

Bridging Pennsylvania Partners

Administrative and Legal Information for the
PennDOT Pathways Major Bridge P3 Initiative –
Volume I



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Volume 1 Administrative and Legal Information

Section 1 Administrative Information



Appendix 3

Summary and Order of Proposal Contents

Proposal Component	Form	ITP Cross- Reference	Page Limits	Proposal Cross-Reference
Volume I. Administrative and Legal Information				
Section 1. Administrative Information				
Proposal Letter	<u>Form A</u>	<u>Appendix 4</u> , Section 2.1(b)	N/A	6-21
Authorization Documents	N/A	<u>Appendix 4</u> , Section 2.1(b)	N/A	22-62
Executive Summary	N/A	<u>Appendix 4</u> , Section 2.1(c)	3 pages	63-67
Pre-Proposal Submittals	N/A	<u>Appendix 4</u> , Section 2.1(e)	N/A	68-69
Non-Collusion Affidavit	<u>Form B</u>	<u>Appendix 4</u> , Section 2.1(f)(i)	N/A	70-93
Conflict of Interest Disclosure Statement	<u>Form C</u>	<u>Appendix 4</u> , Section 2.1(f)(ii)	N/A	94-96
DBE Pledge	<u>Form E</u>	<u>Appendix 4</u> , Section 2.1(f)(iii)	N/A	97-98
Equal Employment Opportunity Certificate	<u>Form F</u>	<u>Appendix 4</u> , Section 2.1(f)(iv)	N/A	99-122
Lobbying Certification	<u>Form H</u>	<u>Appendix 4</u> , Section 2.1(f)(v)	N/A	123-137
Stipend Agreement	<u>Form J</u>	<u>Appendix 4</u> , Section 2.1(f)(vi)	N/A	138-148
Federal Debarment Certification	<u>Form K</u>	<u>Appendix 4</u> , Section 2.1(f)(vii)	N/A	149-150
Certification	<u>Form L</u>	<u>Appendix 4</u> , Section 2.1(f)(viii)(A)	N/A	151-208
Legal Information	N/A	<u>Appendix 4</u> , Section 2.1(f)(viii)(B)	N/A	209-211
Title VI Assurances	<u>Form M</u>	<u>Appendix 4</u> , Section 2.1(f)(ix)	N/A	212-221
Confidential Contents Index	N/A	<u>Appendix 4</u> , Section 2.1(g)	N/A	222-224
List of Proposer Team Members	N/A	<u>Appendix 4</u> , Section 2.1(h)	N/A	225-226
Section 2 Appendices				
Copies of Organization Documents	N/A	<u>Appendix 4</u> , Section 2.1(b)	N/A	228-293

Proposal Component	Form	ITP Cross- Reference	Page Limits	Proposal Cross-Reference
Proposer Teaming Agreement or Key Terms	N/A	<u>Appendix 4</u> , Section 2.1(b)	N/A	294-317
Letter accepting joint and several liability, if applicable	N/A	<u>Appendix 4</u> , Section 2.1(b)	N/A	318-319

Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(b)

Proposal Letter (Form A)



FORM A

PDA PROPOSAL LETTER

PENNDOT PATHWAYS MAJOR BRIDGE P3 INITIATIVE
INSTRUCTIONS TO PROPOSERS

Proposer: Bridging Pennsylvania Partners

PDA Proposal Due Date: January 19, 2022

The undersigned (“Proposer”) submits this Proposal (this “Proposal”) in response to that certain Request for Proposals in relation to the PennDOT Pathways Major Bridge P3 Initiative (as amended, the “RFP”) issued by the Commonwealth of Pennsylvania (the “Commonwealth”) acting by and through the Pennsylvania Department of Transportation, a principal department of the Commonwealth (“PennDOT”), dated December 15, 2021, for the PennDOT Pathways Major Bridge P3 Initiative pursuant to a Pre-Development Agreement (the “PDA”), as more specifically described herein and in the documents provided with the RFP (the “RFP Documents”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for PennDOT supplying this Proposer, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertake[s] jointly and severally²:

- (a) subject to Section 3.6.2 of the ITP, to keep this Proposal open for acceptance for 270 days after the PDA Proposal Due Date, without unilaterally varying or amending its terms and without any member of Proposer or partner (if Proposer is a partnership or a joint venture) withdrawing, or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium/organization on whose behalf this Proposal is submitted, without first obtaining the prior written consent of PennDOT; and
- (b) if the Proposer is selected as the Apparent Best Value Proposer, to provide security (including bonds, insurance, and letters of credit) for the due performance of the PDA as stipulated in the PDA and the RFP.

If PennDOT properly draws on Proposer’s Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Security refuses to honor PennDOT’s proper draw thereon, by its signature(s) below, each undersigned undertakes, on behalf of the Proposer’s Equity Members, and by such signature, the Proposer’s Equity Members each assume, joint and several liability, to PennDOT for the entire stated amount (in the case of a Proposal Letter of Credit) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

If selected by PennDOT as the Apparent Best Value Proposer, the Proposer agrees to do the following or to cause the entity created by the Apparent Best Value Proposer to enter into the PDA (the “PDA Entity”) to do the following: (a) enter into the PDA in accordance with Section 5.1 of the ITP; and (b) perform its obligations as set forth in the ITP (while the same governs) and the PDA, including compliance with all commitments contained in this Proposal.

² *If Proposer is a consortium, partnership or other form of joint venture, leave the words “jointly and severally,” otherwise delete.*

By submitting this Proposal, the Proposer certifies that it has read, accepts, and is able to obtain the insurances set forth in Exhibit 10 (*Required Insurance for PDA Work*) to the PDA as required.

Enclosed, and by this reference incorporated herein, is the Proposal. Proposer acknowledges receipt of the following Addenda:

Addendum No. 1 issued January 06, 2022

Addendum No. 2 issued January 10, 2022

The Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Project Portal for the Project, any Addenda, and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the PDA Entity; that it has carefully checked all the words, figures, and statements in this Proposal; that it has conducted a reasonable investigation in preparing this Proposal; and that it has notified PennDOT in writing of any deficiencies or errors in, or omissions from, any RFP Documents or other documents provided by PennDOT and all such internal inconsistencies, errors, or omissions have been resolved satisfactorily, and of any unusual site conditions observed prior to the date hereof.

The Proposer represents that all statements made in the SOQ previously delivered to PennDOT (as amended and resubmitted) are true, correct, and accurate as of the date hereof, except as otherwise specified in this Proposal and Proposal forms (including, for the avoidance of doubt, the Proposer's legal structure submitted under Volume 1.2 of the SOQ, the Key Personnel qualifications and commitments submitted under Volumes 2.3 and 2.4 of the SOQ, and all information regarding Major Team Members submitted on Form B (*Information Regarding Major Team Members*) to the SOQ). The Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein. Further, the Proposer represents that its Proposal remains valid and binding, and that all representations and certifications in its Proposal remain true, correct, and accurate, as of the date of the submittal of this Proposal.

The Proposer acknowledges PennDOT's reserved rights, including the right not to award the PDA.

The 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 any for reimbursement payment that PennDOT may make to a Proposer in accordance with the Stipend Agreement and ITP Section 4.11. The Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such Proposal Work Product.³

Subject to the Proposer's rights under the P3 Law and the Right-to-Know Law, the Proposer consents to PennDOT's disclosure of its Proposal, to any Persons after award and execution of the PDA by PennDOT. The Proposer acknowledges and agrees to the disclosure terms of the ITP. The Proposer expressly waives any right to contest such disclosures.

Proposer agrees that PennDOT shall not be responsible for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

³ The Proposer may delete this sentence if it does not wish to submit a Stipend Agreement and be reimbursed for its work product.

This Proposal shall be governed by and construed in all respects according to the laws of the Commonwealth of Pennsylvania.

Proposer's business address:

Nova Tower 1, One Allegheny Square	Suite 300		
(No.)	(Street)	(Floor or Suite)	
Pittsburgh	PA	15212	USA
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

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

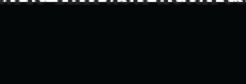
Bridging Pennsylvania Partners

By: 

Print Name: Sarah Schick

Title: Authorized Representative

Macquarie Infrastructures Developments LLC

By: 

Print Name: Sarah Schick

Title: Manager

By: _____

Print Name: Rick Mayfield

Title: Manager

Shikun & Binui Concessions USA Inc.

By: _____


Print Name: Sharon Novak

Title: Authorized Signatory

By: _____


Print Name: Lucas Lahitou

Title: Authorized Signatory

Major Team Members Joinder to PDA Proposal Letter

Under penalty of perjury, each of the undersigned, certifies on behalf of the entity for which he or she signs that:

- (a) the Proposer’s Authorized Representative named above is authorized by the relevant entity to sign this letter on behalf of the Proposer;
- (b) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the Proposal in respect of such entity have been authorized by such entity, and is or are correct, complete and not misleading;
- (c) All statements made in the SOQ previously delivered to PennDOT (as amended and resubmitted) in respect of such entity are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms (including, for the avoidance of doubt, any relevant portions of the legal structure submitted under Volume 1.2 of the SOQ, any relevant Key Personnel qualifications and commitments submitted under Volumes 2.3 and 2.4 of the SOQ, and all information regarding such entity submitted on Form B (*Information Regarding Major Team Members*) to the SOQ); and
- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

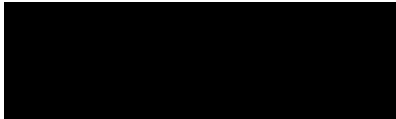
Equity Member:^{4,5}

Macquarie Infrastructures Developments LLC

By:  _____

Printed Name: Sarah Schick

Title: Manager

By:  _____

Printed Name: Rick Mayfield

Title: Manager

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Equity Member:^{4,5}

Shikun & Binui Concessions USA, Inc.

By: _____

Printed Name: Sharon Novak

Title: Authorized Signatory

By: _____

Printed Name: Lucas Lahitou

Title: Authorized Signatory

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Lead Construction Contractor:^{4,5}

Shikun & Binui – America Inc.

By: _____

Printed Name: Sharon Novak

Title: Authorized Signatory

By: _____

Printed Name: Michael Medina

Title: Authorized Signatory

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

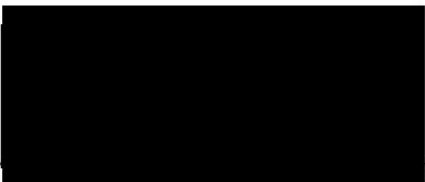
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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Lead Construction Contractor:^{4,5}

FCC Construcción, S.A.

By: 

Printed Name: Enrique Marijuan Castro

Title: Executive VP North America

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

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Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect:

Lead Engineering Firm
STV Incorporated

By: 

Printed Name: Richard M. Amodei

Title: Executive Vice President

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Nominated Subcontractor:^{4,5}

Kokosing Construction Company, Inc.

By: 

Printed Name: Kevin Ohl

Title: Vice President, Engineering & Alternative Delivery

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Nominated Subcontractor

W

B

Printed Name: Gregory M. Andricos

Title: President & COO

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Nominated Subcontractor:^{4,5}

Josep

By: _____

Printed Name: James P. McNelis

Title: President

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Nominated Subcontractor^{4,5}

H&K

By: _____

Printed

Title: Executive Vice President

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Major Team Members Joinder to PDA Proposal Letter

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- (b) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the Proposal in respect of such entity have been authorized by such entity, and is or are correct, complete and not misleading;
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- (d) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that PennDOT is relying on his or her representation to this effect.

Independent Quality Firm:^{4,5}

SAL Consulting Engineers, Inc.

By  _____

Printed Name: Ahmad K. Ahmadi, PE, PhD.

Title: Vice President

⁴ For any Major Team Member that is a joint venture, include signature by each joint venture member.

⁵ Signature block to be repeated for each Major Team Member.

Volume I Administrative and Legal Information

Section 1 **Appendix 4, 2.1(b)**

Administrative Information Authorization Documents



Authorization Documents

Copies of the organizational documents as described in the ITP, Appendix 4, Section 2.1(d) are provided in this section and as summarized in the table below.

Authorization Documents

Entity	Role	Provided
Bridging Pennsylvania Partners	Proposer	✓
Macquarie Infrastructure Developments LLC	Equity Member	✓
Shikun & Binui Concessions USA, Inc.	Equity Member	✓
Shikun & Binui - America	Lead Construction Contractor	✓
FCC Construcción, S.A.	Lead Construction Contractor	✓
STV Incorporated	Lead Engineering Firm	✓
Kokosing Construction Company, Inc.	Nominated Subcontractor	✓
Wagman Heavy Civil, Inc.	Nominated Subcontractor	✓
Joseph B. Fay Co.	Nominated Subcontractor	✓
H&K Group, Inc.	Nominated Subcontractor	✓
SAI Consulting Engineers, Inc.	Independent Quality Firm	✓



MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

SECRETARY'S CERTIFICATE

November 19, 2021

I, Diana Delgado, do hereby certify that I am the duly appointed Secretary of Macquarie Infrastructure Developments LLC, a limited liability company formed and existing under the laws of Delaware (the "Company"), and I certify as follows:

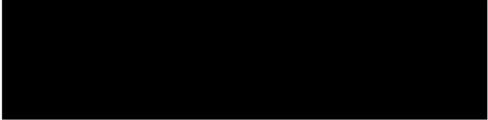
1. Each person named below is a duly elected, qualified and acting Manager of the Company, holding the position set forth opposite his or her name:

Name	Title
Sarah Schick	Manager
Rick Mayfield	Manager

2. The Manager of the Company named above have the power to act in the name of and on behalf of the Company in accordance with the Delaware Limited Liability Company Act, and this power has not been limited in either the Certificate of Formation or the current Limited Liability Company Agreement of the Company.

IN WITNESS WHEREOF, the undersigned, in her capacity as Secretary of the Company, has made and executed this certificate on the date shown above.

By_


Diana Delgado
Secretary
Macquarie Infrastructure Developments
LLC



POWER OF ATTORNEY

**VARIOUS AGREEMENTS IN THE ORDINARY
COURSE OF BUSINESS**

**MACQUARIE FINANCIAL HOLDINGS PTY
LIMITED
ACN 124 071 398**

EXPIRES: 30 JUNE 2023

MACQUARIE GROUP LIMITED
Level 6
50 Martin Place
Sydney NSW 2000
Telephone: (612) 8232 3333
© Macquarie Group Limited

1. POWER AND AUTHORITY

BY THIS DEED, MACQUARIE FINANCIAL HOLDINGS PTY LIMITED, ACN 124 071 398 (the "**Company**") nominates, constitutes and appoints each of the persons named in the First Schedule to this deed (each an "**Attorney**" and together the "**Attorneys**") to be its true and lawful attorney:

- (a) to sign as an agreement, confirmation, undertaking or acknowledgement under hand, or to sign, seal and deliver as a deed, any documents described in the Second Schedule to this deed (each a "**Document**" and more than one "**Documents**");
- (b) to complete blanks and to incorporate into any Document any amendments and provisions (whether or not material and whether or not involving changes to the parties) as may seem necessary or desirable to the Attorneys who sign that Document, as conclusively evidenced by their execution of the Document; and
- (c) to sign and perform all other instruments, assurances, acts, matters and things which in the opinion of the Company or the Attorneys (as conclusively evidenced by the execution or performance by the Attorneys of the instrument, assurance, act, matter or thing) are or may be necessary or desirable in relation to the execution, sealing or delivery of any Document, or any matter or transaction required by or contemplated in any Document, or as required by any court, arbitral body or regulatory or other authority in respect of a transaction or under a Document,

subject to the terms of this deed.

2. DECLARATION AND RATIFICATION

The Company declares that each Document and any other instrument executed by the Attorneys who execute that Document or instrument and all acts, matters and things done by the Attorney in performance of and in accordance with this deed will be as good, valid and effective to all intents and purposes whatsoever as if the same had been duly executed or done (as the case may be) by the Company itself.

3. INDEMNITY

The Company hereby indemnifies each Attorney in respect of any and all liabilities arising from anything lawfully done by the Attorney for or in relation to the Company pursuant to this deed.

4. CONTINUING AUTHORITY

The Company declares that this deed and the powers conferred by it in respect of any Attorney will continue in force until the earlier of:

- (a) notice of revocation of the powers being received by an Attorney;
- (b) the Attorney ceasing to be employed by the Company or a related body corporate of the Company; or
- (c) the day specified in the Third Schedule of this deed.

5. STATEMENT BY ATTORNEY

Any person or entity dealing with an Attorney in good faith may accept a written statement by an Attorney to the effect that the Attorney:

- (a) has not received notice of revocation of this deed;
- (b) has not ceased to be employed by the Company or a related body corporate of the Company; and
- (c) is:
 - i. a director of the Company; or
 - ii. an officer or employee of the business group and has one of the titles referred to in the First Schedule,

as conclusive evidence of that fact.

6. EXERCISE OF POWERS

The powers granted to the Attorneys under this deed may only be exercised by any two of the persons described in Part A of the First Schedule to this deed acting together or any one of the persons described in Part A of the First Schedule to this deed acting together with any one of the persons described in Part B of the First Schedule to this deed.

7. RESTRICTIONS ON POWERS

The Attorneys are expressly prohibited from:

- (i) delegating the powers granted to the Attorneys under this deed; and
- (ii) operating a bank overdraft or in any other way pledging the Company's credit.

8. GOVERNING LAW

This deed shall be governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

FIRST SCHEDULE

PART A

Any director of the Company or any officer or employee of Macquarie Capital, a business group of the Macquarie Group, whose title is "Division Director", "Managing Director", "Executive Director" or "Senior Managing Director".

PART B

Any officer or employee of Macquarie Capital, a business group of the Macquarie Group, whose title is "Associate", "Manager", "Senior Manager", "Vice President", "Associate Director" or "Senior Vice President".

SECOND SCHEDULE

Any agreement, instrument or other document:

- (a) between the Company and any one or more persons (not being an Attorney who has acted as attorney with respect to such agreement, deed, deed poll, instrument or document); or
- (b) issued by the Company (and which is not in favour of an Attorney who has acted as attorney with respect to such agreement, deed, deed poll, instrument or document),

which is, relates to, or is in connection with:

- (a) any indebtedness or other monetary liability (whether actual or contingent) in respect of money borrowed or raised or other financial accommodation and includes, without limitation, any indebtedness or other monetary liability under or in respect of:
 - 1) a commitment letter, a facility agreement, loan agreement, bond, debenture, note or similar instrument;
 - 2) an obligation or offer to provide funds (including, without limitation, by subscription or purchase) or otherwise be responsible in respect of an obligation or indebtedness, or the financial condition or insolvency, of another person, and includes, without limitation, a guarantee, indemnity, letter of credit, letter of comfort or letter of support, or an obligation or offer to purchase an obligation of indebtedness of another person or any agency agreement or deed in connection with such arrangements;
 - 3) a swap, option, hedge, forward, futures or similar transaction (including any interest or currency swap or hedge arrangement);
 - 4) the deferred purchase price of an asset or service;
 - 5) an obligation to deliver assets or services paid for in advance by a financier or otherwise relating to a finance transaction; or
 - 6) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,(each, a **Finance Document**),
- (b) a guarantee provided in connection with an arrangement to acquire, take, hold or dispose of equity securities (including, without limitation, preferred securities, convertible securities, options and warrants) or assets, or the right to hold equity securities or assets (a **Sponsor Guarantee**);
- (c) a response to any request for information or request for proposal in connection with any public tender process and includes, without limitation, any pre-

-
- qualification questionnaires, self declarations and other documents executed in connection with such a process (a **Tender Response**);
- (d) any sub-underwriting agreement, sub-participation agreement or other arrangement for the coverage of net risk positions in connection with an offer of securities or debt that is underwritten or managed by a member of the Macquarie Group (a **Sub-underwriting Arrangement**);
 - (e) any addition, variation, amendment or modification to any or all of the terms of a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney);
 - (f) the assignment and / or novation of any rights, liabilities or obligations under a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney);
 - (g) termination or release of a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney);
 - (h) the administration, receivership or liquidation of a party to a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney);
 - (i) the issue by the Company of any notice or communication or the exercise by the Company of any of its rights, in each case as contemplated a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney);
 - (j) any instrument, agreement, deed or document issued by, or required to be provided to, any government or semi-government body or agency, or any stock exchange, or any other regulator, or any court or tribunal, in respect of a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement (including, without limitation, any a Finance Document, a Sponsor Guarantee, a Tender Response or a Sub-underwriting Arrangement entered into before the date of this Power of Attorney) but not any notice to the Australian Securities Exchange on behalf of Macquarie Group Limited.

THIRD SCHEDULE

Expiry date: 30 June 2023

EXECUTED and DELIVERED in Sydney as a deed on 29 June 2021

EXECUTED by MACQUARIE)
FINANCIAL HOLDINGS PTY LIMITED)
(ACN 124 071 398) in accordance with)
section 127(1) of the *Corporations Act*)
2001 (Cth) by authority of its directors:



.....
Signature of Director / Secretary



.....
Signature of Director



Name of Director / Secretary
(BLOCK LETTERS)



Name of Director
(BLOCK LETTERS)

SECRETARY'S CERTIFICATE

I, Hila Tirosh, Secretary of Shikun & Binui Ltd. (the "Company"), hereby certify the following:

Any two (2) of Tamir Cohen, Amit Birman or Hila Tirosh are Authorized Signatories of the Company, authorized to act on behalf of the Company and by their joint signature to execute and deliver each of the Equity Commitment Letter and Form L (Certification) included in the PDA Proposal prepared and submitted by Bridging Pennsylvania Partners in response to the Request for Proposals prepared and issued by the Pennsylvania Transportation Department December 15, 202, which was thereafter amended (the "RFP" all capitalized terms used and not defined herein shall have the meaning given them in the RFP).

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Company this 7 day of January, 2022.


Title: Secretary

TIROSH
 Counsel, VP

SECRETARY'S CERTIFICATE

I, Hila Tirosh, Secretary of Shikun & Binui – America Inc. (the “Corporation”), hereby certify the following:

In connection with the Request for Proposals prepared and issued by the Pennsylvania Transportation Department December 15, 2021, which was thereafter amended (the “RFP” all capitalized terms used and not defined herein shall have the meaning given them in the RFP) for the Project, any two (2) of (a) Tamir Cohen, Amit Birman and Sharon Novak or (b) any one (1) of the foregoing together with Michael Medina, have been authorized by the Board of Directors of the Corporation at its meeting of January 11, 2022 to act on behalf of the Corporation and by their joint signature to execute and deliver all documents on behalf of the Corporation in connection with the PDA Proposal prepared and submitted by Bridging Pennsylvania Partners, including any forms required to be submitted as part of or in connection with the PDA Proposal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation this 17 day of January, 2022.



Title: Secretary
VP

CELSO MENDEZ UREÑA
NOTARY PUBLIC
GOYA, 61 - FLOOR 2
Tel. 915 755 847 - 915 761 853
914 356 515 - 914 356 450
Fax: 915 781 717 - 28001 MADRID

DEED OF POWER OF ATTORNEY.- Conferred by the Company "FCC CONSTRUCCIÓN S.A." upon ENRIQUE MARIJUAN CASTRO.

NUMBER: FIVE THOUSAND AND THIRTY-SEVEN.

In MADRID, the seventh day of June two thousand and eighteen.

Before me, CELSO MÉNDEZ UREÑA, member of the Professional Association of Notaries Public of Madrid, whose office is in Madrid, sitting at Avenida Camino de Santiago 40, Madrid,

----- APPEARING -----

FELIPE BERNABÉ GARCÍA PÉREZ, of legal age, married, a solicitor, domiciled for these purposes at Avenida Camino de Santiago, 40, 28050 Madrid. The holder of Spanish identity card number 09684814-C.

I hereby confirm that all the obligations have been duly met in respect of formal identification and conservation as required under sections 3 and 25 of Act 10/2010 of 28 April.

ACTING for and on behalf of the company "**FCC CONSTRUCCIÓN S.A.**", whose registered office is at Calle Balmes 36, Barcelona, with VAT No. (NIF) **A28854727**; incorporated for an indefinite term under the name "Fomento de Obras Focsa S.A.", pursuant to a deed certified on 22 July 1983 by the Madrid notary Alfonso Rivera Simón, under order number 1957 of his protocol, registered at the Madrid Commercial Registry in volume 28 general, 23, section 8 of the Register of Companies, sheet 32, page 60582-1, entry 1.

The Company's articles of association were adapted to the requirements under Royal Legislative Decree 1564/89, of 22 December, approving the Revised Text of the Public Limited Companies Act, pursuant to a deed certified on 7 April 1992 by the Madrid notary Francisco Javier Cedrón López-Guerrero, under order number 490 of his protocol, registered at the Madrid Commercial Registry in volume 2651, sheet 59, section 8, page M-45992, entry 63.

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Traductor - Intérprete Jurado de
Francés, Inglés, Alemán, Italiano, Portugués,
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Its name was changed to its current name and its registered office was changed to the aforementioned address in Barcelona pursuant to a deed certified on 10 February 1992 by the Madrid notary José Antonio Escartín Ipiens, under order number 638 of his protocol, registered at the Barcelona Commercial Registry in volume 25762, sheet 108, page B-94500, entries 1 and 2.

The Company's corporate object includes but is not limited to the following activities:

"Study, contracting, construction, building, management, maintenance and operation of all kinds of public or private works. Operation of all kinds of concessions.

Study, development, consulting, administration, acquisition, sale and exploitation in any form of plots, land, residential complexes, housing or property developments and, in general, all kinds of real estate.

He makes use of the power, which he states is still in effect, conferred upon him under a deed certified on 10 May 2013 by the Madrid notary Andrés Domínguez Nafría, under order number 1692 of his protocol, registered at the Barcelona Commercial Registry in volume 43234, register 0, sheet 215, section 8, page B-94500, entry 2908.

I have examined an authorised copy of the aforementioned deed of power of attorney, which I consider under my own responsibility to show that the legal representative has sufficient powers of representation to proceed with this conferral.

The appearer assures me that the legal status of the Entity that she represents persists and that the name, registered office and corporate object remain unchanged.

For the purposes of the requirement to identify the real owner, the deponent declares that, in accordance with section 9.4 of Royal Decree 304/2014, of 5 May, approving the Regulations of the Prevention of Money-Laundering and Financing of Terrorism Act 2010 (10/2010, of 28 April), the Company is covered by the aforementioned section and therefore no such identification is required.

In my opinion, in the capacity in which he appears herein, has the necessary legal capacity to formalise this deed of **POWER OF ATTORNEY**, to which effect he

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GRANTS:

Power, as wide-ranging and extensive as necessary in law, in favour of ENRIQUE MARIJUAN CASTRO, of legal age, a Spanish citizen, residing in MADRID, Avenida del Camino de Santiago 40, and holder of ID number (DNI) 20825420R, so that he may exercise,

SOLELY IN THE TERRITORY OF THE UNITED STATES OF AMERICA and CANADA, the following powers in the manner described:

Common to all the powers.- In the exercise of the following powers, all public and private documents that are necessary to fully execute these powers can be signed. The heading that figures at the beginning of each power is merely indicative and does not limit, broaden, modify or, in any way, condition the scope of any of its terms. The powers conferred shall not be replaced by the attorney, unless expressly identified herein under the heading "Replacement of powers", with the exception notwithstanding of the power indicated as "Confer power of attorney upon solicitors and procurators", in the cases where expressly conferred.

POWERS THAT THE ATTORNEY MAY EXERCISE WITH HIS SOLE SIGNATURE

Make deposits.- Make deposits in any type of account.

Collect, in general.- Collect credits, no matter what their amount, type or origin, from the Government, municipal consortiums or any entity, or individual or company, whether, public or private, signing all necessary receipts or letters of payment, for the total amount or for amounts paid on account, as well as amounts received as repayable advances. Carry out assignments of trade credits (factoring).

Request extracts.- Request extracts of accounts from official or private banks and from other credit or financial entities.

Contract guarantees on behalf of the principal.- Request and contract guarantees on behalf of the empowering Company with official or private banks, or with other credit, financial or underwriting entities, by means of the constitution, by the mentioned entities, of guarantees, security deposits, insurance bonds, pledges and other guarantees.

Constitute and cancel deposits.- Constitute, at the General Loans Fund and in all its delegations, and any other Government organism, bank, or public or private entity, including individuals, any type of security deposit, provisional or final deposits, made in cash, securities, guarantees, acknowledged credits or any other form, in guarantee of contracts, tenders or bids. Substitute certificates of title that have been amortised for any other. Receive payment for the amount of the coupons of said certificates of title. Request the refund of guarantees, security deposits and provisional or final deposits, withdrawing either the cash or the guarantees, security deposits or shares deposited, receiving payment of the interest that said guarantees or the deposit produce or to cancel, if applicable, and sign stubs, receipts, payments orders and any other public or private documents as applicable to each case.

Bid and tender.- Bid, take part in any type of auction, competition, competition-auction or any other form of tender that could be called. Present all appropriate proposals for this purpose, including jointly or solidarily, with other

concurring entities, whether individuals or companies, as well as those under a system of economic interest agencies, Joint Ventures or any other type of association. Sign all necessary private or public documents, including plans, projects or any other in reference to the bid or tender.

Representation in the opening of escrows.- Attend the acts of opening proposals in relation to any type of tender called by public or private entities, whether individuals or companies, as well as to formulate, before the contracting board or organism or convening entity, all claims, reserves or observations deemed appropriate, and sign all corresponding documents drawn up.

Contract works, services and the sale of supplies.- Make, transfer, modify, cancel, and, when applicable, rescind contracts with any private or public individual or company, government, communities or autonomous organisms or municipal consortiums, as long as the object of the contracts mentioned is the execution or rendering by the empowering company of any type of works, service or supply, as well as contracts of any type concerning concessions, letting and administrative arrangements. Accept all types of awards made on behalf of the empowering entity. Negotiate, come to an agreement and settle on alternative, changed or additional prices. Request the final liquidation of contracts.

Layout of works.- Personally appear for the verification of the layout and in the acceptance of works, whether provisional or final, of any type or any contracting entity, whether a public or private individual or company, Government, communities or autonomous organisms, municipal consortiums, or individuals, signing the records and all necessary or opportune documents and issue declarations and reserves that in his opinion are suitable.

Water, electrical and telephone services.- Contract the services and connections for water, gas, electricity and telephone with the supplying companies.

Permits for foreign commerce.- Formulate all types of applications before official organisms to request concessions, permits or licences for imports and exports, without limit, and in relation to said concessions, permits and licences, present documents, appear personally in enquiries or proceedings, receive notifications and initiate actions.

Receive correspondence.- Receive all types of correspondence, documents regarding declared shares, post office giros and packages. Withdraw merchandise, packages, envelopes or any other type of shipments from customs and transport and railroad companies, making the opportune claims when necessary.

Sign correspondence.- Sign postal, telegraphic or any other type of correspondence.

Issue certificates.- Issue appraisals and certificates of works or services performed.

Collective bargaining.- Negotiate and sign collective labour agreements, whatever their scope.

Labour relations.- Open work centres, hire, modify, renew, cancel and, when applicable, rescind labour contracts, establishing economic, work and any other types of conditions deemed opportune with the personnel. Sign the corresponding labour contracts. Launch investigations and adopt disciplinary measures. Carry out any type of formalities, actions and proceedings, presenting and signing all

necessary texts, petitions and documents, before the Labour Ministry, dependencies of the Social Security System, employment offices, syndicates or any other organism. Act before a Labour Inspection for any enquiry or proceeding followed up by or before that Ministry.

Labour procedures.- Appear before the Social Courts, High Courts of Justice, National High Court, Supreme Courts or any other administrative or jurisdictional organ for labour matters. Hold conciliation acts, with or without a settlement. Settle issues or differences, present petitions, documents and texts, acting as plaintiff or defendant, giving him the express power to reply to interrogatories and ratify the latter and any other action or procedure necessary for this requisite and all other actions he deems appropriate.

Urbanise and divide properties.- Urbanise and divide properties, apply for the authorisation of partial plans and complexes of new construction, divisions and subdivisions and accept them and in general, intervene in all the actions established by the Land and Urban Planning Law and supplementary legislation and by the municipal laws. Transfer real property for any certificate of title for urbanism purposes. Survey and mark boundaries, group, aggregate, segregate and divide property. Request the registration, entry of excesses and reduction of area and rectification of boundaries, new descriptions and all types of registry entries. Apply for building licences, make declarations for new construction, construct buildings under the horizontal property system or under any other type of community, set share quotas, and draw up, when applicable, the articles of association and rules of procedure. Divide common elements and accept awards.

Let property to third parties.- In the capacity of lessee, make a contract for the letting of all types of property, even if the lease can be recorded in the Land Registry, as well as renew, transfer, modify, terminate, cancel, and, when applicable, rescind the corresponding contracts.

Representation.- Represent the empowering Company in procedures, appeals, actions or claims, whatever their nature or amount may be, before the government, municipal consortiums, courts, tribunals, prosecutors and, in general, before any other jurisdictional organism, and, in them, request, follow up and terminate, as plaintiff, defendant, or under any other concept, all types of procedures, acts of conciliation, civil, penal, administrative, economic-administrative, contentious-administrative, governmental and fiscal or tax trials or procedures at all levels, jurisdictions or instances. File petitions, bring actions and make objections for any procedure, formality or action, including overturns of sentences or other extraordinary ones. Personally ratify and reply to interrogatories, when so required, and in general perform all judicial and extrajudicial actions that complement the procedure being handled. File, follow up or abandon any type of action taken against resolutions from the Government, autonomous communities, provinces, councils, island councils, town councils or municipal consortiums, or public or private corporations or organisms, that, in any way, infringe or could infringe upon the rights of the empowering Company, making as many statements and granting as many documents as required in the exercise of such powers. Appear before entities of all types, sign and follow up all necessary dossiers, texts, petitions, applications and documents.

Transactions.- Settle all types of issues and differences, and drop actions and appeals, under the conditions, agreements and obligations considered suitable. A transaction that involves the acquisition or transfer of real property or real property rights is excluded. Agree on, settle or commit all credits, rights and actions, controversies and differences.

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Arbitration.- Submit the resolution of any type of controversy or dispute to the judgement of arbitrators. Grant the corresponding deed appointing arbitrators, establishing the issues submitted to resolution in the terms and conditions deemed suitable. Accept the decision or file legal appeals and, in general, carry out and grant everything allowed under current legislation as for arbitration.

Accept the acknowledgement of debts and dation in payment.- Accept the acknowledgement of debts made by third parties and the guarantees that they offer and constitute, whether of pledge with or without displacement, mortgage or antichresis, or even the awarding of goods and chattels, or real property, establishing, in any case, the agreements, clauses and conditions deemed appropriate. Admit any type of goods and chattels, real property and rights for their appraised value or for the value freely agreed on and under the conditions deemed suitable in payment of debts.

Attendance at creditors' meetings.- Appear on behalf of the company to exercise all its rights in arrangements with creditors regulated under the Arrangements with Creditors Act 2003 (No. 22/03; 9 July 2003), and particularly, in the event that the company should be appointed as an administrator by a group of creditors, designate a professional who meets the legal requirements for appointment by the official receiver, pursuant to section 27 of the aforementioned Act, and agree to agreement proposals, attending with voting rights any meetings of creditors, accepting or rejecting any agreement proposal and the guarantees offered as collateral for credits, under sections 103, 108 and 121 and related sections of the aforementioned Act, and participate in the execution of such agreement and, as the case may be, the settlement of such arrangement with creditors. In general, for all the above, exercise the corresponding actions and rights, as well as the powers conferred on the creditors by law the corresponding actions and rights, as well as the powers conferred on the creditors by law.

Request notary documents.- Request notary documents of all types. File dossiers for ownership, or resumption of title, or the release of encumbrances and normal procedures. Make, accept and answer notary notifications and summons. Formalise deeds of clarification, rectification or correction of errors.

Tax declaration.- Sign declarations, liquidations, reports or any other fiscal or tax forms.

POWERS THAT CAN BE EXERCISED WITH THE JOINT SIGNATURE OF ANOTHER REPRESENTATIVE WITH THESE POWERS CONFERRED

Dispose of accounts.- Sign cheques, acquire bank cheques, buy and sell foreign currency, order transfers, giros and payment orders and withdraw amounts from current account in any way and of any type from official or private banks, including the Bank of Spain, savings banks and any other credit agencies or finance entities.

Domiciliate payments.- Domiciliate payments, receipts, bills of exchange and other commercial bills in the accounts of any type opened in official or private banks, including the Bank of Spain, savings banks and any other credit agencies or finance entities.

Endorse certificates.- Endorse or pledge on behalf of official or private banks and any other credit agencies or finance entities, certificates of works or services carried out and that should be paid by the Government, communities or

autonomous organisms, municipal consortiums or of any other public or private entity.

Release and negotiate commercial bills.- Release, draw, negotiate, endorse and collect bills of exchange, money orders and letters of orders and collect and endorse promissory notes, checks and bank cheques, formulate accounts for protested bills of exchange and demand protests or the intervention of the mentioned commercial bills.

Conform extracts.- Conform or challenge account extracts from official or private banks and other credit or financial entities.

Buy and contract.- Contract, modify, cancel or, if applicable, rescind the acquisition and supply of materials or facilities and rendering of services, as well as the execution of all types of works or parts of them and the rendering of services by third parties.

Insurances.- Contract, modify, redeem, pledge, cancel, rescind or liquidate insurance policies of all types, signing policies and contracts with the underwriting companies in the conditions deemed appropriate and receive the corresponding indemnities from the ensuring entities.

Sale and purchase of vehicles and furniture.- Buy, sell, retract, swap and, under any arrangement, acquire or dispose of, purely or conditionally, with deferred payment, confessed or in cash, all kinds of movable items (except the purchase or sale of stocks and shares) and vehicles with no exceptions. Satisfy or receive, as applicable, payment for acquisition or transfer. Constitute or accept the property rights of guarantee and resolatory conditions declared on said goods and chattels or vehicles, and in the case of a sale, accept any type of guarantee that could be constituted to guarantee the deferred price of the transfers of the mentioned goods and chattels or vehicles. Determine on his own, freely and without restriction or any limitation, the conditions under which the acquisitions, transfers and exchanges of reference should be made and, for those purposes, carry out all types of procedures, formalities or acts before traffic headquarters, tax delegations, town councils, customs and other public or private organisms, without exception.

Letting of vehicles and goods and chattels belonging to third parties.- As lessee, contract the letting of all types of vehicles and goods and chattels, as well as grant, renew, modify, terminate, cancel and if applicable, rescind the corresponding contracts.

Transfer vehicles and goods and chattels by letting.- Transfer by letting of all types of vehicles and goods and chattels, as well as grant, renew, modify, terminate, cancel and if applicable, rescind the corresponding contracts.

Leasing of movable assets.- Enter into contracts and assign, amend, settle and terminate the same with any physical person or body corporate, public or private, provided that the purpose of such contracts is to perform leasing operations in respect of movable assets.

POWERS THAT MAY BE EXERCISED WITH THE CO-SIGNATURE OF ANOTHER ATTORNEY UPON WHOM THE POWERS HAVE BEEN CONFERRED WITHOUT RESTRICTION

The attorney may validly exercise the powers set out in this section provided that the co-signature is obtained of another attorney upon whom the same but

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UNRESTRICTED powers have been conferred. The exercise of these powers shall not be valid if co-signed by two attorneys upon whom RESTRICTED powers have been conferred.

For this purpose, the following RESTRICTED powers are hereby conferred:

Accept commercial bills and sign promissory notes.- Accept bills of exchange and other commercial bills and sign promissory notes.

----- APPLICATION FOR REGISTRATION -----

The appearer hereby requests the Commercial Registrar to make the corresponding entries, specifically requesting the partial registration of this deed if any faults are found to affect some of its content without preventing the remainder from being registered.

I, the Notary Public, have advised the appearer of the right to request a preventive suspension note of a fault that may be remedied, which right he waives.

I further advise the appearer of the provision under section 112 of Act 24/2001 on the submission of an authorised digital copy of this deed to the Commercial Registry, as indicated in section 249.2 of the Notaries Regulations, requesting such submission, which he also waives.

----- EXECUTION OF THE DEED AND AUTHORIZATION -----

I, the Notary Public, for the purposes of and in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council, of 27 April 2016, with regard to the protection of natural persons in respect of the processing of personal data and the free circulation of such data, repealing Directive 95/46/EC (General Data Protection Regulation), a directly applicable Directive, **I hereby expressly advise the acknowledging party or parties** of their **RIGHTS**, in particular regarding the following aspects of the data provided to me, the Notary Public, at my notary's office for the purpose of drafting this document:

Processor: **CELSO MÉNDEZ UREÑA, Notary Public**, with VAT No. (NIF) 05201484-B, whose registered office is at Calle Goya 61, 2ª planta, 28001 Madrid; Tel. 91-5755847; specific email address: "celsomendez@notariado.org".

Purpose and recipients: The sending of communications on the notarised deed, sending of personal data to state or national,

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regional or local public authorities and agencies; inclusion in the single computerised notaries' index; assignment and communication of data to to the General Cadastral Department, and any other such data assignment or communication as the notary may be required to make by law or pursuant to any other legal provision.

The processing and assignment of data to the notary's consultants or partners, in order for this deed to be processed, as the case may be, by tax offices, local authorities, public registries, commercial and property registries, stating the obligation to comply with the EU Regulation and Data Protection Act and the prohibition on its being assigned.

Conservation: We will hold your personal information until such time as you revoke your consent.

Authority: Processing is based on your **express consent granted hereunder by the natural person or persons** upon accepting this data- protection and privacy-policy clause, **which I, the Notary Public, have read out to them in full.**

Rights: Any natural persons who sign this document have the right to obtain confirmation of whether we are processing personal data in relation to them. Interested persons have the right to access their personal data and to request the correction of any inaccurate data or, as the case may be, request its erasure if, among other reasons, the data is no longer needed for the purposes for which it was compiled.

Under the conditions for which provision is made in the General Data Protection Regulation, interested persons may request the limitation or portability of their data, in which case we shall only hold it for the exercise or defence of any claims.

Under certain circumstances, for reasons related to their particular situation, interested parties may object to the processing of their data. If you have given your consent for any specific purpose, you have the right to withdraw it at any time, without doing so affecting the licit character of any processing based on your consent prior to its withdrawal. Under such circumstances we shall cease to process the data or, as the case may be, cease doing so for that specific purpose, save for unavoidable legitimate reasons or for the exercise or defence of any claims.

José Luis Gómez Rodríguez

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NUMERO DE T. JURADO 1144

All the rights mentioned may be exercised by contacting the address cited under the "Processor" section hereinabove.

In the event of any infringement of your rights, particularly if you are not satisfied by exercising them, you may file a claim before the Spanish Data Protection Agency (contact details available at www.agpd.es) or other competent control authority. You may also obtain further information on your rights by contacting the aforementioned bodies.

I, the Notary Public, have read out this deed to the appearer, at his own choice, and he now indicates his consent to its content by joining me in hereunto setting his hand.

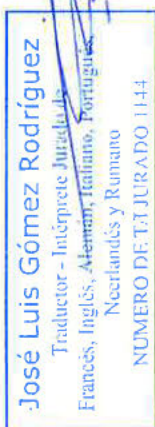
I, the Notary Public, hereby certify that his consent has been freely given, that the acknowledgment is in accordance with the law and the duly informed wishes of the acknowledging and intervening parties, that I have identified the appearer by means of the aforementioned identity card, and I further certify the full content of this public instrument, issued on ten sheets corresponding to series EA, numbered 2925931 and the nine following sheets in consecutive order. The deponent's signature appears. Signed: Celso Méndez Ureña. Signed and sealed.

Applicable fees 3. Act 8/89 No. Duty: 1/4/5/6/7.

I hereby certify that this is a literal **COPY** of the original document, filed under the order number indicated hereinabove in my current general protocol of public instruments, to which I refer. Issued at the request of the ACKNOWLEDGING COMPANY on ten sheets of paper corresponding to series ED, numbered with that of this sheet and the nine following sheets in consecutive order, in Madrid, on 13 September 2018.

[Illegible signature]

[Round seal stamp of the Office of the Notary Public, Celso Médez Ureña, Madrid] - [Adhesive round seal of the General Council of Spanish Notaries (EU) No. 0238485942]





BARCELONA COMMERCIAL REGISTRY

Gran Vía de les Corts Catalanes. 184 - 1ª
08038 BARCELONA - Tel. 935 081 444



16280/38116528

COMPANY: "FCC CONSTRUCCIÓN S.A."

DOCUMENT: Deed certified on 07/09/2018 by the Notary J. MENDEZ UREÑA, protocol No. 5037.

SUBMISSION: The aforementioned document was submitted on 27/09/2018, giving rise to entry No. 2359 in Day Book 1294. Under section 55 of the Commercial Registry Regulations (RRM), the submission date is deemed to be the registration date.

REGISTRATION: Following examination and qualification of the foregoing document by the undersigned Registrar, under sections 18 of the Code of Commerce and 6 RRM, it was REGISTERED on 10 October 2018 in VOLUME 46545, SHEET 5, PAGE B 94500, ENTRY No. 3715.

The checks required under section 61.b RRM have been duly made.

Under sections 333 RH and 80 RRM, I HEREBY STATE that according to this Registry's computer files (sections 12 and 79 RRM), the company's registry sheet is not subject to any closure for registration purposes, nor does it contain any entries in respect of the bankruptcy, suspension of payments, administration or winding-up of the company.

For the purposes of General Data Protection Regulation 2016/679 of the European Parliament and of the Council, of 27th April 2016, on the protection of natural persons with regard to the processing and free movement of personal data (hereinafter "GDPR"), you are hereby informed that: - In accordance with the submission request, the personal data expressed therein and in the documents filed have been and will be the subject of processing and will be added to the Registrar's books and files, on the responsibility of the Registrar, the use and purpose of the processing being as stated and expressly provided for in registry regulations, which serve as legitimation for this processing. The information contained therein shall only be processed in the circumstances stipulated by law or for the purpose of responding to applications for formal disclosure that are filed in accordance with the regulations of the register. - The retention period for the data will be determined according to the criteria established in registry legislation, resolutions of the General Directorate of Registries and Notaries, and collegiate instructions. In the case of invoicing for services, these retention periods will be determined in accordance with the fiscal and tax regulations applicable at all times. In any case, the Registry may keep the data for a period longer than those indicated in accordance with these regulatory criteria whenever this is necessary due to the existence of liabilities arising from the provision of the service. - Insofar as compatible with the specific regulations applicable to the Registry, the data subjects are entitled to rights of access, rectification, deletion, opposition, limitation and portability as established in the aforementioned GDPR, which can be exercised by writing to the Registry. Likewise, the user may lodge a complaint with the Spanish Data Protection Agency (AEPD): www.agpd.es. Furthermore, the data subject may contact the Registry's data protection delegate by writing to the email address dpo@corpme.es.

Barcelona, 10 October 2018
REGISTRAR

[Illegible signature]

[Round ink stamp of the Commercial Registry of Barcelona - Fernando de la Puente de Alfaro]

DA3.L 8/89

DOCUMENT(S) WITHOUT FACE VALUE

José Luis Gómez Rodríguez
Traductor - Intérprete Jurado de
Francés, Inglés, Alemán, Italiano, Portugués,
Neerlandés y Rumano
NUMERO DE TITULARIDAD 1144

ANNEX

For the purposes of General Data Protection Regulation 2016/679 of the European Parliament and of the Council, of 27th April 2016, on the protection of natural persons with regard to the processing and free movement of personal data (hereinafter "GDPR"), you are hereby informed that:

- In accordance with the submission request, the personal data expressed therein and in the documents filed have been and will be the subject of processing and will be added to the Register's books and files, on the responsibility of the Registrar, the use and purpose of the processing being as stated and expressly provided for in registry regulations, which serve as legitimation for this processing. The information contained therein shall only be processed in the circumstances stipulated by law or for the purpose of responding to applications for formal disclosure that are filed in accordance with the regulations of the register.

- The retention period for the data will be determined according to the criteria established in registry legislation, resolutions of the General Directorate of Registries and Notaries, and collegiate instructions. In the case of invoicing for services, these retention periods will be determined in accordance with the fiscal and tax regulations applicable at all times. In any case, the Registry may keep the data for a period longer than those indicated in accordance with these regulatory criteria whenever this is necessary due to the existence of liabilities arising from the provision of the service.

- Insofar as compatible with the specific regulations applicable to the Registry, the data subjects are entitled to rights of access, rectification, deletion, opposition, limitation and portability as established in the aforementioned GDPR, which can be exercised by writing to the Registry. Likewise, the user may lodge a complaint with the Spanish Data Protection Agency (AEPD): www.agpd.es. Furthermore, the data subject may contact the Registry's data protection delegate by writing to the email address dpo@corpme.es.

José Luis Gómez Rodríguez
Traductor - Intérprete Jurado de
Francés, Inglés, Alemán, Italiano, Portugués,
Neerlandés y Rumano
NUMERO DE TITULADO 1144

=SHEET INCLUDED FOR AUTHENTICATIONS BY THE PROFESSIONAL ASSOCIATION OF NOTARIES PUBLIC OF MADRID=
 This sheet has been attached, bearing the stamp of this professional association of notaries public, to the Testimony issued by
 Celso Méndez Ureña
 Notary Public of Madrid
 on 07/09/2018, with order number 5037 in his protocol records

APOSTILLE <i>(Convention de La Haye du 5 octobre 1961)</i>	
1. Country:	SPAIN
This public document	
2. Has been signed by	Celso Méndez Ureña
3. Acting in the capacity of	NOTARY PUBLIC
4. Bears the seal/stamp of	HIS NOTARY'S OFFICE
Certified	
5. At MADRID	6. The 24/10/2018
7. By	the Dean of the Professional Association of Madrid
8. No.	N7201/2018/067930
9. Seal/stamp	10. Signature
<p><i>[There is an ink stamp that reads: Professional Association of Notaries Public: Madrid Area (Ilustre Colegio Notarial del Territorio * Madrid)] - [Adhesive round seal of the General Council of Spanish Notaries (EU) No. 0243005525]</i></p>	<p><i>[Illegible signature]</i></p> <p>Luis Quiroga Gutiérrez Delegated signature of Dean</p>

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.

This Apostille does not certify the content of the document for which it was issued.

[This Apostille is not valid for use anywhere within Spain]

[To verify the issuance of this Apostille, see <https://eregister.justicia.es>]

Verification code of the Apostille: NA:zsKQ-HeRY-izYY-PpIZ

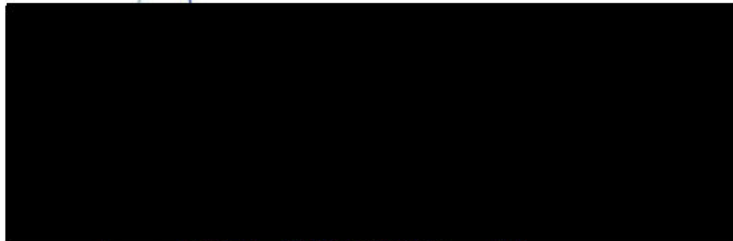
José Luis Gómez Rodríguez
 Traductor - Intérprete Jurado de
 Francés, Inglés, Alemán, Italiano, Portugués,
 Neerlandés y Rumano
 NUMERO DE TITULADO 1144

José Luis Gómez Rodríguez, translator and interpreter of English duly certified by the Spanish Ministry of Foreign Affairs and Cooperation, hereby certifies that the foregoing is a true, accurate and full translation into English of a document originally written in Spanish.

Madrid, 31 October 2018

José Luis Gómez Rodríguez, Traductor-Intérprete Jurado de inglés nombrado por el Ministerio de Asuntos Exteriores y de Cooperación, certifica que la que antecede es traducción fiel y completa al inglés de un documento redactado en lengua española.

Madrid, 31 de octubre de 2018



Intérprete Jurado de
Francés, Inglés, Alemán, Italiano, Portugués,
Neerlandés y Rumano
NUMERO DE T/I JURADO 1144



**RESOLUTIONS OF THE DIRECTORS OF
KOKOSING CONSTRUCTION COMPANY, INC.**

PURSUANT to the authority of Section 1701 of the Ohio Revised Code, the undersigned, being all the duly-elected directors (the “Directors”) of **Kokosing Construction Company, Inc.**, an Ohio corporation (the “Corporation”), adopted the following resolutions at a duly-convened meeting of the Board on September 16, 2021:

RESOLVED that the following individuals are provided the following signature authority:

**Co-Chief Executive Officers of Kokosing, Inc. (the Corporation’s parent company),
Wm. Brett Burgett and Wm. Bryce Burgett**

All documents, contracts, and agreements on behalf of the Corporation.

President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Todd Lezon, Bart A. Moody, and Greg Hamilton

All contracts and contract change orders related to construction projects, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects.

Assistant Vice Presidents, Regional Managers, and Steven E. Malone

All contracts and contract change orders, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects up to \$30 million.

Executive Vice President - Equipment

All contracts in relation to purchasing equipment or equipment maintenance services to be used in the course of the Corporation’s construction projects.

Senior Vice President & Executive Ethics Officer

All contracts in relation to purchasing of insurance on behalf of the Corporation, employment proposals, contracts for training services, and settlements related to workers’ compensation and insured liability claims.

Treasurer

All contracts related to bank financing, establishing bank accounts, equipment leases, credit applications, bonding agreements, and execute of corporate tax returns, and amendments to the 401K plan.

General Counsel

All documents and contracts related to legal matters.

Vice President Safety

All contracts relating to safety-related services on behalf of the Corporation and regulatory filings related to safety.

Area Managers, Project Executives, Project Managers, James Elchert, Jeff Kerst, Ryan Gorman, Scott Szympruch, and Lou Robbins

Proposals, change orders, subcontracts, and purchase orders under \$500,000.

Project Engineers and Estimators

Proposals under \$50,000, and subcontracts, purchase orders and change orders under \$100,000.

RESOLVED FURTHER that any and all actions taken by the Corporation's directors and officers to carry out the purposes and intent of the foregoing resolution prior to its adoption are approved, ratified, and confirmed.

This Resolution shall be effective as of the date written above when executed by all Directors.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE


DIRECTORS:



Wm. Brian Burgett



Wm. Brett Burgett



Brooke E. Hoeflich


Marsha K. Kinehart


Wm. Barth Burgett


Mark E. Boltano


Thomas G. Muraski


John D. Householder


Jeffrey H. Sopp

**CERTIFICATE OF SECRETARY
OF
WAGMAN HEAVY CIVIL, INC.**

The Undersigned, being the Secretary of Wagman Heavy Civil, Inc., hereby certifies that the following Resolutions have been previously adopted by unanimous consent of the Board of Directors:

RESOLVED, that the following individuals be hereby elected to serve in the offices set forth opposite their names, until the next regularly scheduled election of officers:

Chairman of the Board	Richard E. Wagman
Chief Executive Officer	Michael B. Glezer
President/COO	Gregory M. Andricos
Sr. Vice President	Todd E. Becker
Vice President – Design-Build/Major Pursuits, Mid-Atlantic	Anthony W. Bednarik
Vice President/General Manager, Virginia Operations	Glen K. Mays
Vice President – Geotechnical Construction Services	Edward R. Laczynski
Sr. Vice President	Joseph G. Wagman
Sr. Vice President	Lisa W. Glezer
Sr. Vice President – CFO/Treasurer	John R. Coppage, IV
Vice President/General Counsel/Secretary	Kevin J. McKeon
Assistant Secretary	Jeanie P. Jones

FURTHER RESOLVED, that Richard E. Wagman, Michael B. Glezer, Gregory M. Andricos, Todd E. Becker, Anthony W. Bednarik, Glen K. Mays, and Edward R. Laczynski are each individually authorized and empowered to execute, acknowledge, and deliver such documents, instructions, and papers, and to perform such acts as may be legally, properly, or reasonably required or necessary for the purpose of procuring and executing any bids, bonds, or contracts on behalf of Wagman Heavy Civil, Inc.

Date: December 20, 2021

Key 



FAY S&B USA CONSTRUCTION

CERTIFICATE OF THE SECRETARY / POWER OF ATTORNEY

I, Vincent J. Acri, Secretary of the Joseph B. Fay Co., a Pennsylvania Corporation, hereby certify that, after having been first duly signed on behalf of the Joseph B. Fay Co. was duly approved and adopted by written consent of the Board of Directors of the Joseph B. Fay Co.

RESOLVED, that the following persons are hereby authorized to execute bid documents, contracts and documents associated with contracts on behalf of the Joseph B. Fay Co.:

Name	Office
James P. McNelis	President
Kevin Rihn	Treasurer
Ryan Surrena	Vice President
Clint Filges	Vice President

Witnessed my hand and seal of the Joseph B. Fay Co. this 18th day of November, 2021.



Corporate Secretary

**UNANIMOUS CONSENT OF BOARD OF DIRECTORS
DESIGNATING AND AUTHORIZING OFFICERS TO
EXECUTE DOCUMENTS ON BEHALF OF THE CORPORATION**

The undersigned being all of the Board of Directors of H&K Group, Inc., a Pennsylvania corporation (the "Corporation"), hereby consent to the adoption of the following resolutions with the same force and effect as if taken at a duly called and noticed meeting of the Board of Directors and the filing of the resolution in the minute book of the Corporation:

NOW, THEREFORE, be it:

RESOLVED, that any one of the following officers of the Corporation are hereby authorized on behalf of the Corporation to executed and deliver any contracts, proposals, bids, bonds (including, but not limited to, bid bonds, performance bonds, payment bonds, improvements bonds, reclamation bonds, closure bonds, maintenance bonds, retainage bonds), permits, sales contracts, change orders, or related documents for a period of one year from the date of this Resolution:

Scott B. Haines
James T. Haines

President & Chief Executive Officer
Chief Operating Officer, Vice President
Assistant Secretary

John R. Kibblehouse, Jr.
Jennifer Bealer
H. Christian Budenz
Stephen M. Nelson

Vice President/Secretary/Treasurer
Vice President/Assistant Secretary
Executive Vice President/Assistant Secretary
Vice President/Assistant Secretary

AND FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized and directed to do any things necessary or desirable to implement the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, constituting the entire Board of Directors of the Corporation have hereunto set their hands this 19th day of January 2021.

BOARD OF DIRECTORS OF H&K GROUP, INC.

[Redacted Signature]

[Redacted Signature]

John R. Kibblehouse, Sr.

[Redacted Signature]

[Redacted Signature]

John R. Kibblehouse, Jr.

[Redacted Signature]

[Redacted Signature]

H. Christian Budenz

[Redacted Signature]

[Redacted Signature]

Austen Haines

Stephen M. Nelson

[Redacted Signature]

[Redacted Signature]

Jennifer Bealer

SAI CONSULTING ENGINEERS, INC.

**CONSENT IN LIEU OF
SPECIAL MEETING OF
THE BOARD OF DIRECTORS**

The undersigned, being all of the Directors of **SAI CONSULTING ENGINEERS, INC.**, a Pennsylvania corporation, do hereby adopt the following preamble and resolutions, and consent to the action taken by virtue thereof, in all respects as though the said preamble and resolutions were duly adopted at a special meeting of the Board of Directors called and held this 31st day of December, 2020:

WHEREAS, Section 1727(b) of the Pennsylvania Business Corporation Law provides that any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent or consents in writing setting forth the actions so taken shall be signed by all of the Directors and shall be filed with the Secretary of the corporation;

RESOLVED, that the following persons be and they hereby are elected to the offices set opposite their respective names to serve until the next annual meeting of the Board or until successors are duly elected and qualified:

Glenn D. Stickel	President
Ahmad Ahmadi	Vice President
Kevin W. Lettrich	Vice President/Secretary
Brian S. Long	Vice President
William G. Ferko	Vice President/Treasurer

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized empowered and directed to do any further acts and take any further actions, including the execution, delivery and performance of any other documents and agreements, which are necessary, convenient or advisable and, in their judgement, in the best interests of the Corporation, in order to carry out the intent of the foregoing resolutions; and

RESOLVED FURTHER, that this Consent be filed with the Corporation's Secretary and inserted in the minute book of the Corporation.

WITNESS the due execution hereof as of the dates set forth below:

December 31, 2020


Kevin W. Beathen

December 31, 2020



Glenn D. Stickel

December 31, 2020


William G. Ferko

The undersigned, the Secretary of this corporation, hereby certifies that the within Consent has been duly filed with the undersigned.

December 31, 2020


Kevin W. Beathen, Secretary

Volume I Administrative and Legal Information

Section 1 Administrative Information **Appendix 4, 2.1(c)** Executive Summary



RELIABLE, EXPERIENCED AND LOCAL DEVELOPER

PennDOT's Pathways Major Bridge P3 Initiative (the Program) is one of the most ambitious projects procured via a Pre-Development Agreement (PDA) in US history. The Program will provide travelers, residents and businesses with safe and reliable high-quality transportation infrastructure. Bridging Pennsylvania Partners (BPP) commits to being a long-term, forward thinking and collaborative partner to PennDOT and to maximize each of the specific goals set out for the Program. We will apply lessons learned from similar major projects, our local resources and integrated delivery model to enhance project affordability, minimize risks and provide best value to PennDOT over the life of the Projects. We are excited and privileged to be considered as a partner on the delivery of the Program.

Our Team Members were strategically selected to bring together industry and local expertise and provide PennDOT with certainty that the Project development, design, construction, financing and maintenance will be undertaken in an efficient, inclusive and accelerated manner for all nine Bridges of the Program. BPP's structure is centered around three fundamental qualities, described below.

RELIABILITY

BPP has a demonstrated reputation as a reliable partner which BPP has worked decades to build and value deeply. Our Team Members have collectively led over 90 successful P3 projects globally, including landmark PDA and P3 bridge projects in the US.

We are committed to reliability and continuous improvement, which we will demonstrate through a consistent and sustained partnering approach using lessons learned from past projects and unrivaled financial capacity available for the Project.

LOCAL KNOWLEDGE

BPP's Team Members have been working in Pennsylvania since 1947 and have supported PennDOT for over 20 years and on over 500 projects representing over \$4B of capital costs. BPP's Team Members live and work in the region and regard local stakeholders as long-term partners. These personal and professional experiences give us an unmatched understanding of Pennsylvania's key delivery priorities and presents a unique partnership opportunity "by Pennsylvanians, for Pennsylvanians" to keep the economic and social benefits of the Project in the Commonwealth.

BPP will leverage our unique synergies and build upon BPP's strong reputation in the region with the key stakeholders of the Project. BPP's team also includes 4 of the top 10 contractors in Pennsylvania and strong relationships with the local contracting community at-large.

INTEGRATED EXPERTISE

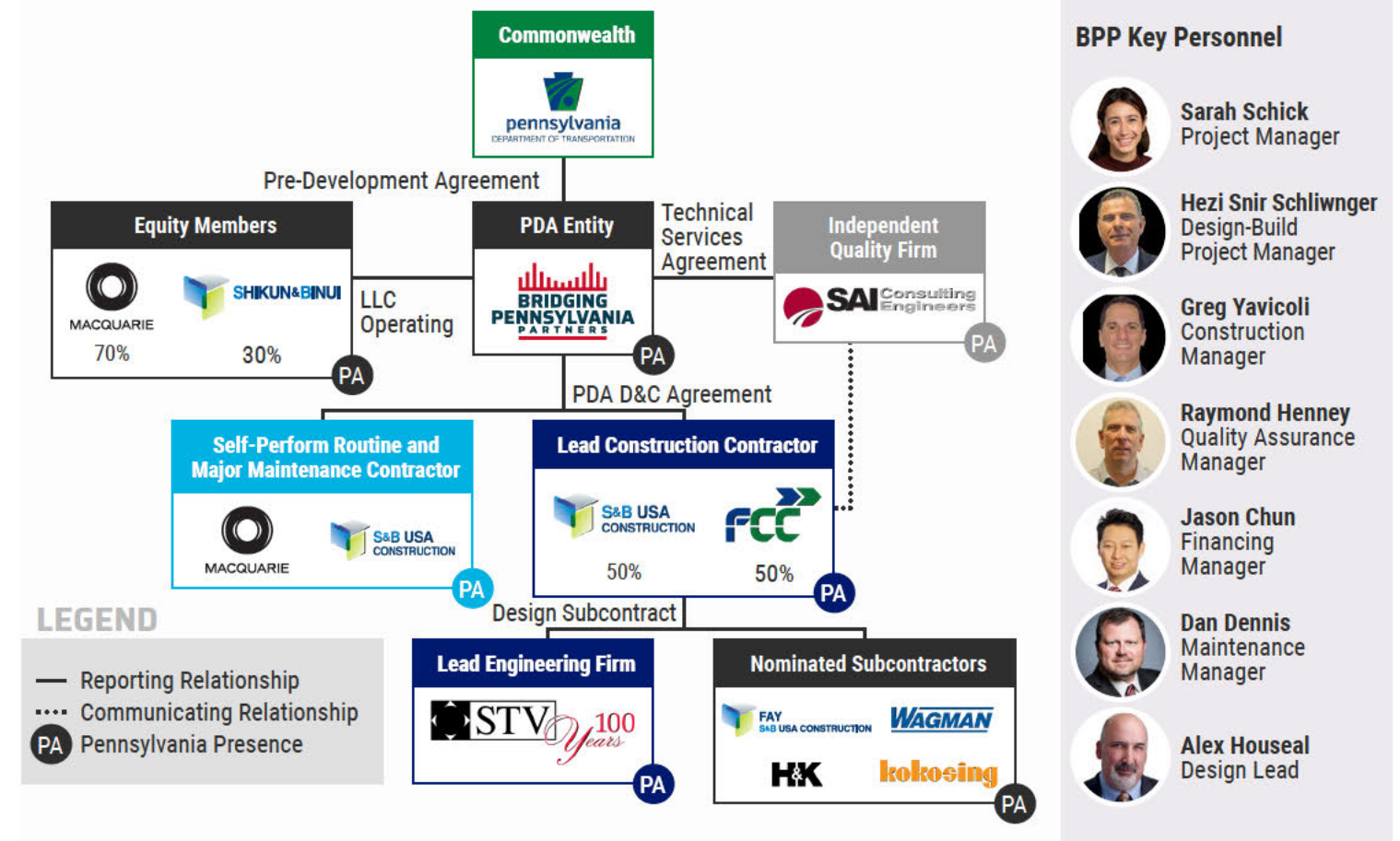
BPP combines firms with industry leading expertise developing, designing, constructing, financing and operating P3 projects in the US and world-wide. BPP has spent significant time over the past months progressing design, understanding the Project's most critical risks and stakeholders' issues and identifying priority site investigations.

The team already mobilized more than 50 individuals with diverse experiences, bringing best practices and innovative ideas applicable to all elements of the Project. Our early PDA Work progress will ensure that we come to the table with tangible value and multiple paths to bring the Program to fruition.

BPP's organizational structure, below in Figure 1, includes (i) Macquarie Infrastructure Developments LLC (Macquarie) and Shikun and Binui Concessions USA Inc. (SBC) together as the PDA Entity, future Development Entities' equity holders and maintenance contractor; (ii) Shikun & Binui America Inc. (SBA) and FCC Construcción S.A. (FCC) together as Lead Construction Contractor members and (iii) STV Incorporated (STV) as Lead Engineering Firm. Our core team is complemented by four local dedicated subcontractors: the H&K Group, (H&K) Kokosing Construction Company, Inc. (Kokosing), Joseph B. Fay Co. (Fay) and Wagman Heavy Civil, Inc. (Wagman), that have unique experience in the region being either headquartered in or having significant operations in Pennsylvania.

BPP's organization will remain consistent during the Pre-Development Phase, with the same team of individuals developing our proposed two Packages before transitioning to support their delivery. BPP's PDA organization is centered around functional workstreams integrated through Technical Working Groups, strong internal governance, nimble decision-making and clear deadlock resolution processes. We will apply the same rigorous methodology and approach to the development and delivery of all Bridges, leveraging our in-house expertise and support from key advisors that have already been engaged.

FIGURE 1 - BPP PDA ORGANIZATIONAL STRUCTURE



TRUE PARTNERSHIP

BPP’s approach to the PDA Work has been structured as a true partnership that aims to best achieve PennDOT’s goals for the Program and to ensure collaboration at all levels. BPP will draw upon the expertise and unique attributes of its Team Members to maximize delivery certainty of the nine Bridges on an accelerated schedule, while de-risking the Project and limiting the Commonwealth’s exposure. Key features of our approach and strategy are outlined below.

Systematic Approach to Packaging >>> Our approach to Packaging relied on four key objectives: (i) maximizing the number of Bridges to be included in the First Package, without compromising certainty of submission of the First Package Proposal by September 7, 2022; (ii) minimizing the number of Packages, (iii) mitigating the delivery risk for each Package; and (iv) accelerating the delivery of all Bridges. Through a rigorous and thorough evaluation of the available RIDs and a clearly defined vetting process, rating each Bridge against a set of evaluation criteria, BPP selected six Bridges to be included in the First Package: I-81 Susquehanna, I-80 Nescopeck, I-78 Lenhartsville, I-80 Lehigh River, I-80 Canoe Creek and I-80 North Fork.

The other three Bridges of the Program, I-95 Girard Point, I-83 South Bridge and I-79 Bridgeville, present significant complexity, less design development and substantially higher risk profiles. They will benefit greatly

from a longer development period to ensure value to the Commonwealth. Any of these Bridges, if included in the First Package, would pose an unnecessary threat to the ability of any PDA Entity to meet the required deadlines for the First Package and Program objectives.

Accelerated Timeline >>> BPP’s anticipated timeline for the PDA Work spans over two and a half years from execution of the PDA to Financial Close of the Second Package anticipated to be achieved in June 2024. We prepared a detailed Preliminary PDA Work Schedule that efficiently balances the competing objectives of accelerating the renewal of all nine Bridges of the Program with ensuring certainty of delivery of the PDA Work by the required and anticipated deadlines under the PDA.

Program Consistency >>> BPP will implement a development and delivery framework for the Program that will promote uniformity of the design, construction, financing, maintenance, community outreach and subcontractor engagement across all Bridges. Our framework will rely on a consistent organizational structure for the entire Pre-Development Phase, continuity of personnel, a proactive and systematic approach to partnering with PennDOT, early and systematic stakeholder and community engagement, as well as emphasizing design, construction and maintenance interoperability across the Bridges.

FIGURE 2 - SYSTEMATIC APPROACH TO PACKAGING



Strong Risk Management >>> During the Pre-Development Phase, BPP will focus on substantially de-risking the development and delivery of each Package. We will prepare a joint risk and opportunity tracker with PennDOT that will be updated as the PDA Work progresses. BPP will also conduct risk workshops and Monte-Carlo analyses together with PennDOT, the outputs of which will inform our technical solution, risk allocation and pricing.

Increased Local Contracting Market Participation >>> The Project will be one of personal pride for our local staff who will be working within their own communities and with stakeholders with whom they have built relationships. This extensive local working knowledge will be invaluable to the delivery of the Program. To supplement our Nominated Subcontractors, who are all ranked among the top ten contractors in Pennsylvania, we will competitively engage with local subcontractors and craft labor to support the development and delivery of each Package, with a strong focus on increasing DBE participation.

Clear Organization and Governance >>> BPP's organization relies on a clear management, governance structure and a defined leadership team. BPP's Project Manager will be the single point of contact with, and responsible to PennDOT. The management team will rely on six discipline-focused workstreams, direct lines of communication and integrated Technical Working Groups.

Competitive D&C Work and Maintenance Pricing >>> BPP is uniquely positioned to deliver transparent, comprehensive and affordable D&C and Maintenance Costs for each Package, thanks to our extensive local market knowledge and our relationships with the craft unions. We will develop the D&C and Maintenance Costing Models, collaboratively with PennDOT based on risk-adjusted cost estimating plus value engineering process.

Alignment and Open Communication >>> BPP understands that Project success might differ for each Project stakeholder. Defining early what success means for PennDOT will be key to ensure that all parties are incentivized to work toward consensus driven decisions with the right amount of urgency, under a "one team" approach. We will frequently assess our progress toward mutual goals, via constant, open and transparent communication. These partnering principles have been successfully in our precedent projects, including Elizabeth River Tunnels in Virginia and SH 288 Toll Lanes in Texas.

Unparalleled Financing Expertise >>> BPP's experienced Equity Members and integrated financial advisor are

industry leaders in securing P3 financings, having completed various bank debt, private placement, TIFIA and municipal bond (such as Private Activity Bonds) financings in the US and globally over the past two decades, including achieving financial close for Fargo Moorhead Flood Diversion P3 only two months after selection.

SUPERIOR DELIVERY

Key features of our approach to the First Package Work, including the D&C Work, are outlined below.

Certainty of Delivery Schedule >>> Our proposed delivery schedule considers synergistic opportunities across Bridges to accelerate the delivery of the First Package, anticipated in October 2027, while minimizing time and financial impacts for all travelers and maximizing value to the Commonwealth.

Consistent Organizational Structure >>> BPP's organization has been deliberately assembled to ensure a seamless transition from the challenges of a fast-paced Pre-Development Phase into the successful delivery of the First Package. This structure will allow the Development Entity to benefit from the knowledge, experience, relationship and background on the Project gained by the PDA Entity since the start of the Pre-Development Phase.

Tailored Subcontracting Approach >>> BPP is uniquely placed to deliver the First Package D&C Work timely and efficiently thanks to the local make-up of its team, long-standing familiarity with PennDOT, local permitting agencies and global DBFM expertise. BPP will allocate work to be self-performed and subcontracted to optimize competitiveness and certainty of delivery.

Superior Approach to the D&C Work >>> With over 250 years of combined experience working for PennDOT, BPP offers a highly tailored approach to the design and construction of the First Package through unmatched familiarity with the scope of work, geographic conditions, stakeholders, engineering districts and local communities. Key benefits of our approach to the D&C Work include improvements to safety, mitigated time and financial impacts to the traveling public through reduction of maintenance closures and system improvements relating to capacity, sustainability and mobility.

Bridging Pennsylvania Partners looks forward to working with PennDOT in true partnership to achieve PennDOT's goals and deliver the world class infrastructure that Pennsylvanians deserve.

ORGANIZATIONAL TABLES

(i) MAJOR TEAM MEMBERS OWNERSHIP SHARES

Roles of the Major Team Members and their shares of the ownership of any joint venture or other entities are provided below.

Entity	Role	Ownership
Macquarie Infrastructure Developments LLC	Equity Member	70%
Shikun & Binui Concessions USA, Inc.	Equity Member	30%
Shikun & Binui - America	Lead Construction Contractor	50%
FCC Construcción, S.A.	Lead Construction Contractor	50%
STV Incorporated	Lead Engineering firm	100%
Kokosing Construction Company, Inc.	Nominated Subcontractor	N/A
Wagman Heavy Civil, Inc.	Nominated Subcontractor	N/A
Joseph B. Fay Co.	Nominated Subcontractor	N/A
H&K Group, Inc.	Nominated Subcontractor	N/A
SAI Consulting Engineers, Inc.	Independent Quality Firm	N/A

(ii) MAJOR TEAM MEMBER RELATIONSHIPS

Relationship between any of the Major Team Members and Guarantors are provided below.

Entity	Guarantor	Relationship
Macquarie Infrastructure Developments LLC	Macquarie Financial Holdings Pty Limited	Parent Company
Shikun & Binui Concessions USA, Inc.	Shikun & Binui Ltd.	Parent Company
Shikun & Binui – America, Inc.	N/A	N/A
FCC Construcción, S.A.	N/A	N/A
STV Incorporated	N/A	N/A
Kokosing Construction Company, Inc.	N/A	N/A
Wagman Heavy Civil, Inc.	N/A	N/A
Joseph B. Fay Co.	N/A	N/A
H&K Group, Inc.	N/A	N/A
SAI Consulting Engineers, Inc.	N/A	N/A

Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1 (e) Pre-Proposal Submittals



Gerald Desmond Bridge, California
FCC

PRE-PROPOSAL SUBMITTALS

In accordance with the ITP, Appendix 4, Section 2.1(e), no approval letters are provided because no changes have been made with respect to the information regarding Major Team Members submitted on Form B to the SOQ, nor has any Major Team Members been added or removed from the Proposer's legal structure since the submission of the Proposer's SOQ.

Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(f)(i) Non-Collusion Affidavit (Form B)



NON-COLLUSION AFFIDAVIT (FORM B)

In accordance with the ITP, Appendix 4, Section 2.1(f)(i) completed Forms B for the Proposer and each Team Member are provided in this section and summarized in the table below.

Entity	Role	Provided
Bridging Pennsylvania Partners	Proposer	✓
Macquarie Infrastructure Developments LLC	Equity Member	✓
Shikun & Binui Concessions USA, Inc.	Equity Member	✓
Shikun & Binui - America	Lead Construction Contractor	✓
FCC Construcción, S.A.	Lead Construction Contractor	✓
STV Incorporated	Lead Engineering Firm	✓
Kokosing Construction Company, Inc.	Nominated Subcontractor	✓
Wagman Heavy Civil, Inc.	Nominated Subcontractor	✓
Joseph B. Fay Co.	Nominated Subcontractor	✓
H&K Group, Inc.	Nominated Subcontractor	✓
SAI Consulting Engineers, Inc.	Independent Quality Firm	✓

FORM B

NON-COLLUSION AFFIDAVIT

State of New York

County of New York

I state that I am Authorized Representative of Bridging Pennsylvania Partners and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.
- (4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.
- (5) Bridging Pennsylvania Partners its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that Bridging Pennsylvania Partners understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



Sarah Scitica
(Signatory's Name)

Authorized Representative (Bridging Pennsylvania Partners)
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF January 2022



My Commission Expires 01/06/2024



FORM B

NON-COLLUSION AFFIDAVIT

State of New York

County of New York

I state that I am a Manager of Macquarie Infrastructure Developments LLC and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) Macquarie Infrastructure Developments LLC its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that Macquarie Infrastructure Developments LLC understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.

[Redacted Signature]

Sarah Schick
(Signatory's Name)

Manager
(Signatory's Title)

[Redacted Signature]

RICK MAYFIELD
(Signatory's Name)

MANAGER
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 11th DAY
OF January 2022

[Redacted Signature]

My Commission Expires 01/06/2024



FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Allegheny

We, Sharon Novak and Lucas Lahitou, state that we are Authorized Signatories of *Shikun & Binui Concessions USA, Inc.*, an Equity Member of Bridging Pennsylvania Partners and that we are authorized to make this affidavit on behalf of our firm, and its owners, directors, and officers. We are the persons responsible in our firm for the amounts, percentages and other figures presented in this PDA Proposal.

We state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) *Shikun & Binui Concessions USA, Inc.*, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

While none of the above applies to our firm, in the interest of full disclosure, we refer you to a discussion of certain matters related to an investigation of our affiliates in Form L (Certification).

We state that *Shikun & Binui Concessions USA, Inc.* understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. We understand and our firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.

[Redacted Signature]

Sharon Novak/Lucas Lahitou
(Signatory's Name)

Authorized Signatories
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY
OF January 20 22

[Redacted Signature] My Commission
Expires June 6, 2025
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Irene Martin, Notary Public
Beaver County
My commission expires June 6, 2025
Commission number 1313303
Member, Pennsylvania Association of Notaries

FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Allegheny

We, Sharon Novak and Michael Medina, state that we are Authorized Signatories of *Shikun & Binui - America Inc.*, a Lead Construction Contractor Member of Bridging Pennsylvania Partners and that we are authorized to make this affidavit on behalf of our firm, and its owners, directors, and, officers. We are the persons responsible in our firm for the amounts, percentages and other figures presented in this PDA Proposal.

We state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.
- (4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.
- (5) *Shikun & Binui - America Inc.*, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

While none of the above applies to our firm, in the interest of full disclosure, we refer you to a discussion of certain matters related to an investigation of our affiliates in Form L (Certification).


We state that *Shikun & Binui - America Inc.* understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. We understand and our firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



Sharon Novak/Michael Medina
(Signatory's Name)

Authorized Signatories
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th DAY
OF January 20 22

 My Commission
Expires June 6, 2025
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Irene Martin, Notary Public
Beaver County
My commission expires June 6, 2025
Commission number 1313303
Member, Pennsylvania Association of Notaries

FORM B

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of MIAMI-DADE

I state that I am Enrique Marijuan Castro of FCC Construcción, S.A. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.
- (4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.
- (5) FCC Construcción, S.A. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

There is an ongoing investigation by the Juzgado Central de Instrucción nº 2 of the Spanish Audiencia Nacional related to certain contracts and payments made in the period 2010-2014 in Panama that were brought to the attention of the officers and directors of FCC after an internal investigation carried out in compliance with the FCC Code of Ethics and Conduct and the internal policies of the company.

FCC Construcción, S.A. and two of its subsidiaries are being investigated.

None of the people that are being investigated is currently working for FCC Group.

The new controlling shareholders of FCC Group, who arrived in 2015, as well as the new officers and directors, have been collaborating with the competent authorities since the very moment they were aware of the above referred facts, with the aim of enabling the authorities to thoroughly investigate these events that completely infringe our principles of ethics and compliance.

The entire FCC Group is fully committed to the principle of zero tolerance as far as corruption is concerned.

I state that FCC Construcción, S.A. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.

[Redacted Signature]

(Signature)

Enrique Marijuan Castro

(Signatory's Name)

Executive VP North America.
FCC Construcción, S.A.

(Signatory's Title)

SWORN TO AND FORWARDED BY [Redacted]
BEFORE ME THIS [Redacted] DAY
OF JANUARY [Redacted] 2022

[Redacted Signature]

My Commission Expires 08/02/25



FORM B

NON-COLLUSION AFFIDAVIT

State of New York

County of New York

I state that I am Executive Vice President of STV Incorporated and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this PDA Proposal.

I state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

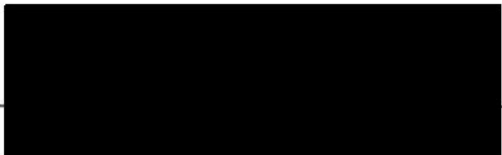
(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) STV Incorporated its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

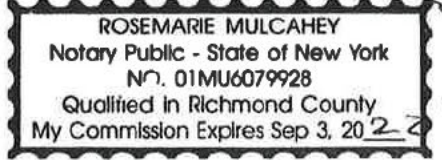
I state that STV Incorporated understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



Richard M. Amodel
(Signatory's Name)

Executive Vice President
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 19th 20th DAY
2021



My Commission Expires Sept. 3, 2022

FORM B

NON-COLLUSION AFFIDAVIT

State of Ohio

County of Franklin

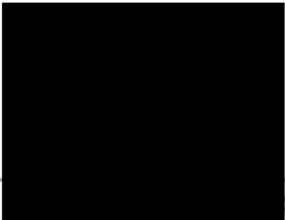
I state that I am Vice President of Kokosing Construction Company, Inc. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.
- (4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.
- (5) Kokosing Construction Company, Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Not Applicable

I state that Kokosing Construction Company, Inc. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



Kevin Ohl

(Signatory's Name)

Vice President

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF January

2022



My Commission Expires

5/19/2024



GINA L. CARNER
Notary Public, State of Ohio
My Commission Expires
05-19-2024

FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of York

I state that I am _____ President & COO of Wagman Heavy Civil, Inc. and that I am _____

authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

- (1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.
- (4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.
- (5) Wagman Heavy Civil, Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that Wagman Heavy Civil, Inc. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.

[Redacted Signature]

(Signatory)

CREEG ANDRILOT
(Signatory's Name)

PRESIDENT & CEO
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10th DAY
OF January 2022

Christina Marie Stewart My Commission Expires 12/14/2024
Notary Public

Commonwealth of Pennsylvania - Notary Seal
CHRISTINA MARIE STEWART - Notary Public
York County
My Commission Expires December 14, 2024
Commission Number 1302599

FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Allegheny

I state that I am President of Joseph B. Fay Co. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) Joseph B. Fay Co. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

While none of the above applies to our firm, in the interest of full disclosure, we refer you to a discussion of certain matters related to an investigation of our affiliates in Form L (Certification).

I state that Joseph B. Fay Co. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.

James P. McNelis
(Signatory's Name)



President
(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13th DAY



2022

My Commission

Notary Public

Commonwealth of Pennsylvania Notary Seal
Todd T. Diedrick, Notary Public
Allegheny County
My commission expires July 16, 2024
Commission number 1039643
Member, Pennsylvania Association of Notaries

FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Lehigh

I state that I am H. Christian Budenz, Exec. VP of H&K Group, Inc. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

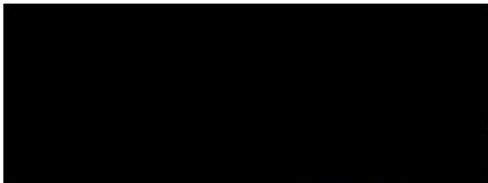
(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) H&K Group, Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that H&K Group, Inc. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



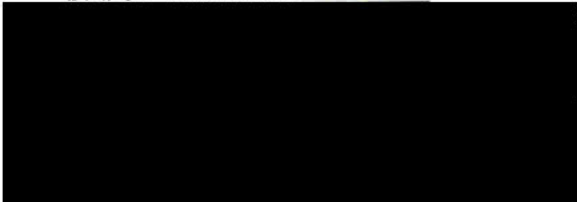
Executive Vice President

(Signatory's Title)

H. Christian Budenz

(Signatory's Name)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10th DAY



2022

My Commission Expires August 19, 2023

Commonwealth of Pennsylvania - Notary Seal
KARI IANUALE - Notary Public
Lehigh County
My Commission Expires Aug 19, 2023
Commission Number 1292671

FORM B

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Allegheny

I state that I am Vice President of SAI Consulting Engineers, Inc. and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the amounts, percentages and other figures presented in this PDA Proposal.

I state that:

(1) The Proposal has been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.

(2) This Proposal has not been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before the selection of the Apparent Best Value Proposer.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a PDA Proposal or to submit any noncompetitive PDA Proposal or other form of complementary PDA Proposal.

(4) The PDA Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive PDA Proposal.

(5) SAI Consulting Engineers, Inc. its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

N/A

I state that SAI Consulting Engineers, Inc. understands and acknowledges that the above representations are material and important, and will be relied on by the Pennsylvania Department of Transportation in awarding the PDA for which the PDA Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Pennsylvania Department of Transportation of the true facts relating to the submission of this PDA Proposal.



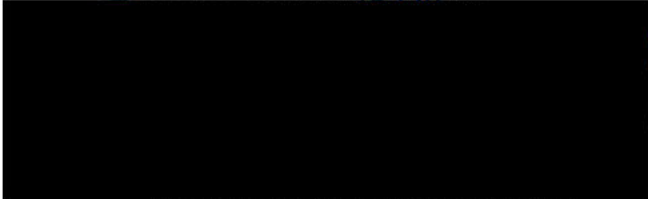
Vice President

(Signatory's Title)

Ahmad K. Ahmadi, PE, PhD.

(Signatory's Name)

SWORN TO AND SUBSCRIBED



My Commission Expires October 29, 2023

Commonwealth of Pennsylvania - Notary Seal
 Patrick W. Ritchie, Notary Public
 Allegheny County
 My commission expires October 29, 2023
 Commission number 1138360
 Member, Pennsylvania Association of Notaries

Volume I Administrative and Legal Information

Section 1

Appendix 4, 2.1(f)(ii)

Administrative Information

Conflict of Interest Disclosure Statement (Form C)



Jerome Street Bridge Rehabilitation, Pennsylvania
Fay

FORM C

CONFLICT OF INTEREST DISCLOSURE STATEMENT

INSTRUCTIONS:

- (a) Submit one copy of Form C (*Conflict of Interest Disclosure Statement*) completed by the Proposer.
- (b) Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all Proposer Team Members.

NAME OF PROPOSER: Bridging Pennsylvania Partners (the "Proposer")

The Proposer's attention is directed to Section 1.12.1 of the ITP 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's team for the Project because of their work with PennDOT in connection with the Pathways Major Bridge Initiative P3 Project (the "Project") procurement. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the ITP.

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 the Proposer's team (including the Proposer, Major Team Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other Key Personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this ITP.

For any facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Major Team Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other Key Personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this ITP, the Proposer shall disclose (a) any current contractual relationships with PennDOT, (b) any past, present, or planned contractual or employment relationships with any officer or employee of PennDOT, and (c) any other circumstances that might be considered to create a financial interest in the contract by any PennDOT member, officer or employee. The Proposer shall also 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. The Proposer shall also 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 the Proposer or a member of the Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations. Any organizational conflicts of interest that have already been submitted to PennDOT in connection with the Proposer's SOQ and previously approved or cleared by PennDOT do not have to be included on this form so long as the facts as presented previously remain true.

One of BPP's nominated subcontractors, Joseph B. Fay Co. currently have

contractual relationships with PennDOT on the following projects:

- I-579 Cap Urban Connector (ECMS # 105465)
- Jerome Street Bridge Rehabilitation (ECMS # 28345)
- SR50 Chartiers Creek Bridge Widening (ECMS # 100607)
- SR 30 Ardmore Boulevard Culvert Replacement (ECMS # 113415)
- 1-79 Restoration - Neville Island to 1-279 (ECMS # 94812)

However, to the best of our knowledge, there is no one at the districts where these Projects are that are working on the Pennsylvania Major Bridges P3 Project.

2. Explanation

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

No conflicts.

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
Sarah Schick

Name
Authorized Signatory

Title
Bridging Pennsylvania Partners

Company Name
January 19, 2022

Date

Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(f)(iii) DBE Pledge (Form E)



FORM E
DBE PLEDGE

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for participation by Disadvantaged Business Enterprises is established for the PDA Work.

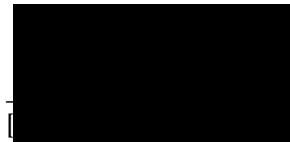
DBE

13.05%

DBE Pledge

By signing the PDA Proposal, the Proposer certifies that it is committed to (1) make and document good faith efforts to utilize DBEs towards the DBE participation goal, track utilization, ensure that the commitment is attained, provide proof of attainment through documented payments to DBEs for work, set forth above in the PDA Work, and (2) in compiling Package Proposals, make and document good faith efforts to utilize DBEs for the Package Work as required under the PDA.

By signing the PDA Proposal, the Proposer certifies that it is committed to make and document good faith efforts to solicit and utilize firms owned and controlled by socially and economically disadvantaged individuals certified as Disadvantaged Business Enterprises (DBEs) to meet the established PDA DBE participation goal set forth above and the DBE goal(s) that will be established by PennDOT for the Project Agreements.



Sarah Schick
[Name]

Authorized Representative
[Title]

Volume I Administrative and Legal Information

Section 1

Administrative Information

Appendix 4, 2.1(f)(iv)

Equal Employment Opportunity Certificate (Form F)



I-90 Over Six Mile Creek, Pennsylvania
SAI

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE (FORM F)

In accordance with the ITP, Appendix 4, Section 2.1(f)(iv) completed Forms F for all Proposer Team Members are provided in this section and summarized in the table below.

Entity	Role	Provided
Bridging Pennsylvania Partners	Proposer	✓
Macquarie Infrastructure Developments LLC	Equity Member	✓
Shikun & Binui Concessions USA, Inc.	Equity Member	✓
Shikun & Binui - America	Lead Construction Contractor	✓
FCC Construcción, S.A.	Lead Construction Contractor	✓
STV Incorporated	Lead Engineering Firm	✓
Kokosing Construction Company, Inc.	Nominated Subcontractor	✓
Wagman Heavy Civil, Inc.	Nominated Subcontractor	✓
Joseph B. Fay Co.	Nominated Subcontractor	✓
H&K Group, Inc.	Nominated Subcontractor	✓
SAI Consulting Engineers, Inc.	Independent Quality Firm	✓

FORM F

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners, that:


Bridging Pennsylvania Partners (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]*

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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:  _____

Title: Authorized Representative

Date: January 19, 2022

If not Proposer, relationship to Proposer: N/A

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Macquarie Infrastructure Developments LLC, that:

Macquarie Infrastructure Developments LLC (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: _____

Title: Manager

Title: Manager

Date: January 19, 2022

Date: January 19, 2022

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 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION


The undersigned certify on behalf of Bridging Pennsylvania Partners, that: Shikun & Binui Concessions USA, Inc. (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]*

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: Authorized Signatories

Date: January 19, 2022

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 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners, that: Shikun & Binui – America Inc. (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]*

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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



Title: Authorized Signatories

Date: January 19, 2022

If not Proposer, relationship to Proposer: Lead Construction Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners , that:

FCC Construcción, S.A. (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: Executive VP North America

Date: January 19th 2022

If not Proposer, relationship to Proposer: Lead Construction Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of STV Incorporated, that:

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: Executive Vice President

Date: January 19, 2022

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 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners, that: Kokosing Construction Company, Inc. (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 C.F.R. Part 60-2 (Affirmative Action Programs).
☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
☐ It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
☑ It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: [Redacted]

Title: Vice President, Engineering & Alternative Delivery

Date: January 19, 2021

If not Proposer, relationship to Proposer: Nominated Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners that: Wagman Heavy Civil, Inc.


(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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]*

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: President & COO _____

Date: January 19, 2022 _____

If not Proposer, relationship to Proposer: Nominated Subcontractor _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners, that: Joseph B. Fay Co


(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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: President

Date: January 19, 2022

If not Proposer, relationship to Proposer: Nominated Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

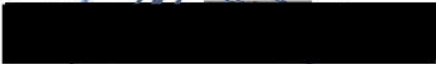
The undersigned certifies on behalf of Bridging Pennsylvania Partners, that: H&K Group, Inc. (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: 

Title: Executive Vice President

Date: January 19, 2022

If not Proposer, relationship to Proposer: Nominated Subcontractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bridging Pennsylvania Partners, that:
SAI Consulting Engineers, Inc. (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 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 C.F.R. Part 60 2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 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: [Redacted]

Title: Vice President

Date: 01/19/2022

If not Proposer, relationship to Proposer: Independent Quality Firm

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

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

Proposers, Equity Members, or Major Non-Equity Team Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 C.F.R. 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.

Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(f)(v) Lobbying Certification (Form H)



I-79 Meadville Interchange Reconstruction, Pennsylvania
Fay

LOBBY CERTIFICATE (FORM H)

In accordance with the ITP, Appendix 4, Section 2.1(f)(v) completed Forms H for the Proposer and all Proposer Team Members are provided in this section and summarized in the table below.

Entity	Role	Provided
Bridging Pennsylvania Partners	Proposer	✓
Macquarie Infrastructure Developments LLC	Equity Member	✓
Shikun & Binui Concessions USA, Inc.	Equity Member	✓
Shikun & Binui - America	Lead Construction Contractor	✓
FCC Construcción, S.A.	Lead Construction Contractor	✓
STV Incorporated	Lead Engineering Firm	✓
Kokosing Construction Company, Inc.	Nominated Subcontractor	✓
Wagman Heavy Civil, Inc.	Nominated Subcontractor	✓
Joseph B. Fay Co.	Nominated Subcontractor	✓
H&K Group, Inc.	Nominated Subcontractor	✓
SAI Consulting Engineers, Inc.	Independent Quality Firm	✓

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of *Proposer*, Bridging Pennsylvania Partners, to the best of his or her knowledge and belief, that:

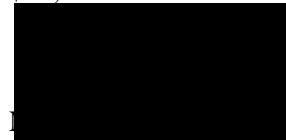
- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.



Title: Authorized Representative
Entity Making Certification: Bridging Pennsylvania Partners
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of *Equity Member*, to the best of his or her knowledge and belief, that:

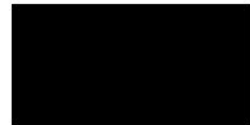
- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.



Title: Manager
Entity Making Certification: Macquarie Infrastructure Developments LLC
Date: January 19, 2022



Name: Rick Mayfield
Title: Manager
Entity Making Certification: Macquarie Infrastructure Developments LLC
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certify, on behalf of **Shikun & Binui Concessions USA, Inc.**, to the best of their knowledge and belief, that:

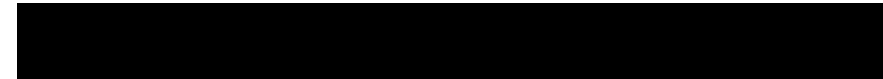
- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understand and agree that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.



Name: Sharon Novak
Title: Authorized Signatory
Entity Making Certification: Shikun & Binui Concessions USA, Inc.
Date: January 19, 2022

Name: Lucas Lahitou
Title: Authorized Signatory

Entity Making Certification: Shikun & Binui Concessions USA, Inc.
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certify, on behalf of **Shikun & Binui – America Inc.**, to the best of their knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

[Redacted]

Title: Authorized Signatory
Entity Making Certification: Shikun & Binui – America Inc.
Date: January 19, 2022

[Redacted]

Name: Michael Medina
Title: Authorized Signatory

Entity Making Certification: Shikun & Binui – America Inc.
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of *Proposer Team Member FCC Construcción*, to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

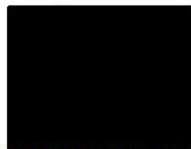
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Signature



Name: *Enrique Marijuan Castro*
Title: *Executive VP North America*
Entity Making Certification: *FCC Construcción, S.A.*
Date: *January 19th 2022*

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of **STV Incorporated**, to the best of his or her knowledge and belief, that:


- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each expenditure or failure.



Signature

Name: Richard M. Amodei
Title: Executive Vice President
Entity STV Incorporated
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of Kokosing Construction Company, Inc., to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

[REDACTED]

Name: Kevin Ohl
Title: Vice President, Engineering & Alternative Delivery
Entity Making Certification: Kokosing Construction Company, Inc.
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of Wagman Heavy Civil, Inc., *Proposer Team Member*, to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

[REDACTED]

Name: Gregory M. Andricos
Title: President & COO
Entity Making Certification: Wagman Heavy Civil,
Inc. Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of **Joseph B. Fay Co**, to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Name: James P. McNelis
Title: President
Entity Making Certification: Joseph B. Fay Co
Date: January 19, 2022



FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of H&K Group, Inc., *Proposer Team Member*, to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.



Name: H. Christian Budenz
Title: Executive Vice President
Entity Making Certification: H&K Group, Inc.
Date: January 19, 2022

FORM H

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of SAI Consulting Engineers, Inc., to the best of his or her knowledge and belief, that:

- (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; and
- (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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Name: SAI Consulting Engineers, Inc.
Title: Independent Quality Firm
Entity Making Certification: Ahmad K. Ahmadi, PE, PhD.
Date: 01/19/2022



Volume I Administrative and Legal Information

Section 1 Administrative Information **Appendix 4, 2.1(f)(vi)** Stipend Agreement (Form J)



FORM J

FORM OF STIPEND AGREEMENT

STIPEND AGREEMENT

THIS STIPEND AGREEMENT (this “**Agreement**”) is made and entered into as of the 19th day of January, 2022, by and among the Commonwealth of Pennsylvania (the “**Commonwealth**”), Pennsylvania Department of Transportation, (“**PennDOT**”), and Bridging Pennsylvania Partners, a consortium (“**Proposer**”).

Background

- (a) On December 15, 2021, PennDOT issued a Request for Proposals in relation to the PennDOT Pathways Major Bridge P3 Initiative (“**RFP**”) seeking a PDA Entity to design, construct, finance, and maintain the Project through a Pre-Development Agreement (the “**PDA**”) for the Project and subsequent Public-Private Transportation Partnership Agreements (“**Project Agreements**”).
- (b) The RFP requires each Proposer who wishes to execute and deliver a Stipend Agreement to PennDOT to do so as part of its PDA Proposal.

NOW, THEREFORE, Proposer on its behalf and on behalf of all members on the Proposer Team hereby agrees as follows:

1. DEFINITIONS

All capitalized terms and acronyms used but not defined in this Agreement have the respective meanings set forth in the Instructions to Proposers (“**IIP**”) included in the RFP.

2. PROPOSAL WORK PRODUCT

- (a) By executing this Stipend Agreement, Proposer has irrevocably elected to accept payment of a stipend from PennDOT subject to the terms hereof and as set forth in the RFP.
- (b) PennDOT hereby retains Proposer to actively participate in good faith in the RFP Process, and prepare and submit, in response to the RFP, a PDA Proposal that conforms in all material respects to the requirements of the RFP, as determined by PennDOT, is timely received by PennDOT, and satisfies the provisions of [Section 3\(a\)](#) below.
- (c) All work performed by or on behalf of the Proposer Team included in its PDA Proposal or otherwise submitted to PennDOT at any time during the RFP Process (and the products of such work) pursuant to 74 Pa.C.S. § 9112 shall be considered work-made-for-hire, as that term is defined in Section 101 of Title 17 of the U.S. Code, and all Proposal Work Product (as defined below) with the exception of Proprietary Intellectual Property (defined below) shall become the property of PennDOT without restriction or limitation on its use. Neither Proposer nor any of the Proposer Team, its members, contractors, advisors, consultants or agents shall copyright any of the material developed under this Agreement. PennDOT hereby grants to Proposer a revocable, non-exclusive, and (without PennDOT’s prior written consent) non-transferable, non-sub-licensable license to use, solely in connection with the RFP Process and solely for the duration thereof, the Proposal Work Product. The

term “**Proposal Work Product**” shall mean a Proposer’s submittals, documents, records, and intellectual property included in Proposer’s PDA Proposal or otherwise submitted to PennDOT at any time during the RFP Process (including, but not limited to, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids).

- (d) With respect to any Proposal Work Product that incorporates Proprietary Intellectual Property, the Proposer represents and warrants that it has the right to grant PennDOT an irrevocable, non-exclusive, perpetual, transferable, sublicensable, royalty-free license to use such Proprietary Intellectual Property for the purposes specified herein. The Proposer hereby grants (on behalf of itself and its Proposer Team Members) such license to PennDOT effective upon the Proposer’s acceptance of payment hereunder. The foregoing shall not be deemed a requirement for the Proposer to provide a license for off-the-shelf software or patented rights in previously existing proprietary technology to PennDOT. “**Proprietary Intellectual Property**” means Intellectual Property created, used, applied or reduced to practice in connection with the Project or the PDA Work that derives commercial value from its protection as a trade secret under Applicable Law or from its protection under patent or copyright Laws. Nothing in this [Section 2\(c\)](#) shall limit the Proposer’s right to use its Proprietary Intellectual Property in any manner it chooses.
- (e) In consideration for PennDOT’s agreement to make payment hereunder, Proposer agrees that PennDOT shall be entitled to use all Proposal Work Product in connection with the RFP, the PDA, any Project Agreements, the Project, and any other PennDOT or Commonwealth projects, such usage to be royalty-free and without any further permission from, or notification, compensation, or consideration to the Proposer or any members, contractors, advisors, consultants or agents of the Proposer Team. For the avoidance of doubt, such use may, at PennDOT’s sole discretion, include the disclosure of such Proposal Work Product to the Apparent Best Value Proposer, if applicable.
- (f) The rights and obligations of PennDOT and Proposer under this Agreement, shall irrevocably vest upon the date that the Proposal Work Product payment is made by PennDOT to Proposer pursuant to [Section 3](#) of this Agreement.

3. COMPENSATION AND PAYMENT

- (a) Compensation payable to Proposer for the Proposal Work Product described herein shall be an amount up to \$300,000 for the value of the Proposal Work Product, with certification of expenditures in that amount, if either (i) PennDOT has selected another proposer as Apparent Best Value Proposer; or (ii) PennDOT cancelled the procurement between the PDA Proposal Due Date and the selection of the Apparent Best Value Proposer, provided that (A) Proposer submitted a timely and responsive PDA Proposal in accordance with the requirements of the ITP; and (B) Proposer submits to PennDOT an Invoice, Transfer of Work Product, and Release of Claims and all required attachments in accordance with Section 3(d) hereof (which shall be subject to PennDOT’s review, concurrence, and audit pursuant to Section 3(e) hereof) within 10 business days of its receipt of notification from PennDOT of the applicable event set forth in clause (i) or (ii) of this [Section 3\(a\)](#); or
- (b) Compensation payable to Proposer for the Proposal Work Product described herein shall be an amount up to \$300,000 for the value of the Proposal Work Product, with certification

of expenditures in that amount, if the Proposer was selected as the Apparent Best Value Proposer and execution of the PDA was not achieved; provided that such failure is directly attributable to one or more of the circumstances set forth in clauses (A) through (H) of Section 3.7.2(d)(ii) of the ITP and those circumstances are not caused in whole or in part by the P3 Law, omissions, negligence, fault, recklessness, or willful misconduct of the Apparent Best Value Proposer, and provided further that Proposer submits to PennDOT an Invoice, Transfer of Work Product, and Release of Claims and all required attachments in accordance with Section 3(d) hereof (which shall be subject to PennDOT's review, concurrence, and audit pursuant to Section 3(e) hereof) within 10 business days of its receipt of notification from PennDOT of the earliest to occur of: (i) notice from PennDOT that Proposer will no longer be awarded the PDA, (ii) the date of notice by PennDOT that PennDOT has executed the PDA with another party, or (iii) the date of notice by PennDOT that it has cancelled the procurement;

- (c) For any Proposer not meeting the criteria identified in Section 3(a) above, PennDOT may pay compensation to Proposer, in an amount to be determined by PennDOT, for the Proposal Work Product described herein subject to the following conditions:
 - (i) If the procurement is cancelled prior to the PDA Proposal Due Date, Proposers will be provided the opportunity, at their option, of attending an interview and delivering to PennDOT the Proposal Work Product of their Proposal preparations to date. There is no specific format required for such Proposal Work Product. If (A) a Proposer chooses to attend an interview, delivers its Proposal Work Product, and signs a modified Stipend Agreement (to be provided by PennDOT), and (B) PennDOT agrees to accept such Proposal Work Product, PennDOT shall pay to such Proposer an amount that PennDOT deems to be appropriate consideration for the Proposal Work Product. Such amount shall not exceed \$300,000. No portion of the stipend amount will be paid in the event a Proposer chooses not to attend the interview or chooses not to deliver its Proposal Work Product; and
 - (ii) Any amount paid under this Section 3(c) will not exceed \$300,000 for the value of the Proposal Work Product.
 - (iii) Any Proposer wishing to apply for a stipend under this Section 3(c) shall so notify PennDOT within 10 business days of its receipt of notification from PennDOT that it was not entitled to compensation under Section 3(a) above.
- (d) Any Proposer request for payment pursuant to Sections 3(a), 3(b), or 3(c) hereof shall be in the form of the Invoice, Transfer of Work Product, and Release of Claims set forth in Exhibit 1 to this Agreement and shall include supporting documentation for the costs associated with the Proposal Work Product for which payment is requested.
- (e) PennDOT may, in its sole discretion, audit the costs incurred by any Proposer in preparing its Proposal in order to verify the reimbursement amount payable. Should PennDOT elect to audit, PennDOT (or its designee) shall have access to all books, records, documents, and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred. Failure of the Proposer or its Proposer Team Members to maintain and retain sufficient records to allow PennDOT to verify all or a portion of the claim or to permit PennDOT access to the books

and records of the Proposer and its Proposer Team Members shall constitute a waiver of the right to be paid a reimbursement and shall bar any recovery hereunder.

- (f) If PennDOT awards the PDA to Proposer, neither Proposer nor a PDA Entity formed by the Proposer will be entitled to compensation hereunder except as provided in Section 3(b), above.
- (g) Any payment of compensation owing hereunder will be made within 90 days of the later to occur of: (i) PennDOT's receipt of an Invoice, Transfer of Work Product, and Release of Claims in the form of Exhibit 1 to this Agreement, with certification of expenditures of the amount claimed thereunder, and satisfaction by the Proposer of any applicable conditions set forth in the RFP; and (ii) either PennDOT's execution of the PDA with the Apparent Best Value Proposer or PennDOT's decision not to award. Such Invoice, Transfer of Work Product, and Release of Claims may not be submitted until one business day after the earlier to occur of (A) posting of the notice of award, and (B) cancellation of the RFP.
- (h) Proposer shall be solely responsible for distributing and paying any portion of the payments received from PennDOT under this Agreement to members of the Proposer Team, and PennDOT assumes no liability with respect thereof.

4. WAIVER

The Proposer acknowledges and agrees that by invoicing PennDOT in accordance with Article 3, the Proposer without further action or notice:

- (a) irrevocably waives in full all rights to protest the selection by PennDOT of a PDA Entity;
- (b) fully, unconditionally, and irrevocably releases PennDOT from any and all claims and causes of action arising out of the procurement of the Project or the selection of a PDA Entity, and/or any other aspect of the procurement of the Project, whether known or unknown; and
- (c) any and all claims against PennDOT for their use of all Proposal Work Product and ideas received from the Proposer.

5. INDEMNITIES

Proposer agrees that it will indemnify, defend, and hold harmless PennDOT and all of PennDOT's board members, officers, agents, representatives, employees, successors and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including reasonable and documented attorneys' fees and costs) asserted, incurred, suffered or awarded as a result of or that relate to any third-party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by Proposer, its Equity Members, Major Team Members, other team members or their respective agents, employees, or representatives arising out of or relating to the Proposal Work Product, whether direct or indirect, and whether to any person or property to which PennDOT or said parties may be subject. The foregoing indemnity shall survive the expiration or termination of this Stipend Agreement and shall expressly apply to and include all third-party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights, trade secrets, proprietary rights, licensing rights and unauthorized use.

Proposer's obligation to indemnify, defend, and pay for the defense or, at PennDOT's option, to participate and associate with PennDOT in defense of any claim and any related settlement negotiations, shall be triggered by PennDOT's notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding sole negligence or willful misconduct of PennDOT or any of its board members, officers, agents, representatives or employees shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by PennDOT. PennDOT's failure to promptly notify Proposer of a claim shall not release Proposer of the above duty to defend so long as such failure to promptly notify does not prejudice Proposer.

6. AUTHORITY TO ENTER INTO THIS AGREEMENT.

By executing this Agreement, Proposer specifically represents and warrants that it has the authority to convey to PennDOT the Proposal Work Product, 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 the Proposal Work Product, free and clear of all liens, claims and encumbrances.

7. RIGHT-TO-KNOW LAW AND P3 RECORDS LAW

The Right-to-Know Law (as defined under the ITP) and 74 Pa. C.S. § 9111 apply to information provided by Proposer under this Stipend Agreement. The requirements of the ITP shall apply to any information provided by Proposer under this Stipend Agreement, and in the event PennDOT receives a request under the Right-to-Know Law for information related to this Stipend Agreement, the procedures and rights of each party set forth in the ITP shall apply.

8. COMPLIANCE WITH LAWS

- (a) Proposer shall comply with all federal, Commonwealth, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Applicable Laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- (b) The Proposer agrees (i) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (ii) to include a provision similar to that contained in subsection (i) in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this Section 7(b).

9. ASSIGNMENT

Proposer shall not assign this Agreement without PennDOT's prior written consent. Any such assignment of this Agreement without such consent shall be null and void.

10. MISCELLANEOUS

- (a) Proposer and PennDOT agree that Proposer, the members on the Proposer Team, and their respective employees are not agents of PennDOT as a result of this Agreement.
- (b) If Proposer is a consortium, partnership, or other form of joint venture, each member of such consortium, partnership, or other form of joint venture shall be jointly and severally liable under this Agreement.
- (c) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- (d) This Agreement, together with the RFP, as amended from time to time, the provisions of which are incorporated herein by reference, 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 shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- (e) 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, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
- (f) If PennDOT is the prevailing party with respect to a substantial portion of its claim in any judicial proceeding to resolve a dispute between the parties arising out of or connected with this Agreement, the Proposer shall pay to PennDOT upon demand all attorneys' fees, expenses and costs, expert and consultant fees, and other costs incurred by PennDOT for or in connection with such proceeding (including all such fees, expenses, and costs on appeal).
- (g) This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (h) The parties agree that the exclusive original jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of this Stipend Agreement shall be the Commonwealth Court of Pennsylvania sitting in the City of Harrisburg, Pennsylvania.
- (i) The Proposer may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
Fax No: (717) 787-9138

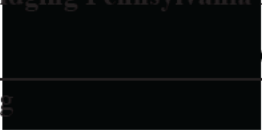
- (j) Proposer and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with PennDOT or the Commonwealth, as set forth in Public Official and Employee Ethics Act, codified at 65 Pa. C.S. § 1101 et seq., and 62 Pa. C.S. § 2301 et seq. If Proposer is not familiar with these ethical requirements, it should refer any questions to the Pennsylvania State Ethics Commission, or visit the Pennsylvania State Ethics Commission website at <http://www.ethics.state.pa.us/portal/server.pt/community/home/8992>. If Proposer or its agents violate any applicable ethical standards, the Proposer may be subject to penalties under applicable laws.
- (k) During the term of this Stipend Agreement, the Proposer understands and agrees that, pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., no individual with a disability shall, on the basis of the disability, be excluded from participation in this Stipend Agreement or from activities provided for under this Stipend Agreement. As a condition of accepting and executing this agreement, the Proposer agrees to comply with the “General Prohibitions Against Discrimination,” 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors. The Proposer shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Proposer’s failure to comply with the provisions of this clause (k).
- (l) PennDOT’s exposure to liability (other than Workers’ Compensation Liability) is governed by the dictates of Act 1978-152, as amended, commonly known as the Sovereign Immunity Tort Claims Act. Under said Act, sovereign immunity was reaffirmed but waived in nine (9) specific areas of liability. Eligible claims or suits against PennDOT, its officials or employees within the waived areas may be settled up to \$250,000, each person and/or \$1,000,000, each occurrence. PennDOT has established a tort claims self-insurance program to handle these claims or suits that is administered by the Department of General Services in close relationship with the Pennsylvania Office of the Attorney General.


[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[If the Proposer is a corporation or limited liability company, this Agreement shall be executed by an authorized signing officer(s) of such entity. If the Proposer is a consortium, partnership, or other form of joint venture, each member of such consortium, partnership, or other form of joint venture shall be required to individually sign this Agreement on behalf of the Proposer and such member]

Bridging Pennsylvania Partners

By  Sarah Schick / Rick Mayfield
(Signature) (Printed Name)

By  Sharon Novak / Lucas Lahitou
(Signature) (Printed Name)

Managers January 19, 2022
(Title) (Date)

Authorized Signatories January 19, 2022
(Title) (Date)

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Secretary or designee DATE

APPROVED AS TO LEGALITY AND FORM

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

BY _____
Comptroller Operations Date

EXHIBIT 1 TO STIPEND AGREEMENT

(INVOICE, TRANSFER OF WORK PRODUCT, AND RELEASE OF CLAIMS)

Reference is made to that Instructions to Proposers related to the Request for Proposals in relation to the PennDOT Pathways Major Bridge P3 Initiative (“**Project**”) issued on December 15, 2021 (as amended, the “**ITP**”) by the Pennsylvania Department of Transportation (“**PennDOT**”).

Reference is also made to that certain Stipend Agreement (the “**Stipend Agreement**”) dated as of _____, 2022, by and between PennDOT and [_____] (**Proposer**).

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the Stipend Agreement.

[Proposer to select, as appropriate, from the three paragraphs below]

[Pursuant to Section 3.1(a) of the Stipend Agreement, Proposer hereby requests payment of \$[_____] , reflecting the lesser of (a) \$300,000 and (b) the full amount of Proposer’s actual, reasonable and documented out-of-pocket development costs actually incurred and paid by such Proposer with respect to preparing Proposer’s PDA Proposal. Attached to this Invoice, Transfer of Work Product, and Release of Claims are supporting documentation for such costs. Proposer represents and warrants to PennDOT that Proposer is eligible for payment pursuant to Section 3.1(a) of the Stipend Agreement. Proposer represents and warrants to PennDOT that (i) Proposer submitted to PennDOT a timely and responsive Proposal by the PDA Proposal Due Date in accordance with the terms and conditions of the ITP; and (ii) Proposer is eligible for payment pursuant to Section 3.1(a) of the Stipend Agreement.]

OR

[Pursuant to Section 3.1(b) of the Stipend Agreement, Proposer hereby requests payment of \$[_____] , reflecting the lesser of (a) \$300,000 and (b) the full amount of Proposer’s actual, reasonable and documented out-of-pocket development costs actually incurred and paid by such Proposer with respect to preparing Proposer’s PDA Proposal. Attached to this Invoice, Transfer of Work Product, and Release of Claims are supporting documentation for out-of-pocket development costs actually incurred and paid by such Proposer with respect to preparing Proposer’s PDA Proposal. Proposer represents and warrants to PennDOT that (i) Proposer submitted to PennDOT a timely and responsive Proposal by the PDA Proposal Due Date in accordance with the terms and conditions of the ITP; and (ii) Proposer is eligible for payment pursuant to Section 3.1(b) of the Stipend Agreement.]

OR

[Pursuant to Section 3.1(c)(ii) of the Stipend Agreement, PennDOT has agreed to make a payment of \$[_____] representing PennDOT’s determination as to appropriate consideration for certain Proposal Work Product of the Proposer.]

Proposer acknowledges that submission of this Invoice, Transfer of Work Product, and Release of Claims, and payment by PennDOT of any amount in response to this Invoice, Transfer of Work Product, and Release of Claims, is in all respects subject to the terms and conditions of the ITP and Stipend Agreement.

The undersigned certifies and agrees on behalf of Proposer, its Major Team Members and all other members of the Proposer Team, that:

[check ALL of the following boxes]

- It has reviewed the provisions set forth in the ITP, the Stipend Agreement, and this Invoice, Transfer of Work Product, and Release of Claims, and expressly recognizes and agrees to be bound by the provisions set forth herein.
- It (a) has received and agreed to an offer from PennDOT for the payment of a stipend in an amount, under certain circumstances, and subject to the terms and conditions of the Stipend Agreement and the ITP, and (b) is eligible to receive all or a portion of the total amount available for a stipend from PennDOT for Proposal Work Product received by PennDOT pursuant to the Stipend Agreement and the ITP.
- It has reviewed the provisions set forth in the ITP, the Stipend Agreement, and this Invoice, Transfer of Work Product, and Release of Claims, and hereby, upon receipt of the amount of the stipend as prescribed under the Stipend Agreement and Section 4.10 of the ITP, (a) grants to PennDOT full ownership of and right to use all Proposal Work Product (as such term is defined under the Stipend Agreement) royalty-free and without restriction or any further permission from, or notification, compensation, or consideration to the Proposer or any members, contractors, advisors, consultants or agents of the Proposer; (b) irrevocably waives in full all rights to protest the selection by PennDOT of a PDA Entity and/or any other aspect of the procurement of the Project; (c) fully, unconditionally, and irrevocably releases PennDOT from any and all claims and causes of action arising out of the procurement of the Project or the selection of a PDA Entity, and/or any other aspect of the procurement of the Project, whether known or unknown, and (d) fully, unconditionally and irrevocably releases and waives any and all claims against PennDOT for their use of all Proposal Work Product and ideas received from the Proposer.
- By executing this Invoice, Transfer of Work Product, and Release of Claims, Proposer specifically represents and warrants that it has the authority to convey to PennDOT the Proposal Work Product, 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 the Proposal Work Product, free and clear of all liens, claims and encumbrances.

Upon Proposer's receipt of any stipend amount, and in consideration thereof, PennDOT shall own all Proposal Work Product (as such term is defined under the Stipend Agreement) without any further compensation or consideration payable to Proposer. The foregoing rights of PennDOT shall not apply to Proprietary Intellectual Property.

PROPOSER: _____

By: _____

Name: _____

Title: _____

Volume I Administrative and Legal Information

Section 1

Appendix 4, 2.1(f)(vii)

Administrative Information

Federal Debarment Certification (Form K)



FORM K

FEDERAL DEBARMENT CERTIFICATION

[To be signed by the Proposer]

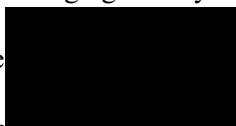
By signing and submitting its Proposal, the Proposer and its contractors (at all tiers) shall be deemed to have signed and delivered the following certification:

1. The undersigned certifies to the best of its knowledge and belief that it and its principals:
 - (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 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of federal or state/Commonwealth antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging); (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects its present responsibility;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state/Commonwealth, 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 public transactions (federal, state/Commonwealth, or local) terminated for cause or default.
2. Where the Proposer or a contractor is unable to certify to any of the statements in this certification, the Proposer or contractor shall attach a certification to its Proposal stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: January 19, 2022

Proposer: Bridging Pennsylvania Partners

Signature



Name: Sarah Schmick

Title: Authorized Representative

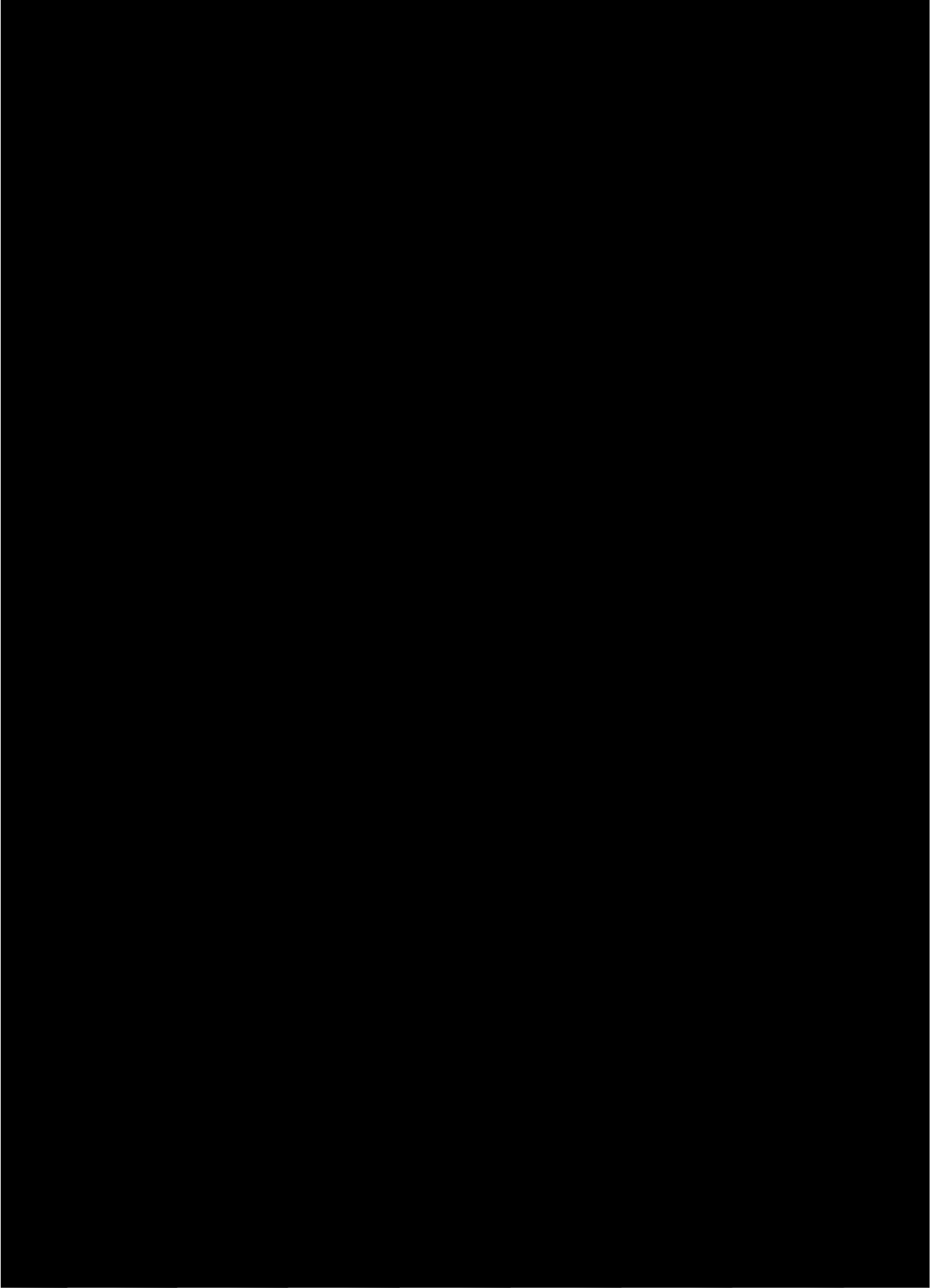
Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(f)(viii)(A) Certification (Form L)



Gerald Desmond Bridge, California
FCC



Volume I Administrative and Legal Information

Section 1 Administrative Information

Appendix 4, 2.1(f)(viii)(B) Legal Information



Volume I Administrative and Legal Information

Section 1

Administrative Information

Appendix 4, 2.1(f)(ix)

Title VI Assurances (Form M)



FORM M

TITLE VI ASSURANCES

**The United States Department of Transportation (USDOT)
Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A**

The Subrecipient (herein referred to as the “Recipient”), **hereby agrees that**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA’s Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

- b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.


By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Sarah Schick

(Name of Recipient)

by



(Signature of Authorized Official)

DATED January 19, 2022

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Volume I Administrative and Legal Information

Section 1 Administrative Information **Appendix 4, 2.1(g)** Confidential Contents Index



CONFIDENTIAL CONTENTS INDEX

The table below presents the specific items that Bridging Pennsylvania Partners deems confidential, trade secrets, or proprietary information protected by Applicable Law and the reason for such designation.

Proposer Name: **Bridging Pennsylvania Partners**

No.	RFP Heading	Section	Page(s)	Applicable Exemption
1	Form A – Appendix 1	Volume I. Section 2.1(b) Form A - Appendix 1 (Summary Description)	11	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
2	Form L – Certification	Volume I. Section 2.1(f)(viii)(A) - Entirety of Forms L	151-208	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
3	Legal Disclosures	Volume I. Section 2.1(f)(viii)(B) - Entirety of the Legal Disclosures	209-211	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
4	Organization Documents	Volume I. Section 2.1(b) - Appendices	228-293	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
5	Proposer Teaming Agreement	Volume I. Section 2.1(b) - Appendices	294-319	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
6	Preliminary PDA Work Schedule	Volume II. Section 3.2 and the separately attached P6 file	16-30	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
7	First Package Approach, Schedule, and Organizational Strategy, Appendix 1 First Package Schedule	Volume II. Section 3.3 and the separately attached P6 file	248-288	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
8	Equity Commitment Documents	Volume III. Section 2.1(b)	7-18	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
9	Form D	Volume III. Section 2.2(a)-(f) and the accompanying narrative	19-23	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)

10	Indicative Financing Plan for the First Package, Appendix 1 Financial Model in Excel	Volume III. Section 2.3; Microsoft Excel attachment	Microsoft Excel file	Contains confidential proprietary information and is protected under §708(b)(11) of the Right-to-Know Law (65 P.S. §67.101-67.3104)
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Volume I Administrative and Legal Information

Section 1 **Appendix 4, 2.1(h)**

Administrative Information List of Proposer Team Members



LIST OF PROPOSER TEAM MEMBERS

In accordance with the ITP, Appendix 4, Section 2.1(h) please see below a complete list of firms that have been included in the PDA Proposal as Proposer Team Members for Bridging Pennsylvania Partners.

Entity	Role
Bridging Pennsylvania Partners	Proposer
Macquarie Infrastructure Developments LLC	Equity Member
Shikun & Binui Concessions USA, Inc.	Equity Member
Shikun & Binui - America	Lead Construction Contractor
FCC Construcción, S.A.	Lead Construction Contractor
STV Incorporated	Lead Engineering Firm
Kokosing Construction Company, Inc.	Nominated Subcontractor
Wagman Heavy Civil, Inc.	Nominated Subcontractor
Joseph B. Fay Co.	Nominated Subcontractor
H&K Group, Inc.	Nominated Subcontractor
SAI Consulting Engineers, Inc.	Independent Quality Firm

Volume 1 Administrative and Legal Information

Section 2 Appendices



Volume I Administrative and Legal Information

Section 2 Appendix 4, 2.1(b)

Appendices Copies of Organization Documents



Volume I Administrative and Legal Information

Section 2 **Appendix 4, 2.1(b)**

Appendices Proposer Teaming Agreement or Key Terms



