3.1 EXECUTIVE SUMMARY

I-66 Express Mobility Partners commits to a true, long-term partnership with the Department of Transportation (the Department) and the Department of Rail & Public Transportation (DRPT) to deliver the most technologically-advanced corridor in the world and increase the quality of life for roadway users and residents of the region. Our commitment includes a dedication to three strategic partnering objectives with the Department that will result in delivering the maximum value to the Commonwealth:

- **Build and jointly operate the most technologically-advanced corridor in the world**

With our focus on the future, we will work with the Department to implement technology that will establish I-66 as the benchmark for future infrastructure and enhance the user experience.

- **Deliver and continuously enhance the optimal technical solution**

Our technical solution provides features that increase durability and extend the roadway’s service life to reduce maintenance costs during and after the Operating Period. In line with these long-term benefits, our solution also reduces the right-of-way acquisition area, avoids environmental impacts and improves connectivity throughout the corridor.

- **Foster a long-term working relationship with the Department with mutual benefits**

We have comprehensively analyzed both Department-owned and internally-owned risks. This approach resulted in a reduction of Department risks and enhancing our delivery of DBFOM services. We will reduce customer service risks with our proven tolling system, safety risks with design enhancements, community risks with a tailored communications plan, and future infrastructure risks with a Corridor Enhancement Plan that improved mobility.

**A. PROPOSAL ORGANIZATION AND CONTENTS OF THE PROPOSAL**

Our Technical Proposal is organized to align with Exhibit D Summary and Order of Proposal Contents of the Instructions to Proposers and contains responses to the sections listed in Exhibit B Technical Proposal Instructions. Our response also includes an Appendix, as prescribed in Exhibit D, with supporting information for the commitments and approaches explained in the Technical Proposal.

To enhance the review of our Technical Proposal, **Table 4.1-1** summarizes the areas of our proposal that align with “Evaluation Criteria of P3 Project Development Plan” from the Instructions to Proposers. This table serves as a tool for organizing our enhancements, and demonstrates our approach to consistently achieve the “exceptionally exceed requirements” category per 5.4.1 of the Instructions to Proposers.

**B. CHANGES TO PROPOSER’S SOQ**

The changes to our SOQ are listed in **Table 3.1-2** and only relate to Key Personnel and our organization.

**C. MAJOR PARTICIPANTS AND CHANGES IN ORGANIZATION / KEY PERSONNEL**

Our team’s Major Participants are integrated to reduce risk at all stages of the Project:

- With collective experience on significant P3 projects, we provide industry leaders in the development of large infrastructure projects to reduce delivery and operational risks on the Project.
- Our structure includes 13 sub-organizations (See 4.1.1) to reduce communication and technical risks with our proven organizational systems (See 4.1.5) that consistently prevent disputes and deliver optimal DBFOM solutions.
- Most of our Major Participants have worked together on successful large-scale infrastructure developments including the $2.6 billion LBJ Express, $2.1 billion North Tarrant Express Segments 1 and 2 and the $1.2 billion North Tarrant Express 35W which will facilitate teamwork within our organization and enhance our partnership with the Department. (Project values listed are total investment value)
TABLE 3.1-1  I-66 Express Mobility Partners Major Participants

<table>
<thead>
<tr>
<th>Major Participants</th>
<th>Cintra Global Ltd. (Cintra)</th>
<th>Meridiam Infrastructure North America Fund II (Meridiam)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity Member (of the Developer, which will self-perform the O&amp;M Work)</td>
<td>Four dynamic pricing express lanes DBFOM projects in the U.S. (three with Meridiam).</td>
<td>12 DBFOM projects in North America; eight DBFOM revenue risk projects under management globally</td>
</tr>
<tr>
<td></td>
<td>More than 4,500 lane-miles operated and maintained globally</td>
<td>Meridiam and its affiliates manage a portfolio of 48 projects globally</td>
</tr>
<tr>
<td></td>
<td>Since 2005, Cintra has committed more than $2 billion of equity and raised financing for P3 transportation projects in excess of $11 billion in North America</td>
<td>Globally, Meridiam has approximately $5.7 billion assets under management with more than 40 billion in total project value in P3 Projects</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead Contractor</th>
<th>Ferrovial Agroman US Corp. (Ferrovial Agroman)</th>
<th>Allan Myers VA, Inc. (Allan Myers)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>25 successful DBFOM projects with Cintra that total more than $10 billion in design-build value</td>
<td>26 successful projects with the Department in the last five years</td>
</tr>
<tr>
<td></td>
<td>Ferrovial Agroman has been awarded six major DBFOM contracts in the U.S. totaling more than $6.2 billion of construction value. (All with Cintra; three with Meridiam)</td>
<td>Allan Myers is the largest civil construction and materials company in the Mid-Atlantic and has served the Commonwealth of Virginia since 1967</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Lead Engineer</th>
<th>Janssen &amp; Spaans Engineering, Inc.</th>
<th>The Louis Berger Group Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Janssen &amp; Spaans has delivered innovative designs for major transportation projects exceeding $8 billion, $3 billion of which were completed with Ferrovial Agroman, including the LBJ Express</td>
<td>Louis Berger is one of the largest consulting organizations in the U.S., and has worked with Ferrovial Agroman on $3 billion worth of transportation projects, including the North Tarrant Express Segment 1 and 2, NTE 35W and I-77 Express</td>
</tr>
</tbody>
</table>

| American Structurepoint | American Structurepoint has been involved in significant P3 transportation projects including the Ohio River Bridges and has designed more than 1,500 roadway improvement projects |

TABLE 3.1-2  Changes in Key Personnel and Proposer’s Organization

In addition to the changes below, we have submitted additional Key Personnel roles to be included in the evaluation. (See 4.1.1)

<table>
<thead>
<tr>
<th>Role</th>
<th>Submitted in SOQ</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity Member</td>
<td>Cintra Global Holding Ltd.</td>
<td>Cintra Global Ltd.*</td>
</tr>
<tr>
<td>Developer’s P3 Project Manager</td>
<td>Belen Marcos</td>
<td>Javier Gutierrez</td>
</tr>
<tr>
<td>Lead Contractor’s P3 Project Manager</td>
<td>Luis Muñoz</td>
<td>Miguel Angel Alonso</td>
</tr>
<tr>
<td>Quality Assurance Manager (Lead Quality Manager)</td>
<td>Sherrie Robinson</td>
<td>Michelle Roberts</td>
</tr>
</tbody>
</table>

*This change is simply a corporate name change.

D. P3 DEVELOPMENT PLAN SUMMARY

I-66 Express Mobility Partners’ P3 Development Plan, outlined in Table 3.1-3 on the following page, focuses on five primary benefits that will enhance the corridor, each of which are demonstrated in our Technical Proposal with specific strategies.
**EXECUTIVE SUMMARY**

**EXCEPTIONALLY EXCEEDS REQUIREMENTS**

*Our DBFOM solutions provide the optimal technical solution for all aspects of the Project.*

- **Increased Durability:** Our pavement and structures design includes enhancements that will extend the design life, reduce maintenance costs and remedy localized distresses identified during our extensive due-diligence.

- **Reduced Right-of-Way:** Our design solutions have resulted in a 4.65-acre reduction in total acquisition area and eliminates nine parcels from the acquisition, including three resident relocations.

- **Improved Connectivity and Mobility:** Our approach includes six additional Express Lanes connections to enhance connectivity and person-throughput.

- **Extended Service Life:** We commit to transfer the Express Lanes to the Department with a 30-year service life. We also commit to repave the General Purpose Lanes and replace decks of Shared Structures before the end of the Operating Period.

**LOWER SCHEDULE RISK**

*Our DBFOM solutions result in a realistic duration for this Project that considers all schedule risks.*

- **Reduced Environmental Impacts:** Our design provides 100% avoidance of permanent impacts to jurisdictional streams and wetlands at all Park-and-Ride and Stormwater Management locations.

- **Reduced Negative Impacts to the Community:** Our Maintenance of Traffic approach will ensure that traffic interruptions are minimized and the entire public is considered in construction safety measures.

- **Reduced WMATA Impacts:** Our design resolves potential WMATA impacts including simplifying constructability of the pedestrian bridges and eliminating spans over WMATA’s rail yard.

- **Reduced Utility Impacts:** Our design avoids 57 potential utility conflicts with innovations including a reconfiguration of the Nutley Street interchange and keeping the Gallows Road power station in place.

**POSITIVE COMMUNITY IMPACT**

*Our DBFOM solutions include a broad range of positive impacts as symbols of our long-term partnership.*

- **Increased Level of Service and Operating Speeds:** We commit to providing higher operating speeds and higher Levels of Service during AM and PM peak hours.

- **Public Safety:** Our approach to construction safety, traffic management and incident response will enhance safety by eliminating construction hazards and improving response protocol.

- **Economic Impact:** We commit to achieving the DBE, SWaM, Local and Veteran hiring goals. We will also implement an economic development program that promotes local businesses.

**LONG-TERM PARTNERSHIP**

*Our DBFOM solutions focus on lasting benefits for the corridor with dedication to a 50-year partnership.*

- **Future Corridor Enhancements:** We have developed a preliminary Corridor Enhancement Plan that outlines additional projects in the corridor to improve mobility and throughput.

- **Future Technology Enhancements:** We have designed the corridor’s technology to enable connected and autonomous vehicles, and adapt with future technology advancements.

- **Alignment with VDOT:** We have structured our organization to align with the Department’s structure, breaking down the communication barriers associated with a single point of contact between entities.

- **WMATA Coordination:** Our solutions support a productive partnership with WMATA, which include a design that accommodates the 42-foot-wide median at all new structures to reduce future impacts.

- **VDOT Cost Savings:** We will implement winter operations for the Express Lanes which is estimated to provide direct savings for the Department in excess of $20 million over the Operating Period, and will reduce demand on Department resources.

**SUPERIOR CUSTOMER CARE**

*Our DBFOM solutions are customer-centric to provide users with an unparalleled customer experience.*

- **Enhanced Communications:** Our Communications Plan includes custom strategies for the various communities and groups along the corridor to ensure complete awareness.

- **Future Technology Enhancements:** With our goal to make the corridor the most technologically advanced in the world, customers will benefit from connected vehicle infrastructure and technology pilots that will enhance the user experience.

- **Sensitive Toll Collection Process:** Our toll collection process favors the customer with features such as an increased missed-a-toll window, alternate payment methods and extended time for the invitation to pay.

- **Continuous Improvement:** We will dedicate $500,000 during the first five years of the Operating Period to customer service enhancements that will be developed after results from customer benchmarking surveys completed by independent auditors.

---

**TABLE 3.1-3  P3 Development Plan Summary**

<table>
<thead>
<tr>
<th><strong>EXCEPTIONALLY EXCEEDS REQUIREMENTS</strong></th>
<th><strong>Our DBFOM solutions provide the optimal technical solution for all aspects of the Project.</strong></th>
</tr>
</thead>
<tbody>
<tr>
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<td>maintenance costs and remedy localized distresses identified during our extensive due-diligence.</td>
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</tr>
<tr>
<td></td>
<td>throughput.</td>
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</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>the Operating Period.</td>
</tr>
</tbody>
</table>

---

**LOWER SCHEDULE RISK**

*Our DBFOM solutions result in a realistic duration for this Project that considers all schedule risks.*

| **Reduced Environmental Impacts** | Our design provides 100% avoidance of permanent impacts to jurisdictional streams and |
|                                   | wetlands at all Park-and-Ride and Stormwater Management locations. |
| **Reduced Negative Impacts to the | Our Maintenance of Traffic approach will ensure that traffic interruptions are |
| Community**                       | minimized and the entire public is considered in construction safety measures. |
| **Reduced WMATA Impacts**         | Our design resolves potential WMATA impacts including simplifying constructability of the |
|                                   | pedestrian bridges and eliminating spans over WMATA’s rail yard. |
| **Reduced Utility Impacts**       | Our design avoids 57 potential utility conflicts with innovations including a reconfigu- |
|                                   | ration of the Nutley Street interchange and keeping the Gallows Road power station in place. |

---

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---

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| **WMATA Coordination** | Our solutions support a productive partnership with WMATA, which include a design that accommodates the 42-foot-wide median at all new structures to reduce future impacts. |
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MERIDIAM I-66 EXPRESS, LLC

RESOLUTIONS OF THE DIRECTOR

September 1st, 2016

The undersigned, being the Director (the “Director”) of Meridiam I-66 Express, LLC, a Delaware Limited Liability Company (the “Company”), hereby consents to the resolutions below and the taking or authorizing the actions specified herein pursuant to these resolutions of the Director (the “Resolutions”).

WHEREAS, the Director deems it advisable and in the best interest of the Company to pass each of the following resolutions:

AUTHORIZED PERSON(S)

RESOLVED, that any one of those persons listed on Exhibit A (each, an “Authorized Person”) is hereby authorized, empowered and directed, for, and on behalf of and in the name of the Company, to take such actions, including the execution of the teaming memorandum of understanding and the equity memorandum of understanding for Consortium that also includes Cintra Global Holding, LTD., non-disclosure agreements, mandate agreements with third party advisors, letter agreements, statements, memoranda, and forms, save for the signing of a binding bid, as may be ancillary, necessary, required or useful in connection with the submission of Response for Proposals (“RFP”) for the Transform 66 P3 Project (the “Project”) being procured by the Virginia Department of Transportation; and it is further

RESOLVED, that each and every action taken by an Authorized Person prior to the date and adoption of the foregoing resolution that would have been authorized by the foregoing resolution but for the fact that such actions were taken prior to such date, be, and each one hereby is, ratified, approved, confirmed and adopted; and it is further

RESOLVED, that the authority of each Authorized Person as granted pursuant to the foregoing resolutions, shall expire upon the earlier of (i) the Director’s termination of such person’s status as an Authorized Person, or (ii) October 31st, 2016; and it is further

RESOLVED, that this resolution be filed with the records of the Company.
IN WITNESS WHEREOF, these Resolutions have been duly executed by the Director on and are effective as of the date set forth above.

By: ____________________________

Name: Thierry Déau
Title: Director
## EXHIBIT A

### Authorized Persons

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Specimen Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thilo Tecklenburg, Authorized Signatory</td>
<td>![Signature]</td>
</tr>
<tr>
<td>Sven Kottwitz, Authorized Signatory</td>
<td>![Signature]</td>
</tr>
<tr>
<td>Jonathan Dingle, Authorized Signatory</td>
<td>![Signature]</td>
</tr>
</tbody>
</table>
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby makes, constitutes and appoints each of Thilo Tecklenburg, Sven Kottwitz, and Jonathan Dingle as the undersigned’s true and lawful agent and attorney-in-fact with full power and authority to execute, deliver and file on behalf of Meridiam Infrastructure North America Corporation, acting on its own behalf or on behalf of any limited partnership for which it serves as the investment advisor, all documents, certificates, instruments, statements, filings and agreements (collectively, “documents”) to be filed with or delivered to or required or requested by any person or entity pursuant to any legal or regulatory requirement necessary or advisable in connection with the Transform 66 P3 Project (the “Project”) in Virginia including, without limitation, to:

1. Execute and deliver the adviser mandates, advisory non-disclosure agreements, partnering agreements and partnering non-disclosure agreements in connection with the Project;

2. Execute and deliver a Memorandum of Understanding that also includes Cintra Global Holding, LTD., together I-66 Express Mobility Partners (the "Consortium");

3. do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable in connection with the Consortium's response, and any clarifications, to the Request for Proposals for the Project; and

4. take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required to be performed by, the undersigned .

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact’s substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted.

The authority of each Authorized Person as granted pursuant to the foregoing power of attorney shall expire upon the earlier of (i) the Director’s termination of such person’s status as an Authorized Person, or (ii) October 31st, 2016.
IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of the 1st day of September 2016.

MERIDIAM INFRASTRUCTURE NORTH AMERICA CORPORATION

By: __________________________
Name: Thierry Déau
Title: President
SECRETARY'S CERTIFICATE
FERROVIAL AGROMAN US CORP.

October 4, 2016

This Secretary's Certificate of Ferrovial Agroman US Corp., a Delaware corporation (the "Company"), is provided to the Virginia Department of Transportation. The undersigned, being the duly appointed Secretary of the Company, hereby certifies as follows:

1. As of the effective date set forth above, Mr. Ignacio Vivancos is the acting President and Managing Director of the Company.

2. As President and Managing Director of the Company, Mr. Vivancos is duly authorized to sign, on behalf of the Company, all relevant proposal documents, forms and commitments relating to the Transform 66 P3 Project.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.

Mario Menendez,
Corporate Secretary and
General Counsel
SECRETARY'S CERTIFICATE

ALLAN MYERS VA, INC.

October 4, 2016

Reference is made to the Request for Proposals dated as of July 29, 2016 (as amended to the date hereof, the “RFP”), issued by the Virginia Department of Transportation (the “Department”) to deliver high occupancy/toll lanes and associated facilities and services along the I-66 corridor between U.S. Route 15 in Prince William County and the Beltway in Fairfax County (the “Project”) and the proposal that I66 Express Mobility Partners will submit in response to the RFP (the “Proposal”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RFP.

This Secretary’s Certificate is delivered to the Department in connection with the participation of Allan Myers VA, Inc. (“Allan Myers”) as a member of the joint venture Lead Contractor for the Project.

I, Teresa S. Hasson, in my capacity as Secretary of Allan Myers, and on behalf of Allan Myers, do hereby certify that:

1. I am the duly elected, qualified and acting Secretary of Allan Myers.

2. As of the date hereof, Aaron Myers is Vice President/General Manager of Allan Myers and is authorized to sign on behalf of Allan Myers all certificates, forms, documents and instruments that are required by the RFP to be delivered by Allan Myers in connection with the Proposal. In no case has this authority been rescinded, revoked or made conditional.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of Allan Myers, in her capacity as an officer of Allan Myers and without personal liability, as of the date first set forth above.

[Signature]

Name: Teresa S. Hasson
Title: Secretary
September 19, 2016

Office of Transportation Public-Private Partnerships
1401 E. Broad Street, Suite 1306
Richmond, VA 23219

Re: Evidence of Authorized Signatory for Proposal to Develop, Design, Construct, Finance, Operate and Maintain the Transform 66 P3 Project (the “Project”)

Proposer – I-66 Express Mobility Partners

The undersigned is the duly elected, qualified and acting President of Janssen & Spaans Engineering, Inc. authorized to enter into transactions on behalf of the Corporation, and execute related documents, including but not limited to all highway infrastructure, design-build and public private partnership contracts, and related supporting documents, with the State of Virginia and the Virginia Department of Transportation (VDOT), among others, including but not limited to VDOT’s Transform 66 P3 Project (the "Project"), among others, and has the authority to authorize the Officers and other employees of the Corporation in his discretion to negotiate and execute said documents.

Consistent with the foregoing, the undersigned hereby authorizes the following employees of the Corporation:

Abe Swidan, President
and Phil Kuntz, Executive Vice President

to execute any and all documents in its Proposal for the VDOT’s Transform 66 P3 Project, including but not limited to Forms C, E, F, G, H, and I and ratifies any and all signatures on said documents that were made by them prior to the date of this declaration.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Signature: [Signature]

Name Printed: Abe Swidan

Title: President

Employer: Janssen & Spaans Engineering, Inc.

Proposer: I-66 Express Mobility Partners
Certificate

Louis Berger U.S., Inc.

I, Thomas G. Lewis, hereby certify that I am the duly elected President of Louis Berger U.S., Inc. I hereby certify the following is a true copy of a Resolution adopted by Unanimous Written Consent in Lieu of a Meeting of the Board of Directors of Louis Berger U.S., Inc. dated September 27, 2016, which shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors at which all Directors were present.

"RESOLVED, that Michael L. Kirk, Senior Vice President of this company, be and he hereby is authorized to execute a contract with the I-66 Express Mobility Partners for the Virginia Department of Transportation 66 P3 Project as the lead engineering firm, in the name and behalf of said company, and execution of this contract in this Company's name on its behalf by such Senior Vice President, shall be valid and binding upon this Company."

I hereby certify that said resolution has not been amended or repealed and remain in full force and effect as of September 27, 2016 and that Michael L. Kirk is a duly appointed Senior Vice President, respectively, of this Company.

DATED: September 27, 2016

[Signature]
Thomas G. Lewis
President

(Corporate Seal)

Sworn to and Subscribed Before Me
This 27th day of September, 2016.

[Signature]
BERNICE V. CALPO-MELEE
NOTARY PUBLIC OF NEW JERSEY
ID#2077129
My Commission Expires 06/20/2020

Louis Berger U.S., Inc.
412 Mount Kemble Avenue | Morristown | New Jersey | 07962-1946 | USA | Tel +1.973.407.1000

louisberger.com
American Structurepoint International, LLC is an Indiana limited liability company (the "Company") established on January 4, 2010.

The Company is in good standing as demonstrated by the attached Business Information provided by the Indiana Secretary of State.

The parties executing documents on behalf of the Company have been authorized by the Company’s Board of Managers as evidenced by the attached Resolution of Written Consent of the Board of Managers.
**Business Details**

- **Business Name:** AMERICAN STRUCTUREPOINT INTERNATIONAL, LLC
- **Entity Type:** Domestic Limited Liability Company
- **Creation Date:** 01/04/2010
- **Principal Office Address:** 7260 Shadeland Station, Indianapolis, IN, 46256 - 3957, USA
- **Domicile of State:** Indiana

**Principal Information**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Gregory L. Henneke</td>
<td>7260 Shadeland Station, Indianapolis, IN, 46256, USA</td>
</tr>
<tr>
<td>Secretary</td>
<td>Benjamin A. Braun</td>
<td>7260 Shadeland Station, 7260 Shadeland Station, IN, 46256, USA</td>
</tr>
<tr>
<td>Vice President</td>
<td>John A. Laschenik</td>
<td>7260 Shadeland Station, Indianapolis, IN, 46256, USA</td>
</tr>
<tr>
<td>Vice President</td>
<td>Cash E. Canfield</td>
<td>7260 Shadeland Station, Indianapolis, IN, 46256, USA</td>
</tr>
</tbody>
</table>

**Registered Agent Information**

- **Type:** Individual
- **Name:** Willis R. Conner
- **Address:** 7260 Shadeland Station, Indianapolis, IN, 46256 - 3957, USA
RESOLUTION OF WRITTEN CONSENT OF THE BOARD OF MANAGERS
OF AMERICAN STRUCTUREPOINT INTERNATIONAL, LLC

SEPTEMBER 19, 2016

WHEREAS, American Consulting, Inc., the sole member (the “Member”) of American Structurepoint International, LLC, an Indiana limited liability company (the “Company”), in the Second Amended and Restated Operating Agreement for the Company effective June 24, 2014 (the “Operating Agreement”), specified that management of the Company shall be exclusively vested in the Board of Managers; and

WHEREAS, the Board of Managers may delegate certain responsibilities for the operation of the Company to officers of the Company; and

WHEREAS, the Board of Managers would like to designate an officer to act on behalf of the Company for the I-66 Manage Lanes Project (the “Project”);

NOW THEREFORE BE IT RESOLVED, that the undersigned, being all of the members of the Board of Managers of the Company, hereby consent that the following actions may be, and the same hereby are, taken without the necessity of a meeting:

I. Authorization to Submit a Bid

RESOLVED, that the Company is authorized to tender a bid to participate in the Project;

II. Appointment of Responsible Officer

RESOLVED, that Gregory L. Hennke, President of the Company, is hereby authorized and directed to negotiate, sign and deliver for and on behalf of the Company such documents as may be required, provided that such documents are consistent with the resolution adopted herein;

III. Miscellaneous

RESOLVED, that this Written Consent be in lieu of a meeting of the Board of Managers and shall be filed in the official minute book of the Company; and

RESOLVED FURTHER, that this Written Consent may be executed in multiple original, facsimile or electronic counterparts, each of which shall be deemed an original, all of which when taken together shall constitute one and the same document.

[Signatures Begin on the Following Page]
IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS Written Consent to be executed as of the date first set forth above.

“BOARD OF MANAGERS”

______________________________
Gregory L. Henneke

______________________________
John A. Lashenik

______________________________
Shaun A. Cofer

______________________________
Kenton M. Moore

______________________________
Daniel L. Weinheimer
FORM A-1

TECHNICAL PROPOSAL COVER LETTER

Proposer: I-66 Express Mobility Partners

Technical Proposal Date: October 11, 2016

Office of Transportation Public-Private Partnerships
1401 E. Broad Street, Suite 1306
Richmond, VA 23219
Attn: Dr. Morteza Farajian

The undersigned ("Proposer") submits this Technical Proposal (the "Technical Proposal") in response to the Request for Proposals issued by the Virginia Department of Transportation (the "Department") dated July 29, 2016 (the "RFP"), to design, build, finance, operate and maintain the Transform 66 P3 Project (the "Project"), as more specifically described herein and in the documents provided with the RFP.

Capitalized terms not otherwise defined in this Technical Proposal will have the meanings set forth in the RFP, including the Instructions to Proposers (the "ITP") and Exhibit A of the Comprehensive Agreement.

In consideration for the Department supplying the Proposer, at Proposer’s request, with the RFP and agreeing to examine and consider this Technical Proposal, the Proposer undertakes:

(a) to incorporate this Technical Proposal into Proposer’s final Proposal, which will be submitted on or before the Financial Proposal Due Date as established by Section 1.6.1 of the ITP, without variation, amendment or modification of any kind whatsoever;

(b) if Proposer’s Proposal is selected by the Department as the Apparent Best Value Proposal, to enter into (or to cause the entity identified in its Proposal as the Developer to enter into) the Comprehensive Agreement without varying or amending the terms of this Technical Proposal (except for modifications agreed to by the Department in its sole discretion), and to satisfy all other conditions to the award of the Comprehensive Agreement, including compliance with all commitments contained in this Technical Proposal; and

(c) to develop the Proposer’s Financial Proposal on the basis of this Technical Proposal, without variation, amendment or modification of any kind whatsoever, except for modifications agreed to in writing by the Department in its sole discretion.

Enclosed and, by this reference, incorporated in and made a part of this Proposal are the following:

1. Executive Summary
2. Technical Proposal, including Certifications and Documents

Proposer acknowledges receipt of the following addenda to the RFP and sets of questions and responses:

Addendum #1 issued August 19, 2016
RFP Revisions and Clarifications Round 1 issued 2/2/16
Responses to Proposers Round 2 issued 3/21/16
Responses to Proposers Round 3 issued 4/21/16
Responses to Proposers Round 4 issued 7/26/16
Addendum #2 issued September 12, 2016
Statement of Clarification issued 9/15/16
Statement of Clarification issued 9/23/16
Statement of Clarification issued 9/29/16
Statement of Clarification issued 9/30/16
Statement of Clarification issued 10/3/16

Proposer certifies the following:

1. the Technical Proposal is submitted without reservation, qualification, assumptions or conditions;

2. the Developer, together with all other Contractors identified in the Technical Proposal that will be responsible for the performance of construction work on the Project, have been prequalified for such work by the Department;

3. Proposer has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies;

4. Proposer has carefully checked all the words, figures and statements in this Technical Proposal;

5. Proposer has conducted such other field investigations and additional design development as is prudent and reasonable in preparing this Technical Proposal; and

6. prior to the date of this Technical Proposal Cover Letter, Proposer has notified the Department of any deficiencies in or omissions from any RFP Documents or other documents provided by the Department.

Proposer represents that all statements made and information contained in the Statement of Qualifications (“SOQ”) previously delivered to the Department are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Technical Proposal. Proposer agrees that such SOQ, except as modified by the enclosed Technical Proposal, is incorporated as if fully set forth in this Technical Proposal.
Proposer understands that the Department’s selection of a Preferred Proposer, if any, is contingent upon the satisfaction of all of the requirements set forth in the ITP, including with respect to the Financial Proposal, and that the Department will be under no obligation to select the Proposer submitting the Proposal with the lowest Public Funds Amount or to make a selection at all. Proposer further acknowledges that if Proposer fails to timely submit a Financial Proposal, the Department immediately may cease review of this Technical Proposal and reject the Proposer’s Proposal in accordance with Section 4.2 of the ITP.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except to the extent expressly provided in Section 6.3 of the ITP (Payment of Stipend).

Proposer consents to the Department’s disclosure of its Technical Proposal in accordance with Section 2.2-3700 et seq. of the Code of Virginia to any Person, with the exception of those portions of the Technical Proposal that the Department has determined to be exempt as trade secrets or proprietary information pursuant to Section 2.2-3705.6(11) of the Code of Virginia.

Proposer agrees that the Department will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this Technical Proposal.

This Technical Proposal will be governed by and construed in all respects according to the laws of the Commonwealth of Virginia.

The business address of Proposer is as follows:

9600 Great Hills Trail, Suite 250E
(No.) (Street) (Floor or Suite)

Austin Texas 78759 USA
(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: N/A

Signature Page Follows
Proposer:

I-66 Express Mobility Partners

By: [Signature]
Print Name: Luis Tejerina
Title: Authorized Representative

Equity:

Cintra Global Ltd., as Equity Member

By: [Signature]
Print Name: Ricardo Bosch
Title: Authorized Representative

Meridiam I-66 Express, LLC, as Equity Member

By: [Signature]
Print Name: Sven Kottwitz
Title: Authorized Signatory
FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED SUBCONTRACTORS

Proposer Name  I-66 Express Mobility Partners

<table>
<thead>
<tr>
<th>Entity Name / Contact</th>
<th>Address of Head Office</th>
<th>Telephone / Fax</th>
<th>Specialty / Assignment</th>
<th>Subcontractor / Major Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rummel, Klepper &amp; Kahl, LLP</td>
<td>81 Mosher St. Baltimore, MD 21217</td>
<td>T: (410) 728-2900</td>
<td>Construction Quality Assurance</td>
<td>Subcontractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>F: (410) 728-2992</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Participants and/or Major Professional Services Firms resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. Proposer agrees that it will follow the requirements in the Comprehensive Agreement with respect to Subcontractors.

I declare under penalty of perjury under the laws of the Commonwealth of Virginia that the foregoing declaration is true and correct.

[Signature page follows.]

(Signature)

Luis Tejerina
(Name printed)

Authorized Representative
(Title)

I-66 Express Mobility Partners
(Proposer)

STATE of Texas
COUNTY (CITY) of TRAVIS (AUSTIN)

I JAI LEE GALANTI, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day personally appeared before me and made oath that he/she is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 29th day of Sept., 2016

Notary Public

My Commission expires: JUNE 12, 2018
FORM C
CERTIFICATION

Project Name: Transform 66 P3 Project

1) The Proposer certifies to the best of its knowledge and belief, that its board members and executives and the board members and executives of its Major Participants (as applicable):

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction with a public entity; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this Proposal had one or more transactions with public entities (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this form.

The undersigned makes the foregoing statements to be filed with the Proposal submitted on behalf of the Proposer for contracts to be entered into by the Department.

[Signature] [Date] September 29, 2016

Authorized Representative
Title

1-66 Express Mobility Partners

Name of Firm

Virginia Department of Transportation
Transform 66 P3 Project
Final RFP Addendum #2 September 12, 2016

Volume 1 to Request for Proposals
Instructions to Proposers
FORM D
INDUSTRIAL SAFETY RECORD FOR PROPOSER AND TEAM MEMBERS
PERFORMING INSTALLATION OR CONSTRUCTION WORK

PROPOSER’S NAME: I-66 Express Mobility Partners
NAME OF TEAM MEMBER: Ferrovial Agroman US Corp.
ROLE OF TEAM MEMBER: Member of Lead Contractor

This form shall be filled out separately and provided for each of the Major Participants on Proposer’s team that will perform or supervise installation or construction work for the Transform 66 P3 Project (the “Project”), and shall include information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States by the entity, with separate statistics relative to the Commonwealth of Virginia. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which the Department may require for evaluating the safety record.

<table>
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<tr>
<th>Total Hours Worked (in thousands)</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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<td>1,471</td>
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<td>0</td>
<td>0</td>
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<tr>
<td>Nationwide</td>
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<tr>
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<td>20</td>
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<td>0</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the Commonwealth of Virginia that the information is true and accurate within the limitation of those records.

Ferrovial Agroman US Corp.  
Name of Company (Print)  
Signature

9600 Great Hills Trail, Suite 200E  
Address

Managing Director  
Title

Austin, TX 78759  
City, State, Zip Code  
512-637-8588  
Telephone Number
FORM D
INDUSTRIAL SAFETY RECORD FOR PROPOSER AND TEAM MEMBERS
PERFORMING INSTALLATION OR CONSTRUCTION WORK

PROPOSER’S NAME: I-66 Express Mobility Partners
NAME OF TEAM MEMBER: Allan Myers VA, Inc.
ROLE OF TEAM MEMBER: Member of Lead Contractor

This form shall be filled out separately and provided for each of the Major Participants on Proposer’s team that will perform or supervise installation or construction work for the Transform 66 P3 Project (the “Project”), and shall include information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States by the entity, with separate statistics relative to the Commonwealth of Virginia. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. Proposer may be requested to submit additional information or explanation of data which the Department may require for evaluating the safety record.

<table>
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<tr>
<th></th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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<td>561</td>
<td>660</td>
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<td>523</td>
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<td>46</td>
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<tr>
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<td>1</td>
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<tr>
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<td>4</td>
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<td>3</td>
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<td>3</td>
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<td>3</td>
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<td>Number of days of* restricted work activity due to injury/illness</td>
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<td>70</td>
<td>134</td>
<td>0</td>
<td>0</td>
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<tr>
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<td>70</td>
<td>134</td>
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<td>116</td>
<td>70</td>
<td>134</td>
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<td>Incidence rate** Lost Workday Cases</td>
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<td>0.00</td>
<td>0.74</td>
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<td>Worker’s Compensation Experience Modifier</td>
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<td>0.700</td>
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<td>0.680</td>
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</table>
* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the Commonwealth of Virginia that the information is true and accurate within the limitation of those records.

Allan Myers VA, Inc.  
Name of Company (Print)

301 Concourse Blvd., Suite 300  
Address

Glen Allen, Virginia, 23059  
City, State, Zip Code

Signature

Vice President/General Manager  
Title

(804) 290-8500  
Telephone Number
FORM E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of I-66 Express Mobility Partners, that
(Name of entity making certification)

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☑ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And

☑ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: ___________________________

Name: Luis Tejerina

Title: Authorized Representative

Date: October 4, 2016

If not Proposer, relationship to Proposer: ___________________________
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Cintra Global Ltd., that
(Name of entity making certification)

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☑ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And

☑ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [Signature]

Name: Ricardo Bosch

Title: Authorized Representative

Date: October 4, 2016

If not Proposer, relationship to Proposer: Equity Member
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of Meridiam I-66 Express LLC, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [Signature]

Name: Sven Kottwitz

Title: Authorized Signatory

Date: October 4, 2016

If not Proposer, relationship to Proposer: Equity Member
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of Ferrovial Agroman US Corp., that:

(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☒ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☒ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: ____________________________

Name: Ignacio Vivancos

Title: Managing Director

Date: October 4, 2016

If not Proposer, relationship to Proposer: Member of the Lead Contractor
*Note:* The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of Allan Myers VA, Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☑ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☑ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [Signature]

Name: Aaron T. Myers

Title: Vice President/General Manager

Date: October 4, 2016

If not Proposer, relationship to Proposer: Lead Contractor
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of Janssen & Spaans Engineering, Inc. that:

(Name of entity making certification)

[check one of the following boxes]

☑ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☑ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: __________________________

Name: Abe Swidan

Title: President

Date: September 19, 2016

If not Proposer, relationship to Proposer: Lead Engineering Firm

Virginia Department of Transportation
Transform 66 P3 Project
Final RFP Addendum #2 September 12, 2016
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of Louis Berger U.S., Inc., that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☑ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:  

Name: Michael L. Kirk

Title: Senior Vice President

Date: 9-27-16

If not Proposer, relationship to Proposer: Lead Engineering Firm
Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer and Major Participants]

The undersigned certifies on behalf of American Structurepoint International, LLC, that:

(Name of entity making certification)

[check one of the following boxes]

☑ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs for nonconstruction (supply and service) contractors).

And [check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672.

☑ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, 11246 or 13672 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: ____________________________

Name: Gregory L. Henneke, PE

Title: President

Date: September 19, 2016

If not Proposer, relationship to Proposer: Lead Engineering Firm
**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted only in connection with contracts that are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposer, Major Participants or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.
FORM F

NON-COLLUSION AFFIDAVIT

Each of the undersigned, being first duly sworn, deposes and says that:

A. Ricardo Bosch is the Authorized Representative of Cintra Global Ltd. and Cintra Global Ltd. is the Equity Member of I-66 Express Mobility Partners, which entity(ies) are submitting a Proposal for the Transform 66 P3 Project (the "Project").

B. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of the Project.

Signed at Travis County (Austin), Texas, this 29 day of September, 2016

Cintra Global Ltd.
(Name of Firm)

By: ____________________________
(Signature)

Authorized Representative
Title (Print)

STATE of TEXAS
COUNTY (CITY) of TRAVIS (AUSTIN)

I, JAI LEE GALANTI, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day personally appeared before me and made oath that he/she is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 29th day of September, 2016

JAI LEE GALANTI My Commission expires: JUNE 12, 2018
Notary Public
FORM F

NON-COLLUSION AFFIDAVIT

Each of the undersigned, being first duly sworn, deposes and says that:

A. Sven Kottwitz is the Authorized Signatory of Meridiam I-66 Express, LLC ("the Entity") which entity is the Equity Member of I-66 Express Mobility Partners, the entity submitting a Proposal for the Transform 66 P3 Project (the "Project").

B. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of the Project.

Signed at New York, NY, this 13 day of September, 2016
County (City), State

Meridiam I-66 Express, LLC
(Name of Firm)

By: ____________________________
(Signature)

Authorized Signatory Meridiam I-66 Express, LLC
(Title – Print)

STATE of New York
COUNTY (CITY) of New York

Marcin Trojan
I, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day personally appeared before me and made oath that he/she is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this 23rd day of September, 2016

My Commission expires: 06/27/2019

Notary Public

[Duplicate or modify this form as necessary so that it accurately describes the entity submitting the Proposal and so that it is signed on behalf of Proposer by an authorized representative thereof, or, if Proposer is a joint venture or other association other than a corporation, limited liability company or partnership, so that it is signed by an authorized representative of each member of the Proposer.]
FORM G

BUY AMERICA CERTIFICATION

(To be signed by authorized signatory(ies) of Proposer)

The undersigned certifies on behalf of itself and all proposed subcontractors that only domestic steel and iron will be used in the Transform 66 P3 Project (the “Project”).

A. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Comprehensive Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

C. At Proposer’s request, the Department may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department.

Date: October 4, 2016

Signature

Authorized Representative of I-66 Express Mobility Partners
Title
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

1. The undersigned certifies that, to the best of its knowledge and belief:
   
   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier subcontracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: __________________________
Name: Luis Tejirina
Title: Authorized Representative
Entity Making Certification: I-66 Express Mobility Partners
Date: October 4, 2016
FORM H
USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: ____________________________
Name: Ricardo Bosch
Title: Authorized Representative
Entity Making Certification: Cintra Global Ltd.
Date: October 4, 2016
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: ____________________________
Name: Sven Kottwitz
Title: Authorized Signatory
Entity Making Certification: Meridiam I-66 Express, LLC
Date: October 4, 2016
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of
       the undersigned, to any person for influencing or attempting to influence an
       officer or employee of any federal agency, a member of Congress, an officer or
       employee of Congress, or an employee of a member of Congress in connection
       with the awarding of any federal contract, the making of any federal grant, the
       making of any federal loan, the entering into of any cooperative agreement, and
       the extension, continuation, renewal, amendment, or modification of any federal
       contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid
       to any person for influencing or attempting to influence an officer or employee of
       any federal agency, a member of Congress, an officer or employee of Congress,
       or an employee of a member of Congress in connection with any federal contract,
       grant, loan, or cooperative agreement, the undersigned will complete and submit
       Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with
       its instructions, and will include a copy of said form in its proposal or bid, or
       submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed
   when this transaction was made or entered into. Submission of this certification is a
   prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.
   Any person who fails to file the required certification will be subject to a civil penalty of
   not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier
   sub-contracts that exceed $100,000 and that all such recipients will certify and disclose
   accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its
   certification and disclosure, if any. In addition, the undersigned understands and agrees
   that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if
   any.

Signature: ________________________________
Name: Ignacio Vivanco
Title: Managing Director
Date: October 4, 2016
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: 

Name: Aaron T. Myers

Title: Vice President/General Manager

Entity Making Certification: Allan Myers VA, Inc.

Date: October 4, 2016
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: __________________________________________________________________________________________

Name: Abe Swidan

Title: President

Entity Making Certification: Janssen & Spaans Engineering, Inc.

Date: September 19, 2016
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

   (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

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3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: __________________________
Name: Michael L. Kirk
Title: Senior Vice President
Date: 9-27-16
FORM H

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

[To be executed by Proposer and Major Participants]

1. The undersigned certifies that, to the best of its knowledge and belief:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and will include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Proposer will require that the language of this certification be included in all lower-tier sub-contracts that exceed $100,000 and that all such recipients will certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801 et seq. apply to this certification and disclosure, if any.

Signature: ________________________________
Name: Gregory L. Henneke, PE
Title: President
Entity Making Certification: American Structurepoint International, LLC
Date: September 19, 2016
FORM I
CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer’s Name: I-66 Express Mobility Partners (“Proposer”)

Proposer’s attention is directed to Section 2.10.2 of the ITP and 23 CFR Part 636 Subpart A regarding organizational conflicts of interest and the restrictions applicable to such conflicts.

Proposers are advised that certain firms will not be allowed to participate on any Proposer team for the P3 Project because of their work with the Department in connection with the P3 Project procurement. Any capitalized terms not defined herein shall have the meanings given to them in the ITP or in Exhibit A to the Comprehensive Agreement.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of Proposer’s team (including Proposer and Major Participants, proposed consultants and proposed Contractors, and their respective chief executives, directors, and other key personnel for the P3 Project) that may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

Proposer should disclose (a) any current contractual relationships with the Department, (b) any past, present or planned contractual or employment relationships with any officer or employee of the Department, and (c) any other circumstances that might be considered to create a financial interest in the contract by any CTB member or any Department officer or employee if Proposer is awarded the Comprehensive Agreement. Proposer also should disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Proposer should disclose contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer’s team. The foregoing is provided by way of example, and will not constitute a limitation on the disclosure obligations.

_Steer Davies Gleave (“SDG”), I-66 Express Mobility Partners’ Traffic and Revenue consultant, is part of a team that has been added to the bench for Virginia Office of Public-Private Partnerships (VAP3) Staff Augmentation. No work has come from this yet._

_Bowman Consulting, I-66 Mobility Partners’ proposed consultant for Right of Way acquisition services, has certain current sub-contract agreements with prime firms that have current contracts with the Department. Those contracts are between the Department and such contractor or consultant firms. Richard Bennett, Director of Right of Way and Utility Coordination Services for Bowman Consulting, retired from the Department two (2) years ago. Carlos Garcia, P.E., of Bowman’s traffic engineering department, left the Department one and a half (1 ½) years ago and worked for another firm before starting to work for Bowman Consulting. Jason Bly is a part time employee in Bowman Consulting’s survey group that has worked, and may still be working._
for the Department. No one at Bowman Consulting had any part in preparing the P3 Project Procurement.

Rummel, Klepper & Kahl, LLP (“RKK”), a subcontractor of the Design-Build Contractor, has an employee named Shirlene Cleveland, who began work with RKK on June 13, 2016. Ms. Cleveland was formerly an employee of the Department. It is RKK’s understanding that Ms. Cleveland was not involved in the P3 Project Procurement on behalf of the Department.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps Proposer or other entities have taken or will take to avoid, neutralize or mitigate any organizational conflicts of interest described herein.

SDG’s involvement with the Virginia Office of Public-Private Partnerships (VAP3) Staff Augmentation has not yet begun. It is Proposer’s understanding that to the extent that SDG is an active consultant to the Proposer, it will not be called upon to do any work in connection with the P3 Project.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

______________________________
Signature

Luis Tejerina
Name
FORM R
STIPEND PAYMENT AGREEMENT

THIS STIPEND PAYMENT AGREEMENT (this “Agreement”) is made and entered into as of this 4th day of October, 2016, by and between the Virginia Department of Transportation (the “Department”), and I-66 Express Mobility Partners (“Proposer”).

WITNESSETH:

WHEREAS, as a result of a Request for Qualifications dated September 17, 2015, Proposer has been invited to submit a detailed proposal in response to a Request for Proposals (“RFP”) for the Transform 66 P3 Project (the “P3 Project”) in accordance with the Public-Private Transportation Act of 1995 (“PPTA”), and if selected as the Preferred Proposer in accordance therewith, Proposer will enter into the Comprehensive Agreement (the “Comprehensive Agreement”) with the Department; and

WHEREAS, as part of the procurement process for the Project, Proposer has already provided and/or furnished to the Department, and may continue to provide and/or furnish to the Department, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed orally and in writing 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, or other graphic and visual aids (collectively “Proposer’s Intellectual Property”); and

WHEREAS, the Department is willing to provide a payment to Proposer, subject to the express conditions stated in this Agreement, to obtain certain rights in Proposer’s Intellectual Property; and

WHEREAS, Proposer wishes to receive the payment offered by the Department, in exchange for granting the Department the rights set forth in this Agreement.

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

1. The Department’s Rights in Proposer’s Intellectual Property. Proposer hereby conveys to the Department all rights, title and interest, free and clear of all liens, claims and encumbrances, in Proposer’s Intellectual Property, which includes, without restriction or limitation, the right of the Department, and anyone contracting with the Department, to incorporate any ideas or information from Proposer’s Intellectual Property into: (a) the Comprehensive Agreement and the P3 Project; (b) any other contract awarded in reference to the P3 Project; or (c) any subsequent procurement by the Department. In receiving all rights, title and interest in Proposer’s Intellectual Property, the Department is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in Proposer’s Intellectual Property, and Proposer agrees
that it will, at the request of the Department, execute all papers and perform all other acts that may be necessary to ensure that the Department’s rights, title and interest in Proposer’s Intellectual Property are protected. The rights conferred herein to the Department include, without limitation, the Department’s ability to use Proposer’s Intellectual Property without the obligation to notify or seek permission from Proposer.

2. Exclusions from Proposer’s Intellectual Property. Notwithstanding Section 1 above, it is understood and agreed that Proposer’s Intellectual Property is not intended to include, and Proposer does not convey any rights to, the Escrow Documents submitted by Proposer in accordance with the RFP.

3. Proposal Payment. The Department agrees to pay Proposer, and Proposer agrees to accept, the lump sum amount of One Million and 00/100 Dollars ($1,000,000.00) (the “Proposal Payment”), which payment (i) constitutes payment in full to Proposer for the conveyance of Proposer’s Intellectual Property to the Department in accordance with this Agreement and (ii) is conditioned upon: (A) Proposer’s Proposal being, in the sole discretion of the Department, responsive to the RFP; (B) Proposer complying with all other terms and conditions of this Agreement; and either (C) Proposer having not been awarded the Comprehensive Agreement or (D) Proposer having been awarded the Comprehensive Agreement but Financial Close is not achieved by the Financial Close Deadline through no fault of the Proposer.

4. Payment Due Date. Subject to the conditions set forth in this Agreement, the Department will make payment of the Proposal Payment to the Proposer within forty-five (45) days after the latest of: (a) notice from the Department that it has awarded the Comprehensive Agreement to another Proposer; (b) notice from the Department that the procurement for the P3 Project has been cancelled and that the Department will not award the Comprehensive Agreement to any Proposer; or (c) notice from the Department that the Proposer has been awarded the Comprehensive Agreement but Financial Close is not achieved by the Financial Close Deadline through no fault of the Proposer.

5. Effective Date of this Agreement. The rights and obligations of the Department and Proposer under this Agreement, including the Department’s ownership rights in Proposer’s Intellectual Property, vest upon the date that Proposer’s Technical Proposal is submitted to the Department. Notwithstanding the above and unless the Department cancels this procurement prior to the Financial Proposal Due Date, if Proposer’s Technical and/or Financial Proposal (in either case, to the extent then-required to have been submitted in accordance with the RFP) is determined by the Department, in its sole discretion, to be nonresponsive to the RFP, then Proposer is deemed to have waived its right to obtain the Proposal Payment, and the Department will have no obligations under this Agreement.

6. Indemnity. Subject to the limitation contained below, Proposer will, at its own expense, indemnify, protect and hold harmless the Department and its 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 arising in whole or in part from: (a) the negligence or willful misconduct of
Proposer or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Proposer’s obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity will not apply with respect to any Claims caused by or resulting from the sole gross negligence or willful misconduct of the Department, or its agents, directors, officers, employees, representatives or contractors.

7. Assignment. Proposer will not assign this Agreement without the Department’s prior written consent, which consent may be given or withheld in the Department’s sole discretion. Any assignment of this Agreement without such consent will be null and void.

8. Authority to Enter into this Agreement. By executing this Agreement, Proposer specifically represents and warrants that it has the authority to convey to the Department all rights, title, and interest in Proposer’s Intellectual Property, including, but not limited to, any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Proposer’s Intellectual Property, free and clear of all liens, claims and encumbrances.


a. Proposer and the Department agree that Proposer, its team members, and their respective employees are not agents of the Department as a result of this Agreement.

b. Any capitalized term used herein but not otherwise defined will have the meanings set forth in the RFP.

c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the Commonwealth of Virginia, validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

e. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of laws principles.

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

By: ____________________________

Name: __________________________

Title: __________________________

I-66 EXPRESS MOBILITY PARTNERS

By: ____________________________

Name: Luis Tejerina

Title: Authorized Representative
October 4, 2016

Office of Transportation Public-Private Partnerships
1401 E. Broad Street, Suite 1306
Richmond, VA 23219
Attn: Dr. Morteza Farajian

RE: Response to the Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the Transform 66 P3 Project (the “Project”)

Instructions to Proposers- Exhibit B, Section 3.2.5.2 Information Regarding Key Personnel in the Proposal

Proposer – I-66 Express Mobility Partners

Dear Dr. Farajian:

In accordance with the requirements in Exhibit B, Section 3.2.5.2 of the ITP, Ferrovial Agroman US Corp. ("we" or the "employer"), the employer of the individual(s) set forth below, (such individual(s) constituting the relevant pre-approved Key Personnel), hereby commits to maintain such individuals’ availability for and active involvement in the P3 Project and declares having understood the time commitment requirements for Key Personnel and the Department rights if any such personnel is not devoting sufficient time to the prosecution and performance of the Project pursuant to the Comprehensive Agreement. Copies of the resumes and contact information in Form B-4 described in ITP Section 2.13 for each Key Personnel position are included in the Technical Proposal, Section D. (Appendices), as required pursuant to Exhibit B, Section 3.2.5.2 of the ITP.

<table>
<thead>
<tr>
<th>Key Personnel Assignment</th>
<th>Name of Individual Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Contractor's P3 Project Manager</td>
<td>Miguel Angel Alonso</td>
</tr>
<tr>
<td>Lead Contractor's Quality Control Manager</td>
<td>Esteban Trigueros</td>
</tr>
<tr>
<td>Lead Contractor's Environmental Compliance Manager</td>
<td>Derek Ivie, CWB</td>
</tr>
</tbody>
</table>

Sincerely,

Ferrovial Agroman US Corp.
Employer

I-66 Express Mobility Partners
Proposer

Ignacio Vivancos
Name

Managing Director
Title

Luis Tejerina
Name

Authorized Representative
Title
Month Day, 2016

Office of Transportation Public-Private Partnerships
1401 E. Broad Street, Suite 1306
Richmond, VA 23219
Attn: Dr. Morteza Farajian

RE: Response to the Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the Transform 66 P3 Project (the "Project")

Instructions to Proposers- Exhibit B, Section 3.2.5.2 Information Regarding Key Personnel in the Proposal

Proposer – I-66 Express Mobility Partners

Dear Dr. Farajian:

In accordance with the requirements in Exhibit B, Section 3.2.5.2 of the ITP, Cintra Global Ltd. ("we" or the "employer"), the employer of the individual(s) set forth below, (such individual(s) constituting the relevant pre-approved Key Personnel), hereby commits to maintain such individuals' availability for and active involvement in the P3 Project and declares having understood the time commitment requirements for Key Personnel and the Department rights if any such personnel is not devoting sufficient time to the prosecution and performance of the Project pursuant to the Comprehensive Agreement. Copies of the resumes and contact information in Form B-4 described in ITP Section 2.13 for each Key Personnel position are included in the Technical Proposal, Section D. (Appendices), as required pursuant to Exhibit B, Section 3.2.5.2 of the ITP.

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</thead>
<tbody>
<tr>
<td>Developer's P3 Project Manager</td>
<td>Javier Gutierrez</td>
</tr>
<tr>
<td>O&amp;M Manager</td>
<td>Jason &quot;Peter&quot; Sipes</td>
</tr>
<tr>
<td>Right of Way Manager</td>
<td>Dennis Sedlachek</td>
</tr>
<tr>
<td>P3 Project Finance Lead</td>
<td>Carlos Gonzalez</td>
</tr>
<tr>
<td>P3 Project Finance Lead</td>
<td>Ricardo Bosch</td>
</tr>
</tbody>
</table>

Signature Page Follows
Sincerely,

Cintra Global Ltd.
Employer
Signature
Luis Tejerina
Name
Authorized Representative
Title

I-66 Express Mobility Partners
Proposer
Signature
Luis Tejerina
Name
Authorized Representative
Title
September 22, 2016

Office of Transportation Public-Private Partnerships
1401 E. Broad Street, Suite 1306
Richmond, VA 23219
Attn: Dr. Morteza Farajian

RE: Response to the Request for Proposals to Develop, Design, Construct, Finance, Operate and Maintain the Transform 66 P3 Project (the “Project”)

Instructions to Proposers- Exhibit B, Section 3.2.5.2 Information Regarding Key Personnel in the Proposal

Proposer – I-66 Express Mobility Partners

Dear Dr. Farajian:

In accordance with the requirements in Exhibit B, Section 3.2.5.2 of the ITP, Rummel, Klepper & Kahl, LLP ("we" or the “employer”), the employer of the individual(s) set forth below, (such individual(s) constituting the relevant pre-approved Key Personnel), hereby commits to maintain such individuals’ availability for and active involvement in the P3 Project and declares having understood the time commitment requirements for Key Personnel and the Department rights if any such personnel is not devoting sufficient time to the prosecution and performance of the Project pursuant to the Comprehensive Agreement. Copies of the resumes and contact information in Form B-4 described in ITP Section 2.13 for each Key Personnel position are included in the Technical Proposal, Section D. (Appendices), as required pursuant to Exhibit B, Section 3.2.5.2 of the ITP.

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</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance Manager</td>
<td>Michelle Roberts, PE, CCM</td>
</tr>
</tbody>
</table>

Sincerely,

[Signature]

Miriam Kronisch, PE, CCM
Name

Senior Director
Title

[Rummel, Klepper and Kahl, LLP]

[Signature]

Luis Tejerina
Name

Authorized Representative
Title

[Signature]

[I-66 Express Mobility Partners]