bruno Pacheco Phone: +351 296206200
	<u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(2)	<u>Description:</u>	<p>a) Counterparties: CESP A, S.A.. (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) (the "Company") and the Public Consortium "Plan Zonal XVII of Alicante" (Spain) (the "Owner"). File: rescission of the concession contract for the construction and operation of a waste treatment plant due to the unavailability of land. Originally recorded in 2014 and pending the decision of the Courts.</p> <p>b) Counterparties: CESP A GR, S.A. (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) (the "Company") and the City of Ubeda (Andalucía - Spain) (the "Owner"). File: rescission of the contract for the construction and operation of a landfill due to the unavailability of permissions. Originally recorded in 2014 and pending the decision of the courts.</p>
	<u>Owner's or Counterparty's Representative:</u>	Antonio Navarro-Reverter Garcia-German Head of Legal Department a.navarro-reverter@ferrovial.com T.: 91 586 99 47
	<u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(3)	<u>Description:</u>	Concessionaire I-77 Mobility Partners LLC (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) (the "Company") received a notice from the North Carolina Department of Transportation ("NCDOT") of an alleged lane closure violation and was assessed \$1,360,000 therefore. The Company notified TIFIA and its senior lenders of the alleged violation and assessment. The Company is passing this assessment on to its design-build contractor and considering its options with respect to contesting some or all of the assessment with NCDOT.
	<u>Owner's or Counterparty's Representative:</u>	Louis Mitchell NCDOT Division Engineer, Division 10 (707) 983-4400
	<u>Joint Venturer of Lead Contractor:</u> SEMA Construction, Inc.	
(4)	<u>Description:</u>	None applicable
	<u>Owner's or Counterparty's Representative:</u>	None applicable

	Joint Venturer of Lead Engineer: T.Y. Lin International	
(5)	Description:	None applicable
	Owner's or Counterparty's Representative:	None applicable
	Joint Venturer of Lead Engineer: OTHON, INC.	
(6)	Description:	None applicable
	Owner's or Counterparty's Representative:	None applicable
	Joint Venturer of Lead Engineer: Janssen & Spaans Engineering, Inc.	
(7)	Description:	None applicable
	Owner's or Counterparty's Representative:	None applicable

Question 2:

List and briefly describe (including as to the resolution) each arbitration, litigation, dispute review board and other dispute resolution proceeding (including to the extent settled prior to completion of the proceeding) occurring during the last five years related to Reference Projects, which involved:

- (a) a claim or dispute between the project owner(s) (or any public-private partnership project company, concessionaire, developer or the equivalent), on the one hand, and any Core Proposer Team Member or any Affiliate of any of them, on the other hand; and
- (b) an amount in excess of the lesser of:
 - (i) 2% of the original contract value; or
 - (ii) \$500,000 on projects with an original contract value in excess of \$25 million.

Response to Question 2

	Equity Member, Lead Operator: Cintra Global Ltd. Financially Responsible Party: Ferrovial, S.A. Joint Venturer of Lead Contractor: Ferrovial Agroman US Corp.	
(1)	Description:	407 East Development Group General Partnership and the construction contractor, 407 East Construction General Partnership, (Affiliates of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.), and HMQ (the client) negotiated and settled claims submitted by the construction contractor regarding several items which have resulted in additional cost to the construction contractor, including delays with respect to certain permits, delays with respect to access to the project lands, delays with respect to the design and construction, delays arising from failure to oblige utility owners to perform work in a timely manner, and additional costs related to reimbursement of utility owners for utility adjustment work. The disputed items were settled amicably at the project level on June 9, 2016.
	Owner's or Counterparty's Representative:	Lluís Serelos Corporate Shareholder Liaison and Reporting Manager (905) 264-5385, lserelos@407etr.com
	Equity Member, Lead Operator: Cintra Global Ltd. Financially Responsible Party: Ferrovial, S.A. Joint Venturer of Lead Contractor: Ferrovial Agroman US Corp.	
(2)	Description:	Indiana Toll-Roads Contractors, LLC (ITR Contractors) is an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and

		<p>Ferrovial Agroman US Corp. ITR Concession Company, LLC (ITRCC) is a former Affiliate. As to ITR Contractors:</p> <p>ITRCC was a party to the Indiana Toll Road Concession and Lease Agreement with the Indiana Finance Authority (IFA) dated April 12, 2006, as amended (Concession Agreement). In order to perform the work required under the Concession Agreement, ITRCC entered into a design and construction contract with ITR Contractors, dated September 15, 2006 (D&C Contract). The D&C Contract permits ITR Contractors to make certain contractual claims under the Concession Agreement that relate to the work. At ITR Contractors' request, ITRCC submitted certain claims to the IFA arising from the D&C Contract. In September of 2011, all three claims were settled via an informal settlement conference (collectively, the MEW Claims). The terms of the settlement agreement are subject to a confidentiality agreement and may not be disclosed. However, the details of the original claim amounts are provided below.</p> <ol style="list-style-type: none">a. <i>Calumet Claim.</i> This claim involved damages arising from the delayed issuance of environmental permits, resulting in an estimated 16.4 month delay of project completion. At the time of settlement, this claim was in arbitration and the total amount in damages claimed was \$27M.b. <i>Broadway Claim.</i> This claim involved an alleged design flaw in the Broadway Bridge. The estimated damages at time of settlement were \$6M.c. <i>BP/EJ&E Claim.</i> This claim arose from delays caused by the relocation of a BP pipeline and an EJ&E railway line required for the execution of the project. At the time of settlement, this claim was in the informal dispute resolution process and was estimated at \$4M. <p>In addition to the MEW Claims described above ITR Contractors also submitted two separate claims relating to the D&C Contract.</p> <ol style="list-style-type: none">a. <i>Hazardous Materials.</i> During the expansion works, ITR Contractors discovered certain Hazardous Materials during excavation works. The IFA paid for remediation costs, which totaled \$228,927.b. <i>Lead Paint.</i> During the execution of the D&C Contract, the ITR Contractors encountered a number of bridges that contained lead paint whose handling required further expenses related to remediation and extra work. The IFA paid a total of \$2,527,737 for such costs. <p>Recently, ITRCC served a Demand for Mediation and Arbitration before the American Arbitration Association related to alleged latent design and construction defects.</p>
--	--	--

Central 70 Project
Form D (Legal Disclosures)

		ITR Contractors has investigated the allegations and thoroughly denies their merits.		
	<u>Owner's or Counterparty's Representative:</u>	<table border="1"> <tr> <td>Kendra York Finance Director Indiana Finance Authority (317) 233-4332 (317) 232-6786 (Fax) keyork@ifa.in.gov</td> <td>Elizabeth J. Boddy Taft Stettinius & Hollister LLP (ITRCC Representative) (312) 527-4000 (312) 527-4011 (Fax) eboddy@taftlaw.com</td> </tr> </table>	Kendra York Finance Director Indiana Finance Authority (317) 233-4332 (317) 232-6786 (Fax) keyork@ifa.in.gov	Elizabeth J. Boddy Taft Stettinius & Hollister LLP (ITRCC Representative) (312) 527-4000 (312) 527-4011 (Fax) eboddy@taftlaw.com
Kendra York Finance Director Indiana Finance Authority (317) 233-4332 (317) 232-6786 (Fax) keyork@ifa.in.gov	Elizabeth J. Boddy Taft Stettinius & Hollister LLP (ITRCC Representative) (312) 527-4000 (312) 527-4011 (Fax) eboddy@taftlaw.com			
	<p><u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.</p>			
(3)	<u>Description:</u>	The Concessionaire Auto Estradas Norte Litoral, S.A. (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) required the constitution of an Arbitration Court for the purpose of obtaining a decision in respect of a conflict with the Portuguese State regarding the 2012/2011 availability payments in the amount of € 5,877,957.31. In July 2014 the Concessionaire reached an agreement with the Portuguese State, and the procedure was terminated.		
	<u>Owner's or Counterparty's Representative:</u>	Portuguese State: Ms. Ana Burnier Phone: + 351 217949000 Email: ana.burnier@inir.pt		
	<p><u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.</p>			
(4)	<u>Description:</u>	In June 2013, the Concessionaire Euroscut Açores (Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) applied for the establishment of an Arbitral Court in order to obtain a decision on the existing dispute with the Autonomous Region of the Azores regarding the legal and contractual consequences of the traffic reduction which had occurred within the road Concession. The Concessionaire applied for: (i) recognition of the right of receiving a monetary compensation from the Autonomous Region of the Azores, every year, in the event of the registered real traffic is under the traffic that was provided in the "worst case scenario" set forth in the Base Case/Financial Model, and (ii) as a consequence, condemnation of the Autonomous Region of the Azores in the payment of the global amount of Eur 19,755,971.76 to the Concessionaire (as regards to years 2012, 2013 and 2014). The trial was held in May and June 2015. In July, the court reached a decision: The Autonomous Region of the Azores (RAA) has been ordered to pay Euroscut Açores (EAz) the amount of € 4.8 million plus interest. The RAA has also been ordered to pay to EAz the amount resulting from the following calculation: 45% of the difference between half of the income EAz should receive in 2014, considering the pessimistic case of the base case and the actual amount received by EAz. The Court has considered that there has been a change of circumstances which can also be considered as a case of force majeure		

Central 70 Project
Form D (Legal Disclosures)

		under the terms of the concession contract. The Court has considered that the crisis has ended at the end of the first half of 2014 (based on the Experts' report). The terms of the arbitration procedure are confidential.
	<u>Owner's or Counterparty's Representative:</u>	Due to confidentiality obligations, neither party is entitled to disclose the details of the arbitration.
	<u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(5)	<u>Description:</u>	Ferrovial Agroman, S.A. (an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) was a part of a construction joint venture in which it had 25% participation. The contract was for the construction of a dock in Barcelona. In 2010, the client sued the construction joint venture for improper payment and breach of contract. The construction joint venture responded to the client's claim. The case was suspended in 2011.
	<u>Owner's or Counterparty's Representative:</u>	Autoridad Portuaria De Barcelona Moll de Barcelona, 08039 Barcelona +34 93 3068800 sau@portbarcelona.cat
	<u>Equity Member and Joint Venturer of Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(6)	<u>Description:</u>	Ferrovial Agroman, S.A. (an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) was a part of a construction joint venture. The contract was for the M50 Upgrade in Ireland. Disputes arose between the parties relating to the proper amount of the final contract price, which was referred to arbitration. In January 2011, the parties settled all claims.
	<u>Owner's or Counterparty's Representative:</u>	South Dublin County Council County Hall Tallaght, Dublin 24 D24 +353 1 414 9000 info@sdblincoco.ie
	<u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(7)	<u>Description:</u>	Ferrovial Agroman, S.A. (an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) was a part of a construction joint venture. The contract was for the construction of the motorway in San Miguel Island (Las Azores, Portugal). The client initiated an arbitration proceeding against the Region Autonoma de Azores, relating to the proper amount of the final contract price. The proceeding concluded in October 2013. The arbitration binding decision is that the Region Autonoma de Azores has to pay to the client.
	<u>Owner's or Counterparty's Representative:</u>	Azores Region: Mr. Bruno Pacheco Phone: +351 296206200

<p><u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.</p>	
(8)	<p><u>Description:</u></p> <p>On October 12, 2007, the joint venture formed by Ferrovial Agroman, S.A. and Budimex, S.A. (Affiliates of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) and Estudio Lamela (Consortium) received a communication from Polish Airports State Enterprise (PPL) by virtue of which PPL terminated the design and build contract entered into by Consortium and PPL for the widening of Terminal 2 of the Frederic Chopin Warsaw Airport, and assessed liquidated damages to Consortium. Ferrovial Agroman, S.A. and Budimex, S.A. have challenged such termination as they understand that it is unfair and without cause or justification.</p> <p>Termination of the Contract led to a dispute between PPL and Consortium, where at the beginning the dispute covered the amounts of bank guarantees unlawfully executed by PPL (pln 54 mm). During further proceedings, PPL submitted its counterclaim for declared damages and calculated penalties (amount - pln 290 mm), and Consortium supplemented the main claim (guarantees) with extension of a claim for amount of PLN 240 mm, including the retention, works executed and not paid, and additional works.</p> <p>In March of 2009, the Court of Arbitration in Warsaw considered Consortium's claim for guarantees as justified and ordered PPL to pay back whole amounts with interests (PLN 88 mm). In this regard, the verdict became legally valid in August 2012 and had been already executed after two instances of formal correctness in front of the Common Court. In spite of this, PPL filed a cassation complaint to the Supreme Court. The Supreme Court dismissed the cassation complaint of PPL, which has the effect that partial verdict (for guarantee) is the final one (cannot be any longer a subject of re-examination) and the execution of the amounts of bank guarantees is final.</p> <p>The principle matter is pending at the evidence stage.</p>
	<p><u>Owner's or Counterparty's Representative:</u></p> <p>Michal Marzec Head Director of PPL +48 22 650 1000 +48 22 846 6824 (Fax) pr@polish-airports.com</p>
<p><u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.</p>	
(9)	<p><u>Description:</u></p> <p>Autopista Alcalá O'Donnell, S.A. (an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) is the Concession Company for the design, construction, operation</p>

		and maintenance of the M-203 highway, connection of M-100 and N-II in Alcalá de Henares with the M-208 and Radial-3 in Mejorada del Campo (the M-203 highway or the Concession Company). On October 30, 2012, the Concession Company applied to the Administration for the termination of the Concession Agreement due to breach of contract by the Administration. The Concession Company considers that the Administration tried to transfer inappropriately to the M203 highway certain expropriation costs regarding the connection between the M-203 highway and the Radial-3 highway. Due to the lack of response by the Administration, on February 20, 2013 the Concession Company filed before the Superior Justice Court of Madrid a request to terminate the Concession Agreement due to the breach of contract by the Administration. On February 12, 2015 the Superior Justice Court of Madrid issued a court ruling upholding the Concession Company's request regarding the termination of the concession agreement. This court ruling was appealed against in the Supreme Court by the Administration and the proceeding is pending final resolution.
	<u>Owner's or Counterparty's Representative:</u>	Mr. Rufino Del Río Aparicio Phone: +34 91 4185678 Email: rdelrio@cintra.es
	<u>Equity Member, Lead Operator:</u> Cintra Global Ltd. <u>Financially Responsible Party:</u> Ferrovial, S.A. <u>Joint Venturer of Lead Contractor:</u> Ferrovial Agroman US Corp.	
(10)	<u>Description:</u>	<p>On December 12, 2011 Autostrada Południe SA (an Affiliate of Cintra Global Ltd., Ferrovial, S.A. and Ferrovial Agroman US Corp.) (the "Company") filed a statement of claim for the payment of 176,855,200 PLN (app. 44,000,000 USD) against the State Treasury of the Republic of Poland represented by the Minister of Transportation, Construction and Maritime Economy (defendant). The request concerns the reimbursement by the defendant of the costs borne by the Company for the subcontracted design works (175,680,000 PLN) and for the services of an Independent Engineer (1,175,200 PLN being app. 0.3 million USD) under the agreement dated January 22, 2009 for the Construction and Operation of a Motorway concerning design, construction, financing, operation and maintenance of the A1 motorway, namely Stryków - Pyrzowice road section of 179.996 m long in total. The proceedings before the court of first instance is pending and awaits the preparation of an additional expert opinion in the scope of environmental law to confirm the design works complied with the contractual requirements.</p> <p>*As of November 10, 2016, 1 USD = 3.9856 PLN as per National Bank of Poland rate Table 218/A/NBP/2016 dated 10 November 2016.</p>
	<u>Owner's or Counterparty's Representative:</u>	Agnieszka Duda (Company Representative) Agnieszka Duda Law Office Tel: +48 22 33 640 30

Central 70 Project
Form D (Legal Disclosures)

		Email: agnieszka.duda@adlegal.pl
	Equity Member, Lead Operator:	Cintra Global Ltd.
	Financially Responsible Party:	Ferrovial, S.A.
	Joint Venturer of Lead Contractor:	Ferrovial Agroman US Corp.
(11)	<u>Description:</u>	<p>Odos Kentrikis Elladas had initiated on January 21, 2011 one arbitration proceeding before the ICC for delay interest due to delay in VAT returns from the Greek State as follows,</p> <ul style="list-style-type: none"> - VAT returns for period from 22.8.2009-19.7.2010 – claim 72.241.07 - VAT returns for period from 22.12.2009-27.7.2010 – claim 79,64€ - VAT returns for period from 31.8.2010-10.12.2010 – claim 111.375.57€ <p>The arbitration has been settled by means of the reset agreement (Annex 4, Concessionaire Claims Agreement) signed in November 28, 2013, ratified by Law 4219/13.</p>
	<u>Owner's or Counterparty's Representative:</u>	<p>Natalie Kedikoglou Odos Kentrikis Elladas S.A. Tel: +30 210 3447 551 Email: NKedikoglou@neados.gr</p>
	Joint Venturer of Lead Contractor:	SEMA Construction, Inc.
(12)	<u>Description:</u>	None applicable
	<u>Owner's or Counterparty's Representative:</u>	None applicable
	Joint Venturer of Lead Engineer:	T.Y. Lin International
(13)	<u>Description:</u>	None applicable
	<u>Owner's or Counterparty's Representative:</u>	None applicable
	Joint Venturer of Lead Engineer:	OTHON, INC.
(14)	<u>Description:</u>	None applicable
	<u>Owner's or Counterparty's Representative:</u>	None applicable
	Joint Venturer of Lead Engineer:	Janssen & Spaans Engineering, Inc.
(15)	<u>Description:</u>	None applicable
	<u>Owner's or Counterparty's Representative:</u>	None applicable

FORM E: CERTIFICATIONS

Proposer Name: I-70 Mile High Partners

Form E

Part A: Summary of Certifications

No.	Entity Providing a completed Part B of Form E	Role of such Entity on Proposer ¹	Answered Yes to One or More of Questions (1) through (8) of Part B?	
(1)	Cintra Global Ltd.	Equity Member, Lead Operator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(2)	Ferrovial Agroman US Corp.	Lead Contractor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(3)	SEMA Construction, Inc.	Lead Contractor	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(4)	Janssen & Spaans Engineering, Inc.	Lead Engineer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(5)	OTHON, Inc.	Lead Engineer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(6)	T.Y. Lin International	Lead Engineer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(7)	Ferrovial, S.A.	Financially Responsible Party for Cintra Global Ltd. and Ferrovial Agroman US Corp.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Proposer Name: I-70 Mile High Partners
Name of Team Member: Cintra Global Ltd.
Role on Proposer: Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint venturer in Lead [Contractor][Engineer][Operator]
 Financially Responsible Party for [Proposer to provide relevant entity]

Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).

(a) *The Director of Institutional Relations for Ferrovial Agroman, S.A., an affiliate of Cintra Global Ltd., has testified as an “imputado” in a preliminary investigation carried out by a Spanish Court in Barcelona in relation to alleged embezzlement from the Palau de la Música de Barcelona by its Chairman. The presiding judge was investigating whether any portion of sums donated were set aside in order to influence the award of public contracts by the Catalanian Regional Government to Ferrovial Agroman, S.A. Under Spanish Law, the term “imputado” means that such a person is considered suspect of having participated in a criminal act, but like in the United States, is innocent until proven otherwise at trial, and likewise afforded the right to a defense and due process. The trial started on 1 March 2017.*

The court has not yet analyzed the allegations and defenses in order to determine whether the potential for criminal liability exists, and to date, no officer, director, or employee of the company has been convicted in connection with this matter. It is Ferrovial Agroman S.A.’s belief that after the trial has concluded, the Director of Institutional Relations will be fully exonerated.

(b) *Ferrovial Agroman, S.A.’s (an affiliate of Cintra Global Ltd.) country manager in Italy testified as “imputado” in a preliminary investigation initiated by the District Attorney of Savona (Italy) in 2009 in relation to certain alleged breaches of public contracts and alleged fraud in the context of a contract for the unfold of the stretch of railroad Andora – San Lorenzo al Mare for Rete Ferroviaria Italiana S.p.A./ITALFERR. The proceeding concluded in July 2015. The Court’s binding decision was that Ferrovial Agroman S.A.’s country manager was absolved of all the charges and that Ferrovial Agroman S.A. was imposed an administrative fine of 60.000 euros, for not having establish at that time (2009) any internal procedure regarding crime prevention. The administrative fine was calculated taking*

No.	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
	<i>into account that the company has established internal procedures regarding crime prevention and risk control.</i>		
(2)	Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i>		
	<i>(a) On March 2, 2016, SH 130 Concession Company, LLC, and Cintra TX 56 LLC, affiliates of Cintra Global Ltd., filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (Austin Division). The case is being administered under Case No. 16-10262 and Case No. 16-10264 before the Honorable Tony M. Davis.</i>		
	<i>(b) ITR Concession Company Holdings, LLC and Statewide Mobility Partners, LLC are affiliates of Cintra Global Ltd. On September 21, 2014, ITR Concession Company, LLC (a former affiliate), ITR Concession Company Holdings, LLC and Statewide Mobility Partners, LLC filed a “pre-packaged” Chapter 11 restructuring plan that permitted ITRCC to either sell its assets through a competitive process or recapitalize ITRCC by reducing its debt. On October 28, 2014, the United States Bankruptcy Court in the Northern District of Illinois confirmed ITRCC’s prepackaged Chapter 11 plan of reorganization (the “Plan”). Prior to its Chapter 11 filing, ITRCC secured acceptances for the Plan from all of its equity holders and holders of 98% of ITRCC’s senior secured creditors. As contemplated in the Plan, the Special Committee selected a responsive bidder, IFM Investors, who placed a bid of \$5.725 billion. The parties reached financial close on May 27, 2015 whereby IFM purchased 100 percent of the membership interests of ITRCC in consideration for a purchase price of \$5.725 billion. IFM is now the operator of the Indiana Toll Road. ITRCC’s former direct and indirect owners have been fully released from any liabilities related to the Indiana Toll Road. Documents related to this matter can be viewed at https://www.kccllc.net/itr/document/143428415031100000000001.</i>		
	<i>(c) On December 2012 the Spanish Commercial Court declared the AP 36 Ocaña-La Roda concession company (“AP36CC”), an affiliate of Cintra Global Ltd., to enter the voluntary insolvency procedure (“concurso voluntario de acreedores”). On January 2015 Spanish government lawyers representing Seittsa, the entity fully owned by the Spanish government, submitted an arrangement proposal to the Commercial Court. However, on February 2015 the competent commercial court dismissed in a court order the arrangement proposal submitted by the Spanish government lawyers. In December 2016 the Madrid Provincial Appellate Court definitively set aside the arrangement proposal submitted by the Government through Seittsa and accordingly the only viable solution for AP36CC was the entering the definitive liquidation phase, which is ongoing.</i>		
	<i>(d) On October 2012 the Spanish Commercial Court declared the Radial 4 concession company (“R4CC”), an affiliate of Cintra Global Ltd., to enter the voluntary insolvency procedure (“concurso voluntario de acreedores”). The preparation of the list of creditors and the claims relating to R4CC that were determined during the initial phase of the insolvency proceedings were very lengthy. Finally the Court has confirmed R4CC entering the liquidation phase in May 2017.</i>		

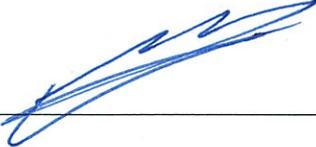
No.	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(3)	<p>Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i></p> <p>(a) <i>We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an affiliate of Cintra Global Ltd., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4)	<p>Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5)	<p>Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain:</i></p> <p>(a) <i>While I-77 Mobility Partners LLC has had more than one failure, it has not had repeated failures of the same safety rule, regulation or requirement.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6)	<p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7)	<p>Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?</p> <p><i>If yes, please explain:</i></p> <p>(a) <i>We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an affiliate of Cintra Global Ltd., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

No.	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(8)	<p>With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?</p> <p><i>If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.</i></p> <p><i>(a) Ferrovial Agroman, S.A., an Affiliate of Cintra Global Ltd., received a lawsuit from a former employee dated April 6, 2015, which could be responsive to Question No. 6. The lawsuit is pending in the District of Puerto Rico. The company has investigated the allegations and thoroughly denies its merits.</i></p> <p><i>(b) On December 16, 2015, the North Carolina Department of Justice Consumer Protection Division ("NCDOJ") issued to I-77 Mobility Partners LLC ("I77MP"), an Affiliate of Cintra Global Ltd., an Investigative Demand consisting of 15 requests for documentation and information from I77MP and its affiliates. I77MP has cooperated fully with the NCDOJ and in February 2017 completed its responses to each of the questions in the Investigative Demand. To date, the NCDOJ has not issued any further or follow-up requests.</i></p> <p><i>(c) Broadspectrum Downstream Services, Inc. ("Broadspectrum"), an oil refinery maintenance company which is an affiliate of Cintra Global Ltd., is a defendant in one California single plaintiff suit alleging a prevailing wage violation and two California employment practice suits primarily alleging retaliation, but which include allegations of discrimination. Broadspectrum is vigorously defending all suits.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

[REMAINDER OF PAGE INTENTIONALLY BLANK; CONTINUED ON THE FOLLOWING PAGE]

- (9) Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

Equity Member, Lead Operator: Cintra Global Ltd.

By:  _____

Printed Name: Ricardo Bosch Urzúa

Title: Authorized Representative

Central 70 Project
Form E (Certifications)

Proposer Name: I-70 Mile High Partners
Name of Team Member: Ferrovial Agroman US Corp.
Role on Proposer:
 Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint venturer in Lead Contractor
 Financially Responsible Party for [Proposer to provide relevant entity]

Part B: Certifications

No. Certification Questions

Yes **No**

(1) Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years?

If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).

(a) *The Director of Institutional Relations for Ferrovial Agroman, S.A., an Affiliate of Ferrovial Agroman US Corp., has testified as an "imputado" in a preliminary investigation carried out by a Spanish Court in Barcelona in relation to alleged embezzlement from the Palau de la Música de Barcelona by its Chairman. The presiding judge was investigating whether any portion of sums donated were set aside in order to influence the award of public contracts by the Catalanian Regional Government to Ferrovial Agroman, S.A. Under Spanish Law, the term "imputado" means that such a person is considered suspect of having participated in a criminal act, but like in the United States, is innocent until proven otherwise at trial, and likewise afforded the right to a defense and due process. The trial started on 1 March 2017.*

The court has not yet analyzed the allegations and defenses in order to determine whether the potential for criminal liability exists, and to date, no officer, director, or employee of the company has been convicted in connection with this matter. It is Ferrovial Agroman S.A.'s belief that after the trial has concluded, the Director of Institutional Relations will be fully exonerated.

(b) *Ferrovial Agroman, S.A.'s (an Affiliate of Ferrovial Agroman US Corp.) country manager in Italy testified as "imputado" in a preliminary investigation initiated by the District Attorney of Savona (Italy) in 2009 in relation to certain alleged breaches of public contracts and alleged fraud in the context of a contract for the unfold of the stretch of railroad Andora – San Lorenzo al Mare for Rete Ferroviaria Italiana S.p.A./ITALFERR. The proceeding concluded in July 2015. The Court's binding decision was that Ferrovial Agroman, S.A.'s country manager was absolved of all the charges and that Ferrovial Agroman, S.A. was imposed an administrative fine of 60.000 euros, for not having establish at that time (2009) any internal procedure regarding crime prevention. The administrative fine was*

No.	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
	<i>calculated taking into account that the company has established internal procedures regarding crime prevention and risk control.</i>		
(2)	<p>Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years?</p> <p><i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(a) <i>On March 2, 2016, SH 130 Concession Company, LLC, and Cintra TX 56 LLC, Affiliates of Ferrovial Agroman US Corp., filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (Austin Division). The case is being administered under Case No. 16-10262 and Case No. 16-10264 before the Honorable Tony M. Davis.</i>		
	(b) <i>On December 2012 the Spanish Commercial Court declared the AP 36 Ocaña-La Roda concession company ("AP36CC"), an Affiliate of Ferrovial Agroman US Corp., to enter the voluntary insolvency procedure ("concurso voluntario de acreedores"). On January 2015 Spanish government lawyers representing Seittsa, the entity fully owned by the Spanish government, submitted an arrangement proposal to the Commercial Court. However, on February 2015 the competent commercial court dismissed in a court order the arrangement proposal submitted by the Spanish government lawyers. In December 2016 the Madrid Provincial Appellate Court definitively set aside the arrangement proposal submitted by the Government through Seittsa and accordingly the only viable solution for AP36CC was the entering the definitive liquidation phase, which is ongoing.</i>		
	(c) <i>On October 2012 the Spanish Commercial Court declared the Radial 4 concession company ("R4CC"), an Affiliate of Ferrovial Agroman US Corp., to enter the voluntary insolvency procedure ("concurso voluntario de acreedores"). The preparation of the list of creditors and the claims relating to R4CC that were determined during the initial phase of the insolvency proceedings were very lengthy. Finally the Court has confirmed R4CC entering the liquidation phase in May 2017.</i>		
(3)	<p>Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(a) <i>We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an Affiliate of Ferrovial Agroman US Corp., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.</i>		
(4)	<p>Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No. Certification Questions

Yes **No**

- (5) Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years?

If yes, please explain:

(a) *While I-77 Mobility Partners LLC (an Affiliate of Ferrovial Agroman US Corp.) has had more than one failure, it has not had repeated failures of the same safety rule, regulation or requirement.*

- (6) Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)?

- (7) Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain:

(a) *We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an Affiliate of Ferrovial Agroman US Corp., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.*

- (8) With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

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

(a) *Ferrovial Agroman, S.A., an Affiliate of Ferrovial Agroman US Corp., received a lawsuit from a former employee dated April 6, 2015, which could be responsive to Question No. 6. The lawsuit is pending in the District of*

No. Certification Questions

Yes No

Puerto Rico. The company has investigated the allegations and thoroughly denies its merits.

(b) On December 16, 2015, the North Carolina Department of Justice Consumer Protection Division ("NCDOJ") issued to I-77 Mobility Partners LLC ("I77MP"), an Affiliate of Ferrovial Agroman US Corp., an Investigative Demand consisting of 15 requests for documentation and information from I77MP and its affiliates. I77MP has cooperated fully with the NCDOJ and in February 2017 completed its responses to each of the questions in the Investigative Demand. To date, the NCDOJ has not issued any further or follow-up requests.

(c) Broadspectrum Downstream Services, Inc. ("Broadspectrum"), an oil refinery maintenance company which is an Affiliate of Ferrovial Agroman US Corp., is a defendant in one California single plaintiff suit alleging a prevailing wage violation and two California employment practice suits primarily alleging retaliation, but which include allegations of discrimination. Broadspectrum is vigorously defending all suits.

[REMAINDER OF PAGE INTENTIONALLY BLANK; CONTINUED ON THE FOLLOWING PAGE]

Central 70 Project
Form E (Certifications)

- (9) Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

**Joint Venturer
of the Lead
Contractor:** Ferrovial Agroman US Corp.

By:

Printed Name: Ignacio Vivancos

Title: Managing Director

Proposer Name: I-70 Mile High Partners
Name of Team Member: SEMA Construction, Inc.
Role on Proposer:
 Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint venturer in Lead Contractor
 Financially Responsible Party for [*Proposer to provide relevant entity*]

Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years? <i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2)	Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years? <i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years? <i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4)	Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years? <i>If yes, please explain, including owner contact information:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5)	Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6)	Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | <u>No.</u> | <u>Certification Questions</u> | <u>Yes</u> | <u>No</u> |
|------------|--|-------------------------------------|-------------------------------------|
| | Section 206(d)); and any applicable or similar Colorado law)?
<i>If yes, please explain:</i> | | |
| (7) | Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?
<i>If yes, please explain:</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) | With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?
<i>If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) | Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Joint Venturer: SEMA Construction, Inc.
of the Lead Contractor:

By:



Printed Name: T. Brett Ames

Title: Rocky Mountain District President
 Corporate Vice President

Proposer Name: I-70 Mile High Partners
Name of Team Member: Janssen and Spaans Engineering, Inc.
Role on Proposer: Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint Venturer in Lead Engineer
 Financially Responsible Party for [*Proposer to provide relevant entity*]

Part B: Certifications

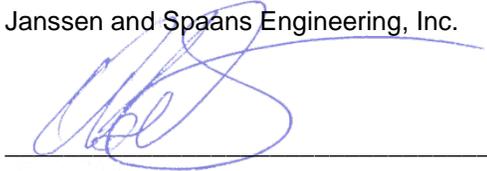
<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years? <i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2)	Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years? <i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years? <i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4)	Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years? <i>If yes, please explain, including owner contact information:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5)	Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6)	Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | <u>No.</u> | <u>Certification Questions</u> | <u>Yes</u> | <u>No</u> |
|------------|--|-------------------------------------|-------------------------------------|
| (7) | Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

<i>If yes, please explain:</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) | With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

<i>If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) | Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Member in Lead Engineer Janssen and Spaans Engineering, Inc.

By:  _____

Printed Name: Abe Swidan

Title: President

Proposer Name: I-70 Mile High Partners
Name of Team Member: OTHON, INC.
Role on Proposer:
 Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint venturer in Lead Engineer
 Financially Responsible Party for [Proposer to provide relevant entity]

Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years? <i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2)	Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years? <i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years? <i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4)	Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years? <i>If yes, please explain, including owner contact information:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5)	Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6)	Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No. Certification Questions

Yes

No

(7) Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain:

(8) With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

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

(9) Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

**Joint venturer
in Lead
Engineer** OTHON, INC.

By:



Printed Name: Charles A. Othon

Title: President/CEO

Proposer Name: I-70 Mile High Partners
Name of Team Member: T.Y. Lin International
Role on Proposer: Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint Venturer in Lead Engineer
 Financially Responsible Party for [Proposer to provide relevant entity]

Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years? <i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2)	Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years? <i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3)	Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years? <i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4)	Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years? <i>If yes, please explain, including owner contact information:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5)	Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6)	Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

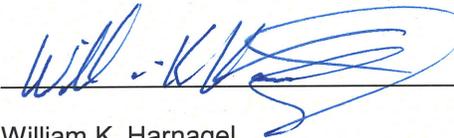
- | <u>No.</u> | <u>Certification Questions</u> | <u>Yes</u> | <u>No</u> |
|------------|--|-------------------------------------|-------------------------------------|
| (7) | Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

<i>If yes, please explain:</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) | With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

<i>If yes, please explain and submit the information requested as to such similar items set out in Questions 1-7 above.</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) | Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Joint Venturer in Lead Engineer: T.Y. Lin International

By:



Printed Name: William K. Harnagel

Title: Chief Financial Officer

Proposer Name: I-70 Mile High Partners
Name of Team Member: Ferrovia, S.A.
Role on Proposer: Equity Member
 Lead Contractor
 Lead Engineer
 Lead Operator
 Joint venturer in Lead [Contractor][Engineer][Operator]
 Financially Responsible Party for Cintra Global Ltd. and Ferrovia Agroman US Corp.

Part B: Certifications

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
(1)	Has the entity or any Affiliate or any current officer thereof been indicted or convicted of bid or other contract related crimes or violations (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any other felony or serious misdemeanor within the past ten years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).

(a) *The Director of Institutional Relations for Ferrovia Agroman, S.A., an affiliate of Ferrovia, S.A., has testified as an “imputado” in a preliminary investigation carried out by a Spanish Court in Barcelona in relation to alleged embezzlement from the Palau de la Música de Barcelona by its Chairman. The presiding judge was investigating whether any portion of sums donated were set aside in order to influence the award of public contracts by the Catalanian Regional Government to Ferrovia Agroman, S.A. Under Spanish Law, the term “imputado” means that such a person is considered suspect of having participated in a criminal act, but like in the United States, is innocent until proven otherwise at trial, and likewise afforded the right to a defense and due process. The trial started on 1 March 2017.*

The court has not yet analyzed the allegations and defenses in order to determine whether the potential for criminal liability exists, and to date, no officer, director, or employee of the company has been convicted in connection with this matter. It is Ferrovia Agroman S.A.’s belief that after the trial has concluded, the Director of Institutional Relations will be fully exonerated.

(b) *Ferrovia Agroman, S.A.’s (an affiliate of Ferrovia, S.A.) country manager in Italy testified as “imputado” in a preliminary investigation initiated by the District Attorney of Savona (Italy) in 2009 in relation to certain alleged breaches of public contracts and alleged fraud in the context of a contract for the unfold of the stretch of railroad Andora – San Lorenzo al Mare for Rete Ferroviaria Italiana S.p.A./ITALFERR. The proceeding concluded in July 2015. The Court’s binding decision was that Ferrovia Agroman S.A.’s country manager was absolved of all the charges and that Ferrovia Agroman S.A. was imposed an administrative fine of 60.000 euros, for not having establish at that time (2009) any internal procedure regarding crime prevention. The administrative fine was calculated taking into account that*

<u>No.</u>	<u>Certification Questions</u>	<u>Yes</u>	<u>No</u>
------------	--------------------------------	------------	-----------

the company has established internal procedures regarding crime prevention and risk control.

- | | | | |
|-----|--|-------------------------------------|--------------------------|
| (2) | Has the entity or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction within the past ten years? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----|--|-------------------------------------|--------------------------|

If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.

- (a) *On March 2, 2016, SH 130 Concession Company, LLC, and Cintra TX 56 LLC, affiliates of Ferrovial, S.A., filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (Austin Division). The case is being administered under Case No. 16-10262 and Case No. 16-10264 before the Honorable Tony M. Davis.*
- (b) *ITR Concession Company Holdings, LLC and Statewide Mobility Partners, LLC are affiliates of Ferrovial, S.A.. On September 21, 2014, ITR Concession Company, LLC (a former affiliate), ITR Concession Company Holdings, LLC and Statewide Mobility Partners, LLC filed a “pre-packaged” Chapter 11 restructuring plan that permitted ITRCC to either sell its assets through a competitive process or recapitalize ITRCC by reducing its debt. On October 28, 2014, the United States Bankruptcy Court in the Northern District of Illinois confirmed ITRCC’s prepackaged Chapter 11 plan of reorganization (the “Plan”). Prior to its Chapter 11 filing, ITRCC secured acceptances for the Plan from all of its equity holders and holders of 98% of ITRCC’s senior secured creditors. As contemplated in the Plan, the Special Committee selected a responsive bidder, IFM Investors, who placed a bid of \$5.725 billion. The parties reached financial close on May 27, 2015 whereby IFM purchased 100 percent of the membership interests of ITRCC in consideration for a purchase price of \$5.725 billion. IFM is now the operator of the Indiana Toll Road. ITRCC’s former direct and indirect owners have been fully released from any liabilities related to the Indiana Toll Road. Documents related to this matter can be viewed at <https://www.kccllc.net/itr/document/143428415031100000000001>.*
- (c) *On December 2012 the Spanish Commercial Court declared the AP 36 Ocaña-La Roda concession company (“AP36CC”), an affiliate of Ferrovial, S.A., to enter the voluntary insolvency procedure (“concurso voluntario de acreedores”). On January 2015 Spanish government lawyers representing Seittsa, the entity fully owned by the Spanish government, submitted an arrangement proposal to the Commercial Court. However, on February 2015 the competent commercial court dismissed in a court order the arrangement proposal submitted by the Spanish government lawyers. In December 2016 the Madrid Provincial Appellate Court definitively set aside the arrangement proposal submitted by the Government through Seittsa and accordingly the only viable solution for AP36CC was the entering the definitive liquidation phase, which is ongoing.*
- (d) *On October 2012 the Spanish Commercial Court declared the Radial 4 concession company (“R4CC”), an affiliate of Ferrovial, S.A., to enter the voluntary insolvency procedure (“concurso voluntario de acreedores”). The preparation of the list of creditors and the claims relating to R4CC that were determined during the initial phase of the insolvency proceedings were very lengthy. Finally the Court has confirmed R4CC entering the liquidation phase in May 2017.*

- | <u>No.</u> | <u>Certification Questions</u> | <u>Yes</u> | <u>No</u> |
|------------|---|-------------------------------------|-------------------------------------|
| (3) | <p>Has the entity or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action:</i></p> <p>(a) <i>We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an affiliate of Cintra Global Ltd., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.</i></p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (4) | <p>Has the entity or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten years?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) | <p>Has any construction or project or operations and maintenance contract performed or managed by the entity or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain:</i></p> <p>(a) <i>While I-77 Mobility Partners LLC has had more than one failure, it has not had repeated failures of the same safety rule, regulation or requirement.</i></p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (6) | <p>Has the entity or any Affiliate been found, adjudicated or determined by any Federal court, Federal agency, state court or state agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Colorado governmental agency) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years, (including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Colorado law)?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) | <p>Has the entity or any Affiliate been found, adjudicated, or determined by any Federal court, Federal agency, state court or state agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?</p> <p><i>If yes, please explain:</i></p> <p>(a) <i>We have recently received a notification that the State of New York has issued a penalty against Amey Consulting USA Inc., an affiliate of Cintra Global Ltd., for an alleged failure to have in place workers compensation insurance. Amey's position is that no offence has been committed since the entity did have cover in place and that insurance was not needed as there were no employees in any event. The matter is progressing.</i></p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

No. Certification Questions

Yes **No**

- (8) With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this Form, is any legally effective or recognized form of notice or warning, or investigation, proceeding, claim, matter, suit, indictment, etc., currently pending against the entity that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

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

(a) Ferrovia Agroman, S.A., an Affiliate of Cintra Global Ltd., received a lawsuit from a former employee dated April 6, 2015, which could be responsive to Question No. 6. The lawsuit is pending in the District of Puerto Rico. The company has investigated the allegations and thoroughly denies its merits.

(b) On December 16, 2015, the North Carolina Department of Justice Consumer Protection Division (“NCDOJ”) issued to I-77 Mobility Partners LLC (“I77MP”), an Affiliate of Cintra Global Ltd., an Investigative Demand consisting of 15 requests for documentation and information from I77MP and its affiliates. I77MP has cooperated fully with the NCDOJ and in February 2017 completed its responses to each of the questions in the Investigative Demand. To date, the NCDOJ has not issued any further or follow-up requests.

(c) Broadspectrum Downstream Services, Inc. (“Broadspectrum”), an oil refinery maintenance company which is an affiliate of Cintra Global Ltd., is a defendant in one California single plaintiff suit alleging a prevailing wage violation and two California employment practice suits primarily alleging retaliation, but which include allegations of discrimination. Broadspectrum is vigorously defending all suits.

[REMAINDER OF PAGE INTENTIONALLY BLANK; CONTINUED ON THE FOLLOWING PAGE]

(9) Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

Financially Responsible Party for Cintra Global Ltd. and Ferrovial Agroman US Corp.: Ferrovial, S.A.

By:



Printed Name: Claudio Bonet Gutiérrez

Title: Authorized Representative

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 Cintra Global Ltd. (100)%	As per Proposer Update Submission No.01, Revision 2: <ul style="list-style-type: none">• Replacement of Cintra Infraestructuras Internacional, S.L.U. with Cintra Global Ltd.• Removal of Bechtel Development Company, Inc. as Equity Member	None
2. Lead Contractor Ferrovial Agroman US Corp (75)% SEMA Construction, Inc.(25)%	As per Proposer Update Submission No.01: Replacement of Bechtel Infrastructure Corporation with SEMA Construction, Inc. as a Member of the Lead Contractor with participation of 25% Ferrovial Agroman US Corp. increased its participation in the Lead Contractor from 51% to 75%	None
3. Lead Engineer Janssen & Spaans Engineering, Inc. (40)% OTHON, INC. (30)% T.Y. Lin International (30)%	As per Proposer Update Submission No.01: Replacement of Bechtel Infrastructure Corporation with T.Y. Lin International	None
4. Lead Operator Cintra Global Ltd. (100)%	As per Proposer Update Submission No.01, Revision 2:	None

	<ul style="list-style-type: none"> • Replacement of Cintra Infraestructuras Internacional, S.L.U. with Cintra Global Ltd. • Removal of Bechtel Development Company, Inc. as a member of the Lead Operator. 	
<p>5. Financially Responsible Parties Ferrovia, S.A. (Financially Responsible Party for Cintra Global Ltd. and Ferrovia Agroman US Corporation)</p>	<p>Ferrovia, S.A. (Financially Responsible Party for Cintra Global Ltd and Ferrovia Agroman US Corporation)</p>	<p>None</p>

Part 2: Other Proposer Team Members³¹

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 Cintra Global Ltd.	None	None
2. Legal Advisors To Proposer: Gibson, Dunn & Crutcher, LLP To Lenders: Ashurst LLP Other: Spencer Fane Britt & Browne LLP		None
3. Technical Advisors to Lenders Arup North America Ltd.		None
4. Insurance Advisors To Proposer: AON Risk Services Southwest, Inc To Lenders: Willis Consulting, S.L.	Addition of: <ul style="list-style-type: none"> • AON Risk Services Southwest, Inc. and • Willis Consulting, S.L. 	None
5. Consultants LindaWilsonGroup, Inc Stratton-Carpenter & Associates Gannett Fleming Inc. Maxx Impact Group Amec Foster Wheeler Environment & Infrastructure, Inc. Fugro Consultants, Inc. Professional Service Industries, Inc. Wenk Associates, Inc.	Addition of: <ul style="list-style-type: none"> • Gannett Fleming Inc. (ITS) • Maxx Impact Group • Amec Foster Wheeler Environment & Infrastructure, Inc. • Professional Service Industries, Inc. (Intertek) • Wenk Associates, Inc. 	Addition of: <ul style="list-style-type: none"> • Operis Business Engineering Limited

³¹ Proposers are only required in this Part to identify external advisors and consultants.

Bond and Kennedy, Inc. Felsburg Holt & Ullevig Cardno, Inc. Operis Business Engineering Limited	<ul style="list-style-type: none"> • Bond and Kennedy, Inc. (technical writer) • Felsburg Holt & Ullevig 	
<p>6. Sub-contractors</p> <p>None</p>	Removal of: <ul style="list-style-type: none"> • SEMA Construction, Inc. (now Member of Lead Contractor as per Proposer Update Submission No. 01). 	None

Annex B: Pass/Fail Evaluation Criteria Verification

No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied
1.	Administrative and Technical Proposal submitted at the Proposal Submission Location on or before the Technical Proposal Deadline.	<u>Sections 5.1.1.a and 5.1.2.a.i of Part C</u>	☒
2.	Proposer's Baseline Substantial Completion Date is no later than November 30, 2022.	<u>Section 2.1.10 of the Administrative and Technical Proposal Submission Requirements</u>	☒
3.	No Proposer Material Adverse Change has occurred since the date of the Proposer's SOQ or exists at the date of its Administrative and Technical Proposal.	<u>Section 3 of the Administrative and Technical Proposal Submission Requirements</u>	☒
4.	Administrative and Technical Proposal conforms to all ITP instructions regarding organization, format and content.	<u>Sections 1.1 and 1.4 of the General Proposal Instructions</u>	☒
	(a) The Administrative and Technical Proposal is properly formatted.	<u>Section 1.1.1 of the General Proposal Instructions</u>	☒
	(b) The Administrative and Technical Proposal is arranged in the order set out in the tables specifying the relevant <u>Administrative and Technical Proposal Submission Requirements</u> .	<u>Section 1.1.2.a of the General Proposal Instructions</u>	☒
	(c) Each Volume is sub-divided and tabbed to correspond to the Section numbering set out in the tables specifying relevant <u>Administrative and Technical Submission Requirements</u> .	<u>Section 1.1.2.b of the General Proposal Instructions</u>	☒
	(d) Proposer has submitted:		☒
	(i) all required hardcopy volumes, properly separated and labeled; and	<u>Sections 1.2.1.a.i, 1.2.2.a.i, 1.2.2.b and 1.2.2.d of the General Proposal Instructions</u>	☒
	(ii) all required digital materials.	<u>Section 1.2.1.b of the General Proposal Instructions</u>	☒
	(e) The Proposal is exclusively in the English language, uses United States customary units of measure specifies monetary amounts in US dollar denominations.	<u>Section 1.3.1 of the General Proposal Instructions</u>	☒
	(f) There is no electively included information or materials in addition to the information	<u>Section 1.3.4 of the General Proposal</u>	☒

No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied
	and materials specifically requested in the RFP.	<u>Instructions</u>	
5.	Volume 1 of the Administrative and Technical Proposal includes each of the following:		☒
	(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>	☒
	(i) <u>Annex A (List of Proposal Team Members)</u> ; and		☒
	(ii) <u>Annex B (Pass/Fail Evaluation Criteria Verification)</u> .		☒
	(b) Form B (<u>Confidential Contents Index</u>).	<u>Section 1.2 of the Administrative and Technical Proposal Submission Requirements</u>	☒
	(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>	☒
	(d) Any of: (i) Stipend Agreement; (ii) statement regarding waiver of rights to payment of the Stipend Payment; or (iii) statement regarding prior submission of the Stipend Agreement.	<u>Section 1.4 of the Administrative and Technical Proposal Submission Requirements</u>	☒
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>	☒
	(a) Executive Summary.	<u>Section 2.1.1.a of the Administrative and Technical Proposal Submission Requirements</u>	☒
	(b) Part 1: Project Management.	<u>Section 2.1.2 of the Administrative and Technical Proposal Submission Requirements</u>	☒
	(c) Part 2: Quality Management.	<u>Section 2.1.3 of the Administrative and Technical Proposal Submission Requirements</u>	☒

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

No.	Initial Administrative and Technical Pass/Fail Criteria	ITP Sec. Ref.	Satisfied
	(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
	(a) Either: (i) financial statements; or (ii) a statement regarding their absence, for: ³⁵	<u>Section 3.1.1 of the Administrative and Technical Proposal Submission Requirements</u>	<input checked="" type="checkbox"/>
	(i) each Equity Member; Cintra Global Ltd.		<input checked="" type="checkbox"/>
	(ii) Lead Contractor; Ferrovial Agroman US Corp., SEMA Construction, Inc.		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	(iii) Lead Engineer; Janssen & Spaans Engineering, Inc., OTHON, INC., T.Y. Lin International		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	(iv) Lead Operator; and Cintra Global Ltd. (See Equity)		<input checked="" type="checkbox"/>
	(v) each Financially Responsible Party (if any). Ferrovial, S.A. of Cintra Global Ltd. and Ferrovial Agroman US Corp.		<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; Cintra Global Ltd.		<input checked="" type="checkbox"/>
	(ii) Lead Contractor; Ferrovial Agroman US Corp., SEMA Construction, Inc.		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	(iii) Lead Engineer; Janssen & Spaans Engineering, Inc., OTHON, INC., T.Y. Lin International		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	(iv) Lead Operator; and Cintra Global Ltd. – (See Equity)		<input checked="" type="checkbox"/>
	(v) each Financially Responsible Party (if any). Ferrovial, S.A. of Cintra Global Ltd. and Ferrovial Agroman US Corp.		<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; Cintra Global Ltd.		<input checked="" type="checkbox"/>
	(ii) Lead Contractor; Ferrovial Agroman US Corp., SEMA Construction, Inc.		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

³⁵ 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
	(iii) Lead Engineer; Janssen & Spaans Engineering, Inc., OTHON, INC., T.Y. Lin International		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
	(iv) Lead Operator; and Cintra Global Ltd. (See Equity)		<input checked="" type="checkbox"/>
	(v) each Financially Responsible Party (if any).		<input checked="" type="checkbox"/>
	(d) Completed <u>Form G-3</u> for each entity that has a credit rating.	<u>Section 3.4.1 of the Administrative and Technical Proposal Submission Requirements</u>	<input checked="" type="checkbox"/> Ferrovial, S.A.

Volume 1

1.2 Public Disclosure Information

Form B

1.2 Public Disclosure Info

An aerial photograph of a large highway interchange in Denver, Colorado, featuring multiple lanes and a bridge. The image is overlaid with a white silhouette of a city skyline and a yellow curved banner. The banner contains the text 'Central Park Boulevard/I-70 Interchange: Denver, Colorado'.

Central Park Boulevard/I-70 Interchange: Denver, Colorado

FORM B: CONFIDENTIAL CONTENTS INDEX

Proposer Name: I-70 Mile High Partners

Pursuant to Part D, Section 1.5.5 of the ITP, I-70 Mile High Partners believes the documents described below are CORA Exempt Materials.

I-70 Mile High Partners believes the: (a) confidential financial statements and confidential commercial information for Ferrovial Agroman US Corp. ("FAUS"), SEMA Construction, Inc. ("SEMA"), Janssen & Spaans Engineering, Inc. ("JSE"), OTHON, INC. ("Othon"), and T.Y. Lin International ("TY Lin"); and (b) (i) internal business strategy; (iii) technical information, designs, processes, and procedures; (iv) experience and know-how; of Cintra Global Ltd. ("Cintra") and its Affiliates (the Affiliates together with FAUS, SEMA JSE, Othon and TY Lin, the "I-70MH Entities"), which are being provided to the Procuring Authorities pursuant to Part C, Section 5.2 of the RFP and are contained in Volumes 2 and 3 are CORA Exempt Materials (the "Confidential Information"). The Confidential Information is required by the Procuring Authorities to be included as part of the submission of this Administrative and Technical Proposal. I-70 Mile High Partners has labeled this information as "CONFIDENTIAL AND PROPRIETARY" on each page (or for partially effected pages, within the page in such a manner that makes it clear where such information or materials begin and end).

I-70 Mile High Partners believes the Confidential Financial Information is CORA Exempt Material pursuant to the "Trade secret", "privileged information", "confidential commercial" and the "financial" exemptions contained in Colo. Rev. Stat. § 24-72-204(3)(a)(IV). The pertinent language of this exemption provides that the custodian of any public records shall deny the right of inspection of the following records "trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data . . . furnished by or obtained from any person." I-70 Mile High Partners believes that permitting the Confidential Information to be made public would cause substantial harm to the competitive position of one or more of the I-70MH Entities. Each of the I-70MH Entities are private companies, and with their Affiliates are involved in the development, design, construction, financing and operation of infrastructure projects globally and disclosure of the Confidential Information could permit competitors of the I-70MH Entities to use such information in a competitive position that harms them when bidding on future projects. I-70 Mile High Partners also believes it is in the Procuring Authorities' interest to protect confidential information if requested by any proposer, because failure to have such confidential information classified as CORA Exempt Materials could potentially impair the Procuring Authorities' future ability to gain necessary information for such projects by limiting the bidders to only those that are public or otherwise do not have confidential information.

Pursuant to Section 1.2 of the Administrative and Technical Proposal Submission Requirements, and except as noted below, I-70 Mile High Partners believes such CORA Exempt Materials should be exempt permanently. The CORA Exempt Materials relates to the: (i) financial statements and confidential commercial information of the FAUS, SEMA, JSE, Othon, and TY Lin; and (ii) the commercial, financial and trade secret information of the I-70MH Entities, and if the Confidential Information is publically disclosed - regardless of when - it would cause substantial harm to the competitive position of the I-70MH Entities, since, for example, a competitor could: (x) copy the operations strategy and know-how of the I-70 MH Entities; or (y) establish confidential financial information as of the date of I-70 Mile High Partners submission effectively as a base metric, and if combined with publically available information, could substantially harm the I-70MH Entities' ability to compete with respect to bidding for P3 projects in the US and worldwide in the future.

[Form B Index follows on next page]

FORM B: CONFIDENTIAL CONTENTS INDEX

Proposer Name: I-70 Mile High Partners

Form B: Confidential Contents Index

Administrative and Technical Proposal

Volume 1: None

No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Relevant CORA Exemption(s)	Duration of Exemption(s)
(1)	None					

Volume 2:

No.	Proposal Heading(s)	Proposal Section(s)	Proposal Page(s)	Other Identifying Information (if any)	Relevant CORA Exemption(s)	Duration of Exemption(s)
(1)	Executive Summary, Figure E-6 Preliminary Renewal Work Schedule	Section 1	2	Figure has brackets on the right and marked "Confidential and Proprietary"	Colo. Rev. Stat. § 24-72-204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Execution of Project Agreement
(2)	Incident Response Experience and Times graphic (top left of page)	Part 5, Section A.iii. b. and c. Emergency / Incident Management	35	Graphic has brackets on the left and marked "Confidential and Proprietary"	Colo. Rev. Stat. § 24-72-204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(3)	Figure 5.6, Preliminary Renewal Work Schedule	Part 5, Section B.v.a.	38	Figure has brackets on the right and marked "Confidential and Proprietary"	Colo. Rev. Stat. § 24-72-204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Execution of Project Agreement
(4)	Design Features that improve future maintenance examples: Bulleted list	Part 6, Section B.	42	Bulleted list has a brackets on the right and marked "Confidential and Proprietary"	Colo. Rev. Stat. § 24-72-204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Execution of Project Agreement

(5)	Appendix B: Draft Project Management Plan	2.1.9.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(6)	Appendix D: Draft Stage 1 Quality Management Plan	2.1.11.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(7)	Appendix E: Draft Stage 2 Quality Management Plan	2.1.12.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(8)	Appendix F: Draft Transportatio n Management Plan	2.1.13.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(9)	Appendix G: Draft Cover Design Baseline Report	2.1.14.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(10)	Appendix H: Draft Operations Management Plan	2.1.15.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent

(11)	Appendix I: Draft Maintenance Management Plan	2.1.16.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(12)	Appendix J: Draft Strategic Communicati ons Plan	2.1.17.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(13)	Appendix K: Draft Small and Disadvantag ed Business Participation Plan	2.1.18.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(14)	Appendix L: Draft Workforce Development Plan	2.1.19.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent
(15)	Appendix M: Draft Environment al Compliance Work Plan	2.1.20.	All	Marked with "CONFIDENTIAL AND PROPRIETARY"	Colo. Rev. Stat. § 24-72- 204(3)(a)(IV), "Trade secrets, privileged information, and confidential commercial" exemptions	Permanent

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 for Ferrovia Agroman US Corp.	3.1	n/a	Financial statements for 2016 are provided in sealed envelope and marked with "CONFIDENTIAL & PROPRIETARY"	Colo. Rev. Stat. §24-72-204 (3) (a) (IV), "confidential commercial" and "financial" exemptions	Permanent
(2)	Financial Statements for SEMA Construction, Inc.	3.1	n/a	Financial statements for 2016 are provided in sealed envelope and marked with "CONFIDENTIAL & PROPRIETARY"	Colo. Rev. Stat. §24-72-204 (3) (a) (IV), "confidential commercial" and "financial" exemptions	Permanent
(3)	Financial Statements for Janssen & Spaans Engineering, Inc.	3.1	n/a	Financial statements for 2016 are provided in sealed envelope and marked with "CONFIDENTIAL & PROPRIETARY"	Colo. Rev. Stat. §24-72-204 (3) (a) (IV), "confidential commercial" and "financial" exemptions	Permanent
(4)	Financial Statements for OTHON, INC.	3.1	n/a	Financial statements for 2016 are provided in sealed envelope and marked with "CONFIDENTIAL & PROPRIETARY"	Colo. Rev. Stat. §24-72-204 (3) (a) (IV), "confidential commercial" and "financial" exemptions	Permanent
(5)	Financial Statements for T.Y. Lin International	3.1	n/a	Financial statements for 2016 are provided in sealed envelope and marked with "CONFIDENTIAL & PROPRIETARY"	Colo. Rev. Stat. §24-72-204 (3) (a) (IV), "confidential commercial" and "financial" exemptions	Permanent

Volume 1

1.3

Organizational Conflicts of Interest

Part 1

Part 2



Central Park Boulevard/I-70 Interchange: Denver, Colorado

Section 1.3 Organizational Conflicts of Interest

Organizational Conflict of Interest Disclosure

Pursuant to the Instructions to Proposers (the “ITP”) issued by Colorado Bridge Enterprise and High Performance Bridge Enterprise (collectively, the “Procuring Authorities”) as part of the Final Request for Proposals to Design, Build, Finance, Operate and Maintain the Central 70 Project issued March 6, 2017 (as amended by Addendum No. 1 thereto, issued April 25, 2017, the “RFP”), Part D, Section 1.3.1.b., I-70 Mile High Partners hereby submits this Organizational Conflict of Interest Disclosure. While we do not believe that an “organizational conflict of interest” as referenced in the ITP exists, in spirit of full disclosure, we nevertheless wanted to disclose to the Procuring Authorities for discussion and evaluation the associations that Core Proposer Team Members and/or Affiliates thereof have with certain of the restricted Persons listed in ITP, Part D, Section 1.3.1.d.ii. The associations are as follows:

PART 1 PREVIOUS DISCLOSURES

As required by Section 1.3.b.i.A. of the Administrative and Technical Proposal Submission Requirements, below is a list of the previously disclosed associations made by I-70 Mile High Partners pursuant to Part B, Section 5.3.1.b. of the RFQ on June 22, 2015, and Part D Section 1.3.1.c. of the ITP on March 27, 2017.

1. Timothy J. Harris, P.E. – I-70 Mile High Partners is considering engaging as a subcontractor to its design-build team the engineering/design firm Beam, Longest and Neff, which has as its Western Region Director Timothy J. Harris. Mr. Harris is a former Chief Engineer of the CDOT and was a member of the executive oversight committee for the environmental impact statement for the Central 70 Project. Mr. Harris is not explicitly identified in RFQ, Part B, Section 5.3.1.d.ii.
2. Anthony M. Ryan, Esq. – Bechtel Development Company, Inc. (“BDC”), a Core Proposer Team Member, has hired Tony Ryan as in-house counsel to assist on various projects going forward, including the Denver I-70 East Project. Until being hired by BDC, Mr. Ryan had been an attorney at Hogan Lovells US LLP where he advised CDOT’s High Performance Transportation Enterprise in connection with the Eagle P3/I-36 project. Mr. Ryan is not explicitly identified in RFQ, Part B, Section 5.3.1.d.ii and has not worked on the Central 70 Project.
3. WS Atkins plc. – Atkins is a large multinational engineering firm engaged with Affiliates of BDC and Bechtel Infrastructure Corporation, a Core Proposer Team Member, on large infrastructure projects in Saudi Arabia and in the United Kingdom.
4. Atkins International Ltd. is the Technical Advisor under the Initial Senior Loan Agreement for SH130 Concession Company, LLC, an Affiliate of Cintra Infraestructuras Internacional, S.L. (“Cintra Internacional”), a Core Proposer Team Member.
5. Cintra Internacional, a Core Proposer Team Member, and its Affiliates in Spain, the UK and the Netherlands have been and currently are represented by Freshfields on various matters unrelated to the Central 70 Project.
6. Affiliates of Macquarie Capital currently have equity interests in both ITR Concession Company LLC and Skyway Concession Company LLC, which are each Affiliates of Cintra Internacional, a Core Proposer Team Member.
7. Affiliates of Macquarie Capital have appointed board members to Skyway Concession Company LLC and ITR Concession Company LLC and both current and past members of the boards of these two companies have been employed by Affiliates of Macquarie Capital. Such board members are Stephan Allen, Michal Bernasiewicz, Shemara Wikramanayake, John Hughes, Peter Trent, Tom Sines and Karl Kuchel.

8. In 2010 ITR Concession Company LLC engaged PBS&J, subsequently acquired by Atkins, for back office work. The value of the contract was less than \$100k.
9. Atkins/Grusamar is the Construction Technical Advisor for LBJ Infrastructure Group Holding LLC, an Affiliate of Cintra Internacional, a Core Proposer Team Member.
10. Atkins was the Lenders' Technical Advisor for Cintra Servicios de Infraestructuras, S.A., an Affiliate of Cintra Internacional, a Core Proposer Team Member, for the bidding processes of the following projects: Indiana Illiana and Illinois Illiana.
11. Altus is the Independent Certifier for 407 East Development Group General Partnership, an Affiliate of Cintra Internacional, a Core Proposer Team Member.
12. Macquarie Capital has provided financial advisory services to Affiliates of Cintra Internacional, a Core Proposer Team Member, in the airports division. The services are related to projects in Puerto Rico, Chicago and Europe. Additionally, MIRA (an Affiliate of Macquarie Capital) has participated in bidding consortia with Affiliates of Cintra Internacional for projects related to airports in Puerto Rico and Chicago. MIRA is also an equity partner with an Affiliate of Cintra Internacional in three airport projects located in the UK.
13. An Affiliate of Cintra Internacional from the business services division (Amey) has engaged Atkins as a subcontractor (and Atkins has engaged Amey as a subcontractor) on various projects unrelated to the Central 70 Project to provide technical advisory and certification work.
14. An Affiliate of Cintra Global Ltd. ("Cintra Global"), a Core Proposer Team Member, from the airports division has engaged a subsidiary of KPMG LLP (KPMG Auditores Consultores, Ltda.) on projects in Chile unrelated to the Central 70 Project to provide tax advisory services.
15. SEMA Construction, Inc., a Core Proposer Team Member, has engaged Communication Infrastructure Group, LLC to act as public information manager on two design build projects with the City and County of Denver that are unrelated to the Central 70 Project.
16. Othon, Inc., a subcontractor to Ferrovial Agroman US Corp. ("FAUS"), a Core Proposer Team Member, has engaged Atkins as a client on projects unrelated to the Central 70 Project.
17. Aon Risk Solutions ("Aon"), an advisor to Cintra Global and FAUS, each Core Proposer Team Members, provides risk advisory services to public owners, developers, lenders, and contractors on most of the large infrastructure projects in North America. Macquarie Capital and its Affiliates act as developers in these transactions and retain Aon to provide risk advisory service on their behalf, or Aon acts as risk advisor to the contractor on the team in which Macquarie Capital has assembled for a project pursuit. In addition, Freshfields Bruckhaus Deringer is a law firm client of Aon for various practice programs. Aon also works in the advisory team on these transactions representing one or more of the consortium members with the following other legal, technical, and insurance advisors contained in the list: Atkins, Kaplan Kirsch & Rockwell, Freshfields Bruckhaus Deringer, Kutak Rock, KPMG, and Cook Advisory Services.
18. Arup North America Limited ("Arup") is an advisor hired by Cintra Global, a Core Proposer Team Member, to provide technical advisory services to the lenders. Affiliates of Arup have been engaged by Macquarie Capital and its Affiliates to provide consulting services on projects both domestically and internationally unrelated to the Central 70 Project. An Affiliate of Arup has worked in a joint venture with Atkins in projects in Northern Ireland and England. An Affiliate of Arup has provided consulting services for KPMG, LLP on a project in Australia. Arup is represented by Kutak Rock LLP on a dispute related to a project in California.

19. Operis Business Engineering Limited, an advisor to Cintra Global, a Core Proposer Team Member, is presently providing consulting services to Macquarie Capital on projects both domestically and internationally unrelated to the Central 70 Project.

I-70 Mile High Partners is of the opinion that the relationships described above in Part 1 of this Preliminary Organizational Conflict of Interest Disclosure will not result in, nor could they be viewed as an organizational conflict of interest in connection with this RFP.

With respect to the association identified in item 1 above, such subcontractor was not retained by the design-build team. With respect to the associations identified in 2 and 3 above, such associations are in connection with an entity that is no longer a Core Proposer Team Member. With respect to the associations identified in 6, 7, and 8 above, such associations are in connection with entities that have been divested by Affiliates of Cintra Internacional. With respect to the associations identified in 5 and 9 through 14 above, each is with an Affiliate of a Core Proposer Team Member and is in connection with existing or potential projects that are entirely separate and unrelated to the Central 70 Project. With respect to the remaining associations, each is with a subcontractor, advisor, or consultant (or Affiliate thereof) of a Core Proposer Team Member and is in connection with existing or potential projects that are entirely separate and unrelated to the Central 70 Project. The companies on both sides of these associations are part of large multinational firms which are accustomed to working simultaneously on multiple large projects together in different and sometimes adverse capacities without improperly disclosing or sharing confidential or sensitive information. Additionally, none of these associations listed above individually or in the aggregate are of a magnitude that a party involved would have any material incentive to show favoritism to our Core Proposer Team Members on the Central 70 Project. Again, we are alerting the Procuring Authority of these associations in the interest of full disclosure; however we believe that, even without the implementation of these additional measures, none of these associations creates an “organizational conflict of interest”.

PART 2 ADDITIONAL DISCLOSURES

As required by Section 1.3.b.i.B. of the Administrative and Technical Proposal Submission Requirements, below is a list of the associations not previously disclosed by I-70 Mile High Partners.

1. An Affiliate of Macquarie Capital currently has equity interests in Zero Bypass Ltd. (holder of a concession in Slovakia), which is Affiliates of Cintra Global, a Core Proposer Team Member.
2. An Affiliate of Macquarie Capital has appointed board members to Zero Bypass Ltd. (holder of a concession in Slovakia) and current members of the board of this company have been employed by Affiliates of Macquarie Capital. Such board members are Mark Dening Bradshaw and Alexander Cheasty Kornman.
3. An Affiliate of Cintra Global, a Core Proposer Team Member, from the airports division has engaged a subsidiary of KPMG LLP on projects in France and Brazil unrelated to the Central 70 Project to provide tax and financial advisory services.
4. Affiliates of Cintra Global, a Core Proposer Team Member, from the highways division have engaged KPMG LLP (or a subsidiary thereof) on projects outside the US unrelated to the Central 70 project to provide tax advisory services.
5. Affiliates of Cintra Global, a Core Proposer Team Member, from the highways division have engaged Macquarie Capital on projects in the UK and Australia unrelated to the Central 70 project.
6. Affiliates of Cintra Global, a Core Proposer Team Member, from the highways division have engaged Atkins Limited on projects outside the US unrelated to the Central 70 project to provide technical advisory services.

I-70 Mile High Partners is of the opinion that the relationships described above in Part 2 of this Preliminary Organizational Conflict of Interest Disclosure will not result in, nor could they be viewed as an organizational conflict of interest in connection with this RFP.

With respect to the associations identified above, such associations are with Affiliates of a Core Proposer Team Member and is in connection with existing or potential projects that are entirely separate and unrelated to the Central 70 Project. The companies on both sides of these associations are part of large multinational firms which are accustomed to working simultaneously on multiple large projects together in different and sometimes adverse capacities without improperly disclosing or sharing confidential or sensitive information. Additionally, none of these associations listed above individually or in the aggregate are of a magnitude that a party involved would have any material incentive to show favoritism to our Core Proposer Team Members on the Central 70 Project. Again, we are alerting the Procuring Authority of these associations in the interest of full disclosure; however we believe that, even without the implementation of these additional measures, none of these associations creates an “organizational conflict of interest”.

Volume 1

1.4 Stipend Agreement

Form H



Central Park Boulevard/I-70 Interchange: Denver, Colorado

FORM H: STIPEND AGREEMENT

STIPEND AGREEMENT

THIS STIPEND AGREEMENT (this "Agreement") is made and entered into as of this [] day of [], [] by and between:

- (1) the Colorado High Performance Transportation Enterprise ("HPT") 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 HPT, is a division of CDOT (together, the "Procuring Authorities");
- (2) Cintra Global Ltd. (the "Equity Member");
- (3) Ferrovial Agroman US Corp., SEMA Construction, Inc. (together, the "Lead Contractor");
- (4) Janssen & Spaans Engineering, Inc., OTHON, INC., T.Y. Lin International (together, the "Lead Engineer");
- (5) Cintra Global Ltd. ("Lead Operator" and, together with the Equity Member, 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) I-70 Mile High Partners ("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

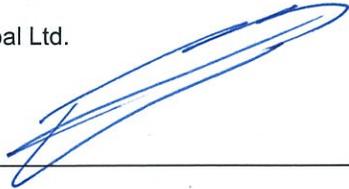
By: _____

Title: _____

Date: _____

Equity Member

Cintra Global Ltd.

By:  _____

Printed Name: Ricardo Bosch Urzúa

Title: Authorized Representative

Lead Contractor

Ferrovial Agroman US Corp. (Joint-Venturer in Lead Contractor)

By: _____

Printed Name: Ignacio Vivancos

Title: Managing Director

SEMA Construction, Inc.

By:  _____

Printed Name: T. Brett Ames

Title: Rocky Mountain District President

Corporate Vice President

Lead Engineer

Janssen and Spaans Engineering, Inc.

By:  _____

Printed Name: Abe Swidan _____

Title: President _____

Lead Engineer

OTHON, INC.

By:  _____

Printed Name: Charles A. Othon

Title: President/CEO

Lead Engineer

T.Y. Lin International

By: 

Printed Name: Mark Ashley, PE

Title: Senior Vice President, West Region Director

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

STATE CONTROLLER

ROBERT JAROS, CPA, MBA, JD

By: _____ , Delegee

Date: