

FEE FOR SERVICE

INTRA-AGENCY AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made this 30th day of June, 2015 by and between the STATE OF COLORADO for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “**Department**” or “**CDOT**,” and the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business and a division of CDOT, hereinafter referred to as the “**Enterprise**” or “**HPTE**.” CDOT and HPTE are referred to herein individually each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. CDOT is an agency of the State of Colorado authorized pursuant to § 43-1-105, C.R.S. to plan, develop, construct, coordinate, and promote an integrated transportation system in cooperation with federal, regional, local and other state agencies; and

B. Pursuant to § 43-1-110, C.R.S., the executive director of CDOT is authorized to execute certain agreements on behalf of CDOT; and

C. HPTE was created pursuant to § 43-4-806(2), C.R.S. and operates as a government-owned business within CDOT; and

D. Pursuant to § 43-4-806(6)(g), C.R.S., HPTE is empowered to enter into contracts or agreements with any public entity to facilitate a public-private partnership, including, but not limited to, an agreement in which the Enterprise, on behalf of CDOT, provides services in connection with a surface transportation infrastructure project; and

E. HPTE is further empowered, pursuant to § 43-4-806(6)(h), C.R.S., to make and enter into all other contracts and agreements, including intergovernmental agreements under § 29-1-103, C.R.S., that are necessary or incidental to the exercise of its powers and performance of its duties; and

F. The business purpose of HPTE, as provided for in § 43-4-806(2)(c), C.R.S. is to pursue public-private partnerships and other innovative and efficient means of completing surface transportation infrastructure projects, which HPTE may agree to complete for CDOT under agreements entered into with the Department in accordance with § 43-4-806(6)(f), C.R.S.; and

G. On September 30, 2013, CDOT and HPTE entered into a Memorandum of Understanding, which set forth each Party’s operating roles and responsibilities as they relate to their respective missions and provided, in relevant part, that HPTE is to be reimbursed by CDOT for personal goods or services procured by HPTE; and

H. CDOT acknowledges that HPTE possesses expertise and legal powers unavailable to CDOT, which enable it to accelerate the development and delivery of critical surface transportation infrastructure projects; and

I. HPTE has prepared a scope of work describing the services it intends to provide CDOT (the “**Services**”) for fiscal year 2016, which is attached hereto and incorporated herein as **Exhibit A** (the “**Scope of Work**”); and

J. In order to further the efficient completion of surface transportation infrastructure projects necessary to CDOT’s development of an integrated transportation system, CDOT desires that HPTE utilize its expertise and legal powers to provide the Services, in exchange for which CDOT agrees to compensate HPTE in the amounts set forth in the Scope of Work; and

K. HPTE shall constitute an enterprise for purposes of Section 20 of Article X of the Colorado Constitution (“**TABOR**”), so long as it receives less than ten percent (10%) of its total revenues in grants from all Colorado state and local governments combined; and

L. Pursuant to §§ 24-77-102(7)(b) and 43-4-803(13)(b), C.R.S., grants do not include revenues or income derived from any authorized rate, fee, assessment, or other charge imposed by an enterprise for the provision of goods or services by such enterprise; and

M. On March 11, 1997, in Opinion No. 97-01, the Colorado Attorney General also concluded, *inter alia*, that a designated enterprise may continue to qualify as an enterprise under TABOR, even though it receives a direct appropriation of monies, so long as the appropriation constitutes revenues resulting from the provision of goods or services pursuant to § 24-77-102(7)(b)(II), C.R.S.; and

N. Citing *Nicholl v. E-470 Public Highway Authority*, 896 P.2d 859 (Colo. 1995), the Colorado Attorney General further noted that the very concept of an enterprise under TABOR envisions an entity that is owned by a government institution, but is financially distinct from it, and also, that the financial affairs of the enterprise must be those of a self-supporting business-like activity that provides goods and services for a fee; and

O. HPTE engaged Stifel, Nicolaus & Company, Incorporated to prepare an analysis of the market value of the services HPTE could provide to CDOT, based on a review of costs incurred by comparable agencies for similar services (the “**Stifel Report**”); and

P. The Stifel Report concluded that HPTE provides the necessary benefit to CDOT for CDOT to support compensation for the Services as contemplated in this Agreement; and

Q. Based on the findings of the Stifel Report and their own examinations of the benefit CDOT receives for HPTE’s services, the Parties find and agree that the amounts CDOT intends to compensate HPTE for fiscal year 2016, as set forth in the Scope of Work, are reasonable and represent the fair market value of the specific Services to be provided; and

R. CDOT and HPTE each hereby affirm that, consistent with Colorado law, moneys paid by CDOT to HPTE under this Agreement are not grants of money from CDOT to HPTE, but rather, payment for the Services to be provided by HPTE to CDOT as more particularly set forth herein; and

S. Both CDOT and HPTE are authorized under law to execute this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

1. Scope of Work and Responsibilities.

a. HPTE shall provide the Services set forth in Exhibit A over a one year period, commencing on July 1, 2015, and ending on June 30, 2016, which comprises the 2016 fiscal year.

b. No later than January 15th and July 15th of the fiscal year, HPTE shall submit to CDOT a progress report. The progress report is to include a narrative summary of HPTE's activities during the previous six months, as well as a detailed report on the progress being made in the performance of the Services. The submissions of the semi-annual reports will be used by HPTE and CDOT to recognize revenue and expenses, respectively, and are to be tied to the specific tasks, and categories of work within each task, described in the Scope of Work.

c. The Parties may agree to modify the specific tasks set forth in the Scope of Work to be undertaken by HPTE during the term of this Agreement, provided that such modifications do not result in an increase or decrease in the overall estimated value of the Services to be provided under this Agreement. Any such modifications shall be specifically identified, and their estimated values reconciled, in the progress report submitted by HPTE on July 15th following the close of the prior fiscal year. Any modifications to the Scope of Work resulting in an increase or decrease in the overall estimated value of the Services shall not be undertaken unless agreed to in writing by the Parties in an amendment to this Agreement.

2. Payment Amount and Procedures.

a. The Parties agree that on July 1, 2015, CDOT shall provide payment in the amount of Two Million Dollars (\$2,000,000) to HPTE for the provision of the Services in fiscal year 2016 under this Agreement (the "**Payment Amount**").

HPTE intends to record the full Payment Amount as deferred revenue, and recognize revenue on a pro-rata basis as Services are performed during the course of the fiscal year. HPTE will conduct a "true-up" of balances at both mid-year and at the end of the fiscal year, to coincide with the Services actually provided, in conjunction with the preparation and submittal of the progress reports described in Section 1.

b. The Services to be provided, and the Payment Amount therefor, are for the full fiscal year covered by this Agreement, as may be amended from time to time. Milestone deadlines contained in the Scope of Work are for informational and work progress tracking purposes only and are not binding on HPTE. Services provided by HPTE within the fiscal year shall be compensated as part of the Payment Amount provided for herein. No deductions shall be made for Services completed outside the timeframes set forth in the Scope of Work, provided such Services are completed within the current fiscal year.

c. Any Services not completed within the term of this Agreement shall be reflected in the progress report submitted by HPTE on July 15th following the close of the prior fiscal year. In the event the value of the Services actually completed during the fiscal year is less than was estimated in the Scope of Work, HPTE may be required to reimburse CDOT for the value of Services not completed. The value of the uncompleted portion of the Services, if any, shall reflect the fair market value of the same, and shall be mutually agreed upon and set forth in writing by the Parties in an amendment to this Agreement.

3. Term. The term of this Agreement shall be from July 1, 2015 through June 30, 2016, unless the Parties mutually agree in writing to an earlier termination.

4. Amendment; Renewal.

a. It is expressly contemplated that the Parties intend to extend this Agreement for additional one-year terms for services to be provided by HPTE to CDOT in future fiscal years. Such extensions shall be documented by formal written amendment, and shall include an updated scope of the services to be provided in the subsequent fiscal years.

b. HPTE agrees to provide CDOT a proposed scope of services for the following fiscal year no later than May 1.

c. If the scope of services and payment amount for the following fiscal year are deemed acceptable by CDOT, the same shall be set forth in a written amendment executed and approved by the Parties.

d. If during its budget approval process for the following fiscal year, the Transportation Commission allocates funds for HPTE in the full amount included in the proposed scope of services submitted by HPTE on or before May 1, such proposed scope of services shall be deemed approved by CDOT, notwithstanding any failure of the Parties to execute a written amendment prior to the July 1 start of the subsequent fiscal year. The Parties shall thereafter execute a written amendment for such subsequent fiscal year, the terms and conditions of which shall not be inconsistent with the budget action taken by the Transportation Commission.

e. If the scope of services and payment amount to be provided by HPTE are approved by CDOT as provided for in this Section 4, CDOT agrees that it shall pay HPTE the agreed upon payment amount for the following fiscal year on July 1, which date

represents the first day of the fiscal year in which the proposed services are anticipated to be provided.

f. If the Parties are unable to agree upon a scope of services and payment amount for the following fiscal year prior to June 30 of any year, this Agreement shall terminate and be of no further force and effect for the subsequent fiscal year.

5. Availability of Funds. Payment pursuant to this agreement is subject to and contingent upon the continuing availability of funds appropriated for the purposes hereof. If any of said funds become unavailable, as determined by CDOT, either Party may immediately terminate or seek to amend this agreement.

6. Record Keeping Requirements. HPTE shall maintain a complete file of all books, records, papers, accounting records, and other documents pertaining to its execution of the Scope of Work under this Agreement, and shall make such materials available to CDOT upon request for a period of three years.

7. Right to Audit. HPTE shall permit CDOT, the State Auditor and/or their designee(s) to inspect all records of HPTE and audit all activities which are or have been undertaken pursuant to this agreement.

8. Consideration; Exchange Transaction. The Parties acknowledge that the mutual promise and covenants contained herein, and other good and valuable consideration, are sufficient and adequate to support this Agreement. The Parties further acknowledge that this Agreement represents an exchange transaction for CDOT's purchase of specific services provided by HPTE at the market value of such services.

9. Dispute Resolution. Any dispute concerning the performance of this Agreement shall be referred to the CDOT Director of the Office of Major Project Development and the HPTE Director. Failing resolution by such officers, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.

10. Default; Termination. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. CDOT reserves the right to terminate this Agreement upon thirty (30) days written notice to HPTE of its nonperformance of the Services; provided, however that HPTE shall not be in default under this Agreement if it has promptly commenced a cure of such nonperformance and is diligently pursuing the same. Any finding of nonperformance and failure to cure under this Section shall be referred for dispute resolution as provided for in Section 9 prior to any termination becoming effective. In the event of termination, including voluntary termination by the Parties under Section 3, HPTE shall be required to reimburse CDOT for the value of the Services not yet completed as of the date of termination.

11. Delegation. Except as identified or otherwise implied in the Scope of Work, the duties and obligations of HPTE with respect to the provision of the Services under this

Agreement shall not be assigned, delegated or subcontracted without the prior consent of CDOT. All subcontractors will be subject to the requirements of this Agreement.

12. Modification. This Agreement is subject to such modifications as may be required by changes in federal or state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

13. Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

14. Waiver. The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement, or the same term, provision or requirement upon subsequent breach.

15. No Third Party Beneficiaries. This agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to CDOT and HPTE. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of CDOT and HPTE that any such person or entity, other than CDOT or HPTE, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only.

16. Entire Understanding. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever. Except as otherwise provided in this Agreement, no subsequent renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the Parties.

17. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

18. Adherence to Laws. At all times during the performance of this Agreement, HPTE shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established, including, but not limited to state and federal laws respecting discrimination and unfair employment practices.

19. Legal Authority. The Parties each warrant that they possess the legal authority to enter into this Agreement and that each has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind CDOT or HPTE, as applicable, to its terms. The persons executing this Agreement on behalf of CDOT and HPTE each warrant that they have full authorization to execute this Agreement.

20. Notices. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of CDOT and HPTE. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either Party may, from time to time, designate in writing new or substitute representatives.

If to CDOT:

Brett J. Johnson, Director
Office of Major Project Development
Colorado Department of Transportation
4201 E. Arkansas Ave.
Denver, CO 80222
Email: brett.j.johnson@state.co.us

If to HPTE:

Michael Cheroutes, Director
HPTE
Colorado Department of Transportation
4201 E. Arkansas Ave.
Denver, CO 80222
Email: michael.cheroutes@state.co.us

21. Controller's Approval. This agreement shall not be deemed valid until it has been approved by the State Controller or such assistant as he or she may designate.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STATE OF COLORADO
John W. Hickenlooper, Governor

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____
Shailen P. Bhatt
EXECUTIVE DIRECTOR
DEPARTMENT OF TRANSPORTATION

By: _____
Michael Cheroutes
DIRECTOR

APPROVED:

Cynthia H. Coffman
ATTORNEY GENERAL

By: _____
ASSISTANT ATTORNEY GENERAL

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§ 24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate of the State of Colorado.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>
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EXHIBIT A
HPTE Scope of Work for FY 2016

(Attached)

Colorado High Performance Transportation Enterprise Scope of Work

Fiscal Year 2016

Overview

In order to accelerate the development and delivery of critical transportation infrastructure projects through the use of innovative financing, the Colorado Department of Transportation (CDOT) utilizes the expertise and legal powers of the High Performance Transportation Enterprise (HPTE). In 2009, the HPTE was created under Section 43-4-806 C.R.S., known as FASTER, in order to accelerate critical surface transportation infrastructure projects throughout the state. To achieve this objective the HPTE was given the power to enter into public-private partnerships, impose user fees on surface transportation projects, issue revenue bonds and enter into private commercial loan agreements.

As a division of CDOT, HPTE is considered a government owned business, and as an “enterprise,” HPTE is exempt from restrictions contained in Section 20 of Article X of the Colorado Constitution, also known as TABOR, which CDOT is subject to. The powers given to the HPTE through FASTER further provide a direct benefit to CDOT and the traveling public by accelerating infrastructure projects that ordinarily would not be undertaken due to the constrained fiscal environment.

This scope of work documents the services that CDOT requests HPTE to perform for fiscal year 2016. In exchange, CDOT will compensate the HPTE with an upfront payment for its services. Associated costs for the completion of primary project duties are broken down into specific categories of work performed.

Scope of Work Duration

This scope of work outlines services that will be provided by HPTE over a one year period that will commence on July 1, 2015 and end on June 30, 2016. A new scope of work for services proposed for fiscal year 2017 is to be provided by HPTE no later than April 1, 2016.

Billing and Reporting

It is anticipated that CDOT will pre-pay for services to be provided by HPTE, in the subsequent fiscal year on July 1 of each year. Prior to receiving payment, a revised scope of work and an amendment to the *Fee For Service Intra-Agency Agreement (IAA)* between CDOT and HPTE will be negotiated and approved by the parties, as further outlined in the IAA.

On the 15th of January and July of each fiscal year, HPTE will submit a progress report that includes a summary of its activities for the previous six months, as well as a status report on the progress being made to accomplish the tasks outlined in this scope of work. The submission of the semi-annual reports will be used by HPTE and CDOT to recognize revenue and expenses, respectively. In the event the tasks outlined in this scope of work are modified, the parties shall reconcile such changes prior to the close of the fiscal year as set forth in the IAA.

HPTE Corridor Development and Services Provided

HPTE manages and leads the development of many critical surface transportation projects on behalf of CDOT. These projects are in key corridors around the state that when completed, will increase choice, promote carpooling, expand capacity, and assist with traffic demand management. By utilizing the powers granted to HPTE through statute, CDOT is able to improve congestion on these corridors and accelerate these infrastructure projects that ordinarily would not be undertaken. To deliver these projects, HPTE is providing services that fall into five general categories: Overall Program, Program Planning, Project Development, Project Procurement and Construction. Each category is defined as follows:

Overall Program: shall mean services that support HPTE’s overall mission of accelerating the delivery of critical surface transportation projects throughout the state. This can include work related to the development of HPTE’s overall program strategy, looking at how HPTE’s system of projects can integrate effectively into the existing transportation system, conducting feasibility studies on potential future projects as well as improving access and use of P3 resources.

Program Planning: shall mean services that support the development of a specific corridor as a whole but are not related to project construction. This can include public education and outreach as well as coordination with local governments and project stakeholders. Program planning activities are necessary to ensure the success and use of HPTE corridors.

Project Development: shall mean services that include, but are not limited to, the planning and design of public-private partnerships, express lane facilities, other revenue generating projects as well as providing oversight duties and contract management on executed concession agreements.

Project Procurement: shall mean all services that deal with procuring and securing funding for public-private partnerships, express lane facilities or other revenue generating projects.

Construction: shall include all services that deal with the oversight of construction and operation and maintenance activities. Also includes approving and overseeing the change order process set forth in the construction contract.

CDOT uses these categories to define the specific tasks that will be managed by HPTE over the duration of this scope of work. Organizing these tasks by specific project and/or corridor will allow HPTE to demonstrate the progress being made on these tasks and validate the exchange of services between CDOT and HPTE.

US 36 Managed Lanes / Bus Rapid Transit Project

Summary of Work: Plenary Roads Denver (PRD) operations and maintenance requirements under the Concession Agreement are performance driven, that is, if certain performance measures are not met, HPTE has the power to assess non-compliance points to PRD. If PRD does not adequately cure the reason why they received non-compliance points they will be required to compensate HPTE. Both HPTE and CDOT have responsibilities for monitoring the Concession Agreement.

In order to complete the project, HPTE is tasked with providing the following services:

Project Development

Concession Agreement Management and Oversight

CDOT tasks HPTE to ensure that all operations and maintenance (O&M) requirements set out under the Concession Agreement with PRD are being met. All requirements are performance driven, and if certain performance measures are not met, such as maintain tolling equipment, adequate incident management, routine maintenance, and snow and ice removal, HPTE has the power to assess non-compliance points to PRD. If PRD does not adequately fix the reason why they received non-compliance points they will be required to monetarily compensate HPTE on behalf of CDOT.

In addition to monitoring all O&M requirements, CDOT tasks HPTE with ensuring proper oversight on the financial and engineering aspects of the project. To ensure short-term financial oversight on the

US36 project HPTE has hired and will oversee the work of the financial advisory firm McGladrey. CDOT also tasks HPTE to work with its Office of Major Project Development (OMPD) to implement a long-term financial oversight plan once the project is completed and in-service. HPTE will also provide support and oversight on a contract managed by OMPD that provides engineering oversight on the project.

CDOT also tasks HPTE to spearhead the following efforts:

- Coordinate with CDOT Region 1 staff, OMPD and the CDOT’s Communications Office on all stakeholder outreach efforts. **Timeline:** This work will be on-going.
- Work with OMPD to develop scenario workshops, which will educate and obtain input from CDOT O&M personnel on the performance standards and related requirements outlined in the concession agreement, as required by the March 30, 2015 US 36 Audit. **Timeline:** All scenario workshops will be completed by September 30, 2015.
- Work with Region 1, OMPD staff and the CDOT annual budget team to develop a budget for routine maintenance and snow and ice removal costs. In addition, CDOT will have cost savings in routine maintenance and snow removal due to the concession agreement. These cost savings will also be passed through from HPTE to CDOT. **Timeline:** This will be completed by September 15, 2015.

Project Procurement:

HPTE will hire CDOT Engineers to manage the construction and change order procedure set forth in the Concession Agreement for the Phase 2 Project on HPTE’s behalf.

Summary of Duties and Value of Services for US36 Managed Lanes/Bus Rapid Transit Project:

CATEGORY	VALUE
Project Development	\$450,000
Project Procurement	\$50,000
Total Project Value	\$500,000

I-70 East Corridor Design Build Finance Operate Maintain Project (DBFOM)

Summary of Work: On March 25, 2015 CDOT/HPTE released the Request for Qualifications (RFQ) for the I-70 East Project, which will lead to the shortlisting of no more than four proposers by mid-summer. A draft Request for Proposal (RFP) and Concession Agreement will be released soon thereafter. This will then lead to a series of one-on-one meetings where the final project documents are negotiated.

In order to support the development of the I-70 East project, CDOT tasks HPTE with providing the following services:

Project Development

Support OMPD’s other primary responsibilities as they related to the I-70 East Project (see Attachment A to the September 30, 2013 MOU for specifics). This will be complete by June 30, 2016.

Project Procurement

CDOT tasks HPTE to assist the Bridge Enterprise in the procurement process and complete the following duties:

- Review and comment on all documents prepared by legal counsel
- Work with the Colorado Bridge Enterprise (CBE) and OMPD to prepare the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan and Private Activity Bonds (PABs) applications
- Review and comment on other consultants work product, for example, technical requirements, tolling requirements, project staffing levels
- Participate in meetings with CDOT/HPTE consultants to keep the procurement process on schedule
- Participate in one-on-one meetings with the shortlisted proposers
- Lead or assist (depending on the funding source) the procurement process of additional personal services for the project
- Lead the TIFIA and PABs application and negotiation process
- Assist CDOT OMPD with the project's tolling strategy
- Lead negotiations with stakeholders to procure additional project funding

Timeline: These duties will be complete by June 30, 2016.

Summary of Duties and Value of Services for I-70 East Corridor Project:

CATEGORY	VALUE
Project Development	\$100,000
Project Procurement	\$200,000
Total Project Value	\$300,000

C-470 Express Lanes Project

Summary of Work: This project is being procured using the Design Build method, and will not be a Public-Private Partnership like US 36 or I-70 East. This project is anticipated to be under construction by the summer of 2016. HPTE will help secure both a TIFIA Loan and PABs for the project.

In order to support the development of the C-470 project, CDOT tasks HPTE with providing the following services:

Program Planning

- Coordinate with CDOT Region 1, OMPD, and the CDOT Communications Office regarding stakeholder outreach
- Support OMPD's other primary responsibilities as they related to the C470 Project (see Attachment A to the September 30, 2013 MOU for specifics)
- Complete by June 30, 2016.

Project Development

- Prepare the TIFIA and PABs applications
- Pay TIFIA's \$100,000 credit worthiness fee
- Hire Rating Agency to provide rating for Level 3 Traffic and Revenue Study (\$200,000).
- Prepare finance plan and other related documents relating to the TIFIA loan
- Work with legal counsel and other consultants regarding the TIFIA loan, PABs and other potential financing for the project

- Work with OMPD to develop a tolling strategy for the corridor
- Coordinate with E470 and OMPD on the toll installation and testing of the hardware and software on the express lanes

Timeline: The TIFIA loan and PABs are anticipated to close in the second quarter of calendar year 2016.

Summary of Duties and Value of Services for C-470 Express Lanes Project:

CATEGORY	VALUE
Project Planning	\$200,000
Project Development	\$400,000
Total Project Value	\$600,000

I-25 North Project Segment 2 and 3

Summary of Work: This two segment project is being procured using the Design Bid Build method, and will not be a Public-Private Partnership. Segment 2 is scheduled to open for tolling in January 2016 and Segment 3 is scheduled to open for tolling in February 2016.

In order to complete segment two and three of this project, HPTE is tasked with providing the following services:

Program Planning

- Coordinate with CDOT Region 1, OMPD, and the CDOT Communications Office regarding stakeholder outreach

Project Development

- Coordinate with CDOT OMPD, Region 1 and 4 staff regarding the tolling strategies for each segment
- Coordinate with E470 on the toll installation and testing of the hardware and software on the express lanes through late 2015, early 2016.

Construction

While CDOT regions 1 and 4 are providing the funding for these projects, once construction is completed, CDOT tasks HPTE with operating and maintaining the managed lanes on this project.

Timeline: Construction will be done in October 2015.

Summary of Duties and Value of Services for I-25 North (Segment 2 and 3) Project:

CATEGORY	VALUE
Project Planning	\$15,000
Project Development	\$50,000
Total Project Value	\$65,000

I-70 West Peak Period Shoulder Lane Project (East Bound)

Summary of Work: On December 19, 2014 HPTE entered into a Loan Agreement with Banc of America for \$25 million to close the funding gap on the project and help the construction of the west bound Peak

Period Shoulder Lane (PPSL) from Empire Junction to the Twin Tunnels on I-70. The PPSL will be open for tolling on or around November 1, 2015.

In order to complete the project, CDOT tasks HPTE with providing the following services:

Program Planning

- Coordinate with CDOT Region 1, OMPD, and the CDOT Communications Office regarding stakeholder outreach

Project Development

- Coordinate with CDOT to ensure HPTE is complying with the December 19, 2014 Intra Agency Agreement (IAA) between CDOT and HPTE
- Coordinate with legal counsel, the Attorney General’s Office, CDOT Region 1 and OMPD staff to ensure HPTE is complying with the covenants in the loan agreement
- Coordinate with CDOT, OMPD and Region 1 staff regarding the PPSL tolling strategies
- Coordinate with E470 and OMPD on the toll installation and testing of the hardware and software on the PPSL through late summer, early fall 2015.

Construction

Once construction is completed, CDOT tasks HPTE with operating and maintaining the managed lanes on this project per the Memorandum of Understanding (MOU) with the Federal Highway Administration (FHWA) and Clear Creek County.

Summary of Duties and Value of Services for I-70 West PPSL Project (East Bound) Project:

CATEGORY	VALUE
Project Planning	\$30,000
Project Development	\$100,000
Construction	\$50,000
Total	\$180,000

Overall Program Services

Increase Transparency and Education on Public-Private Partnerships

To ensure effective and comprehensive public outreach and education around Public-Private Partnerships (P3) projects. CDOT tasks HPTE with the following tasks:

- Conduct telephone town halls as required by the Transparency Policy
- Conduct online surveys to gauge public sentiment
- Conduct public meetings and stakeholder outreach as required by the Transparency Policy
- Maintain current and updated information on project websites regarding project status and public participation activities and events.
- Produce Annual Report to Colorado General Assembly as required by 43-4-806 C.R.S.

Timeline: These duties will complete by June 30, 2016. **Value: \$240,000**

Implement a Document Management System for P3 and Major Projects

As required by the March 30, 2015 Audit, HPTE has procured and will implement an online document management platform created by Aconex. Aconex cloud-based construction project management software provides transparency and control from the moment a project is conceived through close-out, handover and operations. This platform will allow HPTE and CDOT to collaborate securely, efficiently and easily with project contractors, construction managers, region engineers and consultants. HPTE will be solely responsible for the management and oversight of this contract.

Timeline: HPTE will enter into a four year agreement with Aconex by mid-June 2015. **Value: \$200,000 / year.**

Development of a P3 Manual

As required by the March 30, 2015 Audit, HPTE is in the process of procuring RS&H to develop a P3 Manual to provide a framework for both HPTE and CDOT for the development, implementation and oversight of P3 Projects. The P3 Manual will build upon the best practices and help to improve on lessons learned from the US-36 P3 Project and the early stages of the I-70 East P3 Project plus other industry best practices to address P3 program development and management and walk through the different stages of project development to help set roles and responsibilities to ensure timely and responsive actions that are needed between HPTE and CDOT to address common needs of P3 projects. The manual will be divided into 5 sections starting with: 1) P3 program development and management; 2) project planning and developmental/pre-procurement phase; 3) project procurement phase; 4) project implementation phase; and 5) project operations phase.

Timeline: This will be complete by December 31, 2015. **Value: \$225,000**

