Date: October 15, 2015

To: The Colorado Transportation Commission

From: Nicholas Farber, HPTE Operations Manager

Subject: Second Amendment to the HPTE US36 Concession Project IAA

Purpose
The purpose of this memorandum is to summarize HPTE's recommendation regarding the Second Amendment to the CDOT / HPTE US 36 Concession Agreement Intra-Agency Agreement (IAA).

Action
The Board is asked to consider a resolution that supports the staff recommendation.

Background
The March 30, 2015 HPTE Legislative Audit cited that HPTE and CDOT had not executed a project-specific agreement outlining their respective roles and responsibilities for monitoring operations and maintenance for the US-36 P3 Project as required by the September 2013 Memorandum of Understanding that created OMPD. The Project Specific Agreement must "outline detailed responsibilities, and identify the responsible organizational units and key personnel required to perform those responsibilities, so that each agency's monitoring responsibilities are clear."

Details
The Second Amendment to the June 27, 2013 CDOT HPTE IAA puts HPTE in charge of the contract administration for the current HDR Engineering Contract with respect to O&M Oversight Activities and any future consultant contracts, requires HPTE to coordinate monthly meetings between the Concessionaire, CDOT staff and consultants; requires HPTE to develop a Monitoring Management Plan to ensure timely coordination between the HPTE, CDOT, and the concessionaire during the operating period of the Project; requires HPTE to develop Processes for managing changes and claims related to operations and maintenance; and requires HPTE staff to review all invoices from McGladrey LLP, HDR Engineering or LS Gallegos & Associates to confirm accuracy.

CDOT staff, through OMPD, work with HPTE and consultants to participate in necessary meetings, adhere to its roles and responsibilities set forth in the Monitoring Management Plan, and review documents in order to facilitate Concessionaire's maintenance and operations activities on the US 36 Concession Project.

The IAA also adds a provision that any payment CDOT makes to Plenary of any amounts payable under the Concession Agreement be a discharge of HPTE's obligation to make the relevant payment. This was added to facilitate the US 36 General Purpose Routine Maintenance, Snow and Ice and Courtesy Patrol payments due on a monthly basis.

Recommendations
The staff recommends that the Transportation Commission approve a resolution authorizing CDOT to execute the Second Amendment to the June 27, 2013 IAA with HPTE to clarify each other's roles and responsibilities as it applies to the oversight of the Concessionaire's operations and maintenance work on US 36.

Attachments
Second Amendment to the HPTE US 36 Concession Project IAA; US 36 P3 Audit relative recommendation; McGladrey High Level Compliance Monitoring Approach and Detailed Compliance and Performance Requirements

SECOND AMENDMENT TO
HPTE US36 CONCESSION PROJECT
INTRA-AGENCY AGREEMENT

THIS SECOND AMENDMENT ("Amendment") is made this _____ day of _____, 2015 by and between the STATE OF COLORADO for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "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."

FACTUAL RECITALS

A. CDOT and HPTE entered into that certain HPTE US36 Concession Project Intra-Agency Agreement dated June 27, 2013 ("Original Agreement"), and entered into the First Amendment to the Original Agreement on October 17, 2013 ("First Amendment") pursuant to which CDOT agreed (among other things) to perform the CDOT Service Funding Obligations, provide for a CDOT Backup Loan to HPTE, and fulfill the CDOT Performance Obligations, all relating to the Concession Agreement and the US 36 Concession Project. All capitalized terms used in this Amendment but not otherwise defined in this Amendment shall have the meaning for such terms as set forth in the Original Agreement.

B. The Enterprise entered into a Concession Agreement, dated June 27, 2013, with Plenary Roads Denver ("Concessionaire"), which agreement was subsequently amended and restated in that certain Amended and Restated Concession Agreement, dated February 25, 2014 (the "Concession Agreement"), obligating the parties thereto to perform certain tasks, many of which were outlined in the Original Agreement. Specifically, Concessionaire is required to perform snow and ice removal services and routine maintenance services for the general purpose lanes in the US 36 Corridor, for which the Concessionaire is to be compensated by the Enterprise which will in turn be reimbursed for those expenses related to the general purpose lanes by CDOT. Concessionaire is also required to operate and maintain the US 36 and I-25 managed lanes.

C. The Colorado Office of the State Auditor undertook a performance audit of the US-36 Public-Private Partnership and issued its audit report to members of the Colorado Legislative Audit Committee on March 11, 2015 . In its audit report, the State Auditor recommended, in part, that the Enterprise should work with CDOT to develop a comprehensive monitoring framework and systematic mechanisms for managing and monitoring the Concessionaire during the 50-year operations phase of the Concession Agreement. Specifically, the audit recommended that the Enterprise execute a project-specific agreement for the US-36 P3 Project specifying in detail HPTE's, CDOT's, and their contractors' respective roles and responsibilities for operations and maintenance monitoring.

D. To perform its responsibilities under the Concession Agreement and as advised by the State Auditor's audit report, HPTE retained McGladrey LLP to develop a detailed compliance monitoring plan to monitor and verify Concessionaire's compliance and performance under the Concession Agreement. McGladrey delivered its report to the Enterprise on July 15, 2015 and in its report, McGladrey outlined a compliance monitoring approach and compliance performance requirements in order to monitor and

measure Concessionaire's performance under the Concession Agreement, including maintenance and operations activities.

E. On May 29, 2014, CDOT entered into a long-term contract with HDR Engineering, Inc. to perform a variety of tasks for the US 36 Concession Project including providing for comprehensive oversight services for Concessionaire's maintenance and operations activities for the entire Concession Project ("O&M Oversight"). This contract was amended on March 25, 2015, to add the Enterprise as a party. HDR Engineering, Inc. has subcontracted all O&M Oversight activities under its contract with CDOT and HPTE to LS Gallegos & Associates.

F. Using the framework established in the McGladrey report, HDR Engineering and its subcontractor LS Gallegos & Associates will provide comprehensive O&M Oversight services to both the Enterprise and CDOT for the US 36 Concession Project.

G. The purpose if this Amendment is to create the recommended US 36 Project-specific agreement to outline and memorialize HPTE's, CDOT's and any current or future contractors' respective roles for operations and maintenance monitoring during the Concession Agreement's 50-year term.

H. This Amendment is executed under the authority of Section 29-1-203, C.R.S., as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING FACTUAL RECITALS, IT IS HEREBY AGREED AS FOLLOWS:

1. HPTE Responsibilities. With regard to HPTE's respective role and responsibility for operations and maintenance monitoring, HPTE shall manage and oversee present and future CDOT and HPTE consultants who have been tasked with Concessionaire and Concession Project oversight activities. This management shall include, but not be limited to, the following:

   a. HPTE staff shall act as Contract Administrator for the current HDR Engineering Contract with respect to O&M Oversight Activities and any future consultant contracts;
   b. HPTE staff shall coordinate monthly meetings between Concessionaire, CDOT staff, HPTE staff, and consultants to report on Concession Project maintenance and operations activities and concerns;
   c. HPTE staff and consultants shall develop:
      i. A Monitoring Management Plan to ensure timely coordination between the HPTE, CDOT, and the concessionaire during the operating period of the Project and,
      ii. Processes for managing changes and claims related to operations and maintenance
   d. HPTE staff shall review all invoices from McGladrey LLP, HDR Engineering or LS Gallegos & Associates to confirm accuracy.

2. CDOT Responsibilities. CDOT obligations with respect to the Original Agreement and the First Amendment shall remain unchanged. With regard to CDOT's respective role and responsibility for

operations and maintenance monitoring, CDOT staff shall work with HPTE and consultants to participate in necessary meetings, adhere to its roles and responsibilities set forth in the Monitoring Management Plan, and review documents in order to facilitate Concessionaire's maintenance and operations activities on the US 36 Concession Project. The organizational unit that shall direct CDOT staff shall be the Office of Major Project Development.

3. Payments by CDOT. To the extent that CDOT makes payments to the Concessionaire of any amounts payable under the Concession Agreement, such payment shall, to the extent of the amount paid by CDOT, be deemed to have discharged the obligation of HPTE to make the relevant payment under the Concession Agreement.

4. General Provisions. With the exception of those terms and conditions specifically modified and amended herein, the Original Contract shall remain in full force and effect in accordance with all of its terms and provisions. In the event of any conflict between the terms and provisions of the Original Agreement and the term and provisions of this Amendment, the terms and provisions of this Amendment shall supersede and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement.

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

STATE OF COLORADO
JOHN HICKENLOOPER, Governor

By _____
SHAILEN BHATT
Executive Director
DEPARTMENT OF TRANSPORTATION

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By _____
DAVID SPECTOR
HPTE Director

APPROVED:
CYNTHIA H. COFFMAN
Attorney General

By _____
First Assistant Attorney General

WHY DID THE PROBLEMS OCCUR?

HPTE and CDOT have not established a comprehensive monitoring framework for monitoring the concessionaire during the operations phase of the concession agreement. Specifically:

- **HPTE AND CDOT HAVE NOT EXECUTED A PROJECT-SPECIFIC AGREEMENT** outlining their respective roles and responsibilities for monitoring operations and maintenance for the US-36 P3 Project as required by the MOU. The project-specific agreement should outline detailed responsibilities, and identify the responsible organizational units and key personnel required to perform those responsibilities, so that each agency's monitoring responsibilities are clear. The project-specific agreement is a necessary first step in establishing a monitoring framework.

- **HPTE HAS NOT ESTABLISHED MECHANISMS TO ENSURE ADEQUATE TECHNICAL REVIEW** of the concessionaire's monitoring plans and reports. HPTE contracted with an external accounting firm to monitor the concessionaire's compliance with requirements to provide monitoring plans and reports as outlined in the concession agreement. Additionally, CDOT's Office of Major Project Development (OMPD) hired an engineering firm to assist in supporting OMPD and HPTE with technical reviews on a task order basis. Although these contracted services are available to provide monitoring support, HPTE and CDOT will need to identify the respective roles and responsibilities of HPTE, CDOT, and the contractors with respect to monitoring the technical requirements outlined in the concessionaire's plans and reports over the 50-year term of the agreement. Further, since the contracted engineering firm that is providing OMPD with technical monitoring support is a member of the concessionaire consortium and is responsible for engineering design for the US-36 P3 Project, HPTE and CDOT will need to ensure that appropriate firewalls and other contractual controls are in place to ensure that the engineering firm is not monitoring its own work.

Both HPTE and CDOT lack experience with complex P3 projects and the long-term obligations that are present during the operations phases. To form a basis for a monitoring framework and address the knowledge and experience gap, HPTE and CDOT could hold a series of workshops with experienced CDOT operations and maintenance personnel to train them on contract requirements, work through sample scenarios, and identify ways these scenarios should be monitored. A "scenario workshop," would allow participants to see how the contract mechanisms work and help identify the elements that need to be included in the monitoring management plan and framework. Prioritizing issues identified through the scenario workshop would also help with determining timelines for addressing issues in the monitoring management plan. HPTE and CDOT could also use the scenario workshops to develop processes for claims review and to identify any HPTE or CDOT obligations that were overlooked when developing the Project Management Plan for the Federal Highway Administration or the MOU for the concession agreement.

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McGladrey

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July 15, 2015

Mr. Nicholas Farber
Enterprise Specialist
High Performance Transportation Enterprise
4201 E Arkansas Ave, Rm 200
Denver, Co 80222

Re: High Level Compliance Monitoring Approach and Detailed Compliance and Performance Requirements under the US 36 / I 25 Concession Agreement

Dear Mr. Farber:

As requested, McGladrey has developed a high level approach to be used as a basis for developing a detailed compliance monitoring plan to monitor and verify Concessionaire's compliance and performance under the US 36/I 25 Concession Agreement (the "Concession Agreement"). In the following report, we have summarized the purpose of the compliance monitoring plan (the "Plan"), the scope of expected monitoring activities, the organization and structure of the team responsible for the performance of monitoring the concessionaire's compliance and performance (the "Compliance Monitoring Team"), the methodology we are utilizing to develop the Approach and Plan, the roles and responsibilities of the members of the Compliance Monitoring Team, the detailed requirements of the Concession Agreement and our high level approach to monitoring the Concessionaire's Compliance and performance under the Concession Agreement (our "Approach"). The information contained within this report presents a summary of the aforementioned items. Additional detail, information and work product has been communicated to High Performance Transportation Enterprise ("HPTE") management for the duration of the performance of our work related to the development of our high level approach. Additional detail related to the requirements of the Concession Agreement and to our Approach are provided in Exhibits A and B following this Report.

COMPLIANCE MONITORING PURPOSE

McGladrey, HDR and LS Gallegos (collectively referred to as the "Compliance Monitoring Team" or the "Team") have been engaged to monitor the Concessionaire's compliance with and performance under the US 36/I 25 Concession Agreement. The purpose for monitoring the Concessionaires performance is to both verify that the Concessionaire is adhering to the terms and conditions of the Concession Agreement and to monitor the Concessionaire's performance to assess whether or not the Concessionaire is performing in a manner consistent with the requirements and intent of the Concession Agreement. To the extent that the Concessionaire is not fully adhering to the terms and conditions of the Concession Agreement or is not performing in a manner consistent with the requirements or the intent of the Concession Agreement, the purpose of the monitoring activities include identifying areas of any

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significant noncompliance in a timely manner for the purposes of taking corrective active action to remediate significant non-compliance to the extent that it is found to exist. An ancillary benefit of our compliance monitoring activities is to observe potential opportunities for clarification or modification of requirements, performance measures, reporting or record keeping related to requirements and performance measures that will improve the efficiency and effectiveness of monitoring the Concessionaire's adherence and performance under the Concession Agreement. To the extent that the Compliance Monitoring Team identifies any such opportunities, the Team will communicate them to HPTE along with any related recommendations. Accordingly, the general purpose of compliance monitoring under the US 36 / I 25 Concession Agreement is to verify the Concessionaire's compliance and performance or identify noncompliance or nonperformance in a timely, effective and efficient manner.

SCOPE OF COMPLIANCE MONITORING ACTIVITIES

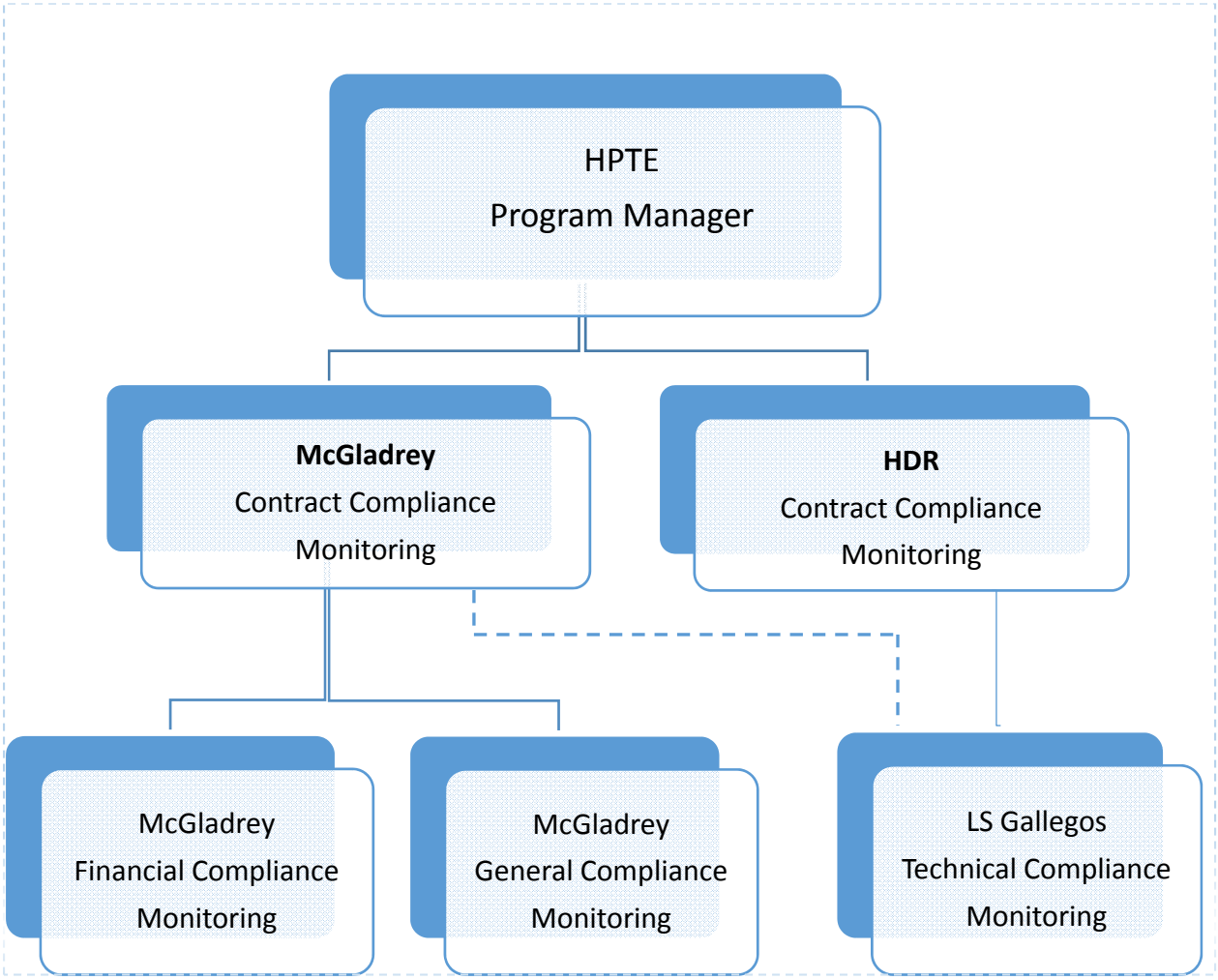
McGladrey was engaged to monitor the Concessionaire's performance and financial results to ensure that the Concessionaire operates and maintains the concession in an appropriate manner, in compliance with the terms and conditions of the Concession Agreement and of HPTE in accordance with the Concession Agreement.

Based upon the needs identified by CDOT and HPTE and based upon McGladrey's review and understanding of the US 36/I 25 Concession Agreement, McGladrey understands that it is CDOT's and HPTE's intent to develop a risk-based, cost effective approach to identify and monitor the Concessionaire's Compliance and performance under the Concession Agreement. McGladrey understands that it is CDOT's and HPTE's intent to develop and implement a monitoring plan that considers the various degrees of risk related to the various terms and conditions of the Concession Agreement and focuses efforts and resources on the more significant risks of non-compliance or non-performance.

Included in McGladrey's scope of work is developing a Plan to be used as a guide to monitor the Concessionaire's compliance with key Concession Agreement requirements and performance measures. As the Concession Agreement requirements consist of financial, compliance and operational requirements and performance measures, monitoring the scope of McGladrey's monitoring activities encompasses financial, compliance and technical monitoring activities. While McGladrey is primarily responsible for monitoring financial and compliance requirements and performance, McGladrey is not directly responsible for monitoring the technical aspects of the Concessionaire's adherence and performance under the Concession Agreement (LS Gallegos "LSG" has been engaged to provide monitoring of the technical aspects of the Concessionaire's performance). However, McGladrey has been asked to provide an additional level of monitoring of LSG's technical monitoring of the Concessionaire, providing HPTE with an additional layer of oversight of the Concessionaire's adherence to technical requirements. Accordingly, high level monitoring of LSG's technical monitoring is included within McGladrey's scope of work. This provides HPTE with both single point of reporting of Concessionaire's compliance, as well as full independent oversight of all Concessionaire compliance monitoring activities.

COMPLIANCE MONITORING ORGANIZATION AND STRUCTURE

The structure established by HPTE to monitor compliance and performance of the Concessionaire under the terms of the US 36 / I 25 Concession Agreement is depicted in the chart below.



As a result of the diverse and distinct expertise required to effectively monitor the various requirements of the Concession Agreement (Financial, Compliance and Technical), HPTE has engaged the services of McGladrey as financial consultants and HDR, Inc. as technical (transportation/engineering) consultants. In order to fulfill the requirements of their scope of work, HDR Inc. has subcontracted the technical monitoring of the Concession Agreement to LS Gallegos who will perform all technical monitoring activities. Although formally contracted by HDR, Inc., LSG will coordinate and report its activities with and to McGladrey, and McGladrey will provide monitoring of LSG's technical monitoring activities.

In order to fulfill our obligations under our scope of work to oversee and monitor the Concessionaire's compliance and performance, McGladrey will both consolidate the efforts and results of LSG's technical monitoring and will also provide monitoring, verification and reporting of LSG's technical monitoring activities to HPTE. Through this team structure, HPTE receives both centralized reporting of all Concessionaire Monitoring activities, as well as independent monitoring and oversight of LSG's technical monitoring activities.

METHODOLOGY USED TO DEVELOP COMPLIANCE MONITORING APPROACH

The methodology used to develop the US 36 / I 25 Compliance Monitoring approach included the following key activities. First, the Team reviewed and abstracted all significant requirements of the US 36 / I 25 Concession Agreement. The review included a review of the terms and conditions of the general requirements of the Concession Agreement as well as a review of the requirements and performance measures of the various agreement schedules and attachments. As part of the review, the Team identified and listed both the significant requirements and the significant performance measures of the Concession Agreement. After listing all of the significant requirements and performance measures of the Concession Agreement, the Team then assessed the degree of risk presented by each requirement or performance measure into two categories. The risk categories assigned to each requirement or performance measure included “Low” and “Moderate” and “Above”.

For the Low risk items, the Team assessed HTPE’s ongoing monitoring activities and concluded that the ongoing day to day monitoring activities performed by HPTE were sufficient to effectively monitor Concessionaire adherence and that no additional or supplemental monitoring activities were required. For the items deemed Moderate or Above, the Team concluded that additional monitoring activities would be prudent based upon the level of risk considering the requirement, performance measure and anticipated ongoing day to day monitoring activities anticipated to be performed by HPTE on the Concessionaire.

For the items where additional monitoring activities were deemed appropriate, the Team assigned a “General Monitoring Category” and a “Requirement Type” to each requirement or performance measure. General Monitoring Categories included Financial, Compliance and Technical. In instances where requirements were a hybrid, a hybrid category was assigned. Requirement types were assigned based upon the nature of the requirement of performance measure. The General Monitoring Categories and Requirement Types were then used to determine and assign oversight responsibility for each requirement or performance measure to Team members based upon required expertise to best monitor the requirement or performance measure. The Team then assigned a minimum of two levels of oversight responsibility to each Moderate or Above risk level item.

After identifying the requirements and performance measures for additional monitoring, categorizing them and assigning the appropriate Team member for monitoring the various levels of oversight, the Team then developed a High Level Monitoring Approach for each requirement or performance measure for use in developing a detailed Compliance Monitoring Plan.

ROLES AND RESPONSIBILITIES OF COMPLIANCE MONITORING TEAM

The primary roles and responsibilities of the Compliance Monitoring Team included the following:

COLLECTIVE ROLES AND RESPONSIBILITIES OF TEAM

Collectively, the Compliance Monitoring Team’s role is to monitor the Concessionaire’s performance and financial results to ensure the Concessionaire operates and maintains the Concession Agreement in an appropriate manner and complies with the terms and conditions set by HPTE as well as the Project’s debt holders for the existing Concessionaire and Project. As part of this, the Team will develop a framework/regime and provide ongoing compliance monitoring services relative to the Plenary Roads

Denver LLC Amended and Restated Concession Agreement for US 36 and the I-25 Managed Lanes. Significant deliverables include:

1) a high level outline of Concession Agreement monitoring and compliance approach,

2) a detailed itemization of key monitoring and compliance issues for incorporation into the Project Plan,

3) the identification of performance metrics for key monitoring and compliance issues,

4) a Project Plan for ongoing contract monitoring and compliance review,

5) a timeline for performing ongoing compliance monitoring activities,

6) ongoing compliance and performance monitoring,

7) periodic reporting of compliance monitoring activities,

8) ongoing project management activities, and

9) additional compliance monitoring services as required or requested.

The financial and compliance aspects of the above will be performed by McGladrey, while the technical aspects will be performed by LSG. Reporting will be consolidated and reported to HPTE in an integrated and consolidated manner.

MCGLADREY'S ROLE AND RESPONSIBILITIES

McGladrey is primarily responsible for monitoring and verifying the Concessionaire's adherence to the financial and compliance requirements, as well as monitoring Concessionaire performance in comparison to performance measures outlined in the Concession Agreement. McGladrey's role and responsibilities for monitoring the Concession Agreement include 1) developing contract compliance monitoring activities, 2) performing ongoing compliance monitoring services, and 3) performing project management and reporting services related to contract monitoring activities.

McGladrey's role in developing contract compliance monitoring activities includes identifying the Concession Agreement requirements, assessing the levels of significance and risk presented by each requirement, determining those requirements that require additional ongoing monitoring activities, establishing a framework and regime for monitoring the Concessionaire's compliance and performance, and developing a Contract Compliance Monitoring Project Plan.

On an ongoing basis, McGladrey's role includes the performance compliance monitoring services in accordance with the developed Contract Compliance Monitoring Project Plan. In addition, McGladrey's role also includes monitoring of the completion of operational (technical) oversight activities performed by HDR / LS Gallegos and the integration of HDR/LS Gallegos' operational (technical) monitoring reporting into McGladrey's compliance monitoring reporting, and to provide HPTE with a central source of consolidated oversight reporting. Finally, McGladrey's role also includes various project management and other ad hoc compliance monitoring services as required to effectively monitor the Concessionaire's compliance to Concession Agreement requirements.

More specifically, McGladrey's key responsibilities include the following:

- Developing a high level approach for monitoring Concessionaire's compliance to the Concession Agreement,
- Preparing a detailed itemization of key monitoring and compliance performance measures,
- Developing a detailed itemization of key monitoring and compliance issues for incorporation into project plan,
- Identifying key performance measures under the Concession Agreement for monitoring,
- Developing a contract monitoring and compliance review project plan for the ongoing monitoring of Concessionaire compliance,
- Preparing a detailed timeline for ongoing monitoring activities,
- Preparing detailed review procedures for the ongoing monitoring of Concessionaire's compliance,
- Delivering a formalized framework/regime for compliance monitoring and review,
- Providing ongoing monitoring of the Concessionaire in accordance with the developed project plan,
- Provide ongoing compliance monitoring reporting of financial, compliance and operational oversight activities,
- Provide issue resolution support as needed,
- Provide ongoing project management activities relative to compliance monitoring activities.

HDR/LS GALLEGOS ROLE AND RESPONSIBILITIES

LS Gallegos' role in monitoring the Concession Agreement includes identifying the performance requirements and the frequency of performance monitoring activities related to the operational (technical) requirements and performance measures detailed in the Concession Agreement (particularly Schedules 6, 8, 25, and 26 of the Concession Agreement) as well as those related to the Concessionaire's various required plans (Operational Plan, Maintenance Plan, Safety Plan, Quality Plan, etc.). LSG's role also includes oversight and quality assurance of the Concessionaire's execution of the service performance requirements for roadway, toll, operations, and snow and ice control.

LSG will also monitor the Concessionaire's reporting and response to noncompliance occurrences and associated cure periods and track non-compliance points assessed as detailed in the Concession Agreement (specifically Schedule 10 of the Concession Agreement). As applicable, LSG will also review remedial plans to verify that the non-compliance events have been addressed as required in Schedule 10.

More specifically, LSG's role in overseeing and monitoring Concessionaire's compliance and performance under the Concession Agreement includes the following activities:

- Conduct a kickoff meeting with OMPD, HPTE, CDOT, McGladrey and the Concessionaire to initiate a basis for HPTE's goal of transparency and accountability related to the maintenance and operation of the US 36 / I25 corridors.
- Conduct a workshop(s) with OMPD, HPTE, CDOT, McGladrey and the Concessionaire to provide a summary of HDR's approach to developing and implementing the Quality Assurance Oversight Plan and expectations regarding the Concessionaire's maintenance and operations activities.

- Review Concessionaire's Quality Assurance Oversight Plan, Concessionaire's Maintenance Management Plan, Operations Management Plan, Safety Plan, and Environmental Compliance Plan in accordance with CDOT, HPTE, other subject matter experts and the requirements of the Concession Agreement.

- The draft plan will include a list of service requirement tasks that will be monitored by HDR, as well as a risk-based matrix for the roadway, toll, operations, and snow and ice control service requirements.

- Monitor, review and assess Concessionaire's compliance with and performance of Concessionaire's maintenance activities under the Maintenance Plan and the requirements of the Concession Agreement.

- Monitor, review, and assess Concessionaire's compliance with and performance of Concessionaire's operating activities under the Operating Plan and the requirements of the Concession Agreement.

- Monitor, review and assess Concessionaire's compliance with and performance of quality assurance activities under the Concessionaire's Quality Plan and the requirements of the Concession Agreement.

- Monitor, review and assess Concessionaire's compliance with and performance of safety activities under the Concessionaire's Safety Plan and the requirements of the Concession Agreement.

- Review and assess the adequacy of Concessionaire's application of resources needed to operate and maintain the US 36 /I 25 asset in accordance with the requirements and performance standards established by the Concession Agreement.

- Perform project management activities necessary to execute and complete the services required to facilitate and execute the services contracted for.

- Design, establish and generate monthly quality assurance oversight reporting related to the oversight of the operational (technical) activities of the Concessionaire.

- Report, facilitate and coordinate operational (technical) oversight activities with the financial and compliance oversight provider (McGladrey).

- Other technical monitoring activities required from time to time to effectively monitor Concessionaire's compliance and performance under the Concession Agreement.

Throughout the project, McGladrey and HDR will coordinate oversight activities to verify that all key performance requirements and measures identified in the Concession Agreement are being monitored. Additionally, McGladrey and HDR will develop detailed requirement oversight plans and coordinate monitoring activities to ensure consistency and efficiency in the monitoring of Concessionaire's compliance with the Concession Agreement.

DETAILED REQUIREMENTS OF THE AGREEMENT

Based upon the review and assessment of the terms and conditions of the US 36 / I25 Concession Agreement, the Team has identified and listed the significant requirements of the Concession Agreement. The process of doing so included McGladrey abstracting the general requirements of the Concession Agreement, performing an initial risk assessment of each requirement (as being "Low" or "Moderate" or

“Above”), presenting, discussing and adjusting the requirements and risk levels with LSG, and presenting, discussing and adjusting the requirements and risk assessments to/with HPTE to obtain validation and concurrence. McGladrey also understands that HPTE consulted with various CDOT personnel as part of HPTE’s process of validating McGladrey’s assessment of Concession Agreement requirements.

Through this process, McGladrey has drafted a listing of detailed requirements of the US 36 / I 25 Concession Agreement that will be used as a basis for ongoing compliance monitoring of the Concession Agreement. While the Team has prepared a detailed listing of Concession Agreement requirements, the Team also understands that the risk levels assigned to the various requirements, or the requirements themselves, may change over time based upon project and program events or changes to the Concession Agreement. Additionally, refinement of various operational and technical requirements and performance measures remains in progress. Accordingly, ongoing refinement to the detailed requirements will take place in the near future, as well as over the term of the Concession Agreement. The detailed listing of Concession Agreement requirements as of the date of this letter are contained in Exhibit A following this letter. It is expected that the list will be modified over the duration of the monitoring activity performance period based upon any changes to the Concession Agreement and based upon program events.

HIGH LEVEL COMPLIANCE MONITORING APPROACH

In order to monitor the US 36 / I 25 Concession Agreement Concessionaire’s adherence to Agreement requirements and performance measures, McGladrey HDR and LS Gallegos have identified key Agreement requirements and key performance measures identified in the agreement that will be used to monitor the concessionaire’s compliance and performance with the Agreement. In addition, McGladrey, HDR and LS Gallegos have also formulated a high level approach we anticipate will be used as a basis for the developing a detailed compliance monitoring project plan for monitoring the concessionaire’s compliance and performance under the Agreement. The requirements, performance measures and anticipated high level approach to monitoring is detailed in Exhibits B and C following this Report. While the approach for each item is current as of the date of this letter, it is anticipated that the high level approach for monitoring each item will be may also be modified or amended over the duration of the compliance monitoring performance period.

If you have questions or comments related to this high level compliance monitoring approach, please advise.

Sincerely,

McGladrey LLP

Larry W. Schaedel, CPA
Partner
National Contract Compliance Lead

Attachments: Exhibit A
Exhibit B

Detailed Listing of Concession Agreement Requirements and Performance Measures **EXHIBIT A**

Prepared by McGladrey, LLP – As of July 15, 2015

Revsion date 7/15/2015

Agreement Section			Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
PART 1: GENERAL PROVISIONS					2		
1.	**INTERPRETATION OF THE CONTRACT**				2		
	1.1	Definitions			2	Low	Ongoing is Sufficient
	1.2	Interpretation			2	Low	Ongoing is Sufficient
	1.3	Obligations to be Performed and exercise of rights at Each Party's Sole			3	Low	Ongoing is Sufficient
	1.4	Conflicts			3	Low	Ongoing is Sufficient
	1.5	Reference Documents			3	Low	Ongoing is Sufficient
	1.6	Acceptance			3	Low	Ongoing is Sufficient
	1.7	Indexation	Financial Model is required to be indexed each year to reflect changes in the Consumer Price Index.	Requirement	4	Moderate or Above	Provide Addt'l Monitoring
	1.8	Related Parties			4	Low	Ongoing is Sufficient
	1.9	Unreasonable withholding of Consent etc.			5	Low	Ongoing is Sufficient
	1.10	Status of Amendment No.1 to the Concession Agreement			5	Low	Ongoing is Sufficient
2.	**CONTRACT PERIOD, CONDITIONS PRECEDENT AND FINANCIAL CLOSE**				6		
	2.1	Contract Date			6	Low	Ongoing is Sufficient
	2.2	Contract Period			6	Low	Ongoing is Sufficient
	2.3	Concessionaire Responsibility for Project Financing			6	Low	Ongoing is Sufficient
	2.4	Financial Close Procedures			7	Low	Ongoing is Sufficient
	2.5	Project Financing Contracts; HPTE's Rights, Protections and Obligations			9	Low	Ongoing is Sufficient
	2.6	Financial Close Deadline Date and Outside Date			11	Low	Ongoing is Sufficient
	2.7	Financial Close Adjustment			13	Low	Ongoing is Sufficient
	2.8	The Direct Agreement			14	Low	Ongoing is Sufficient
	2.9	Conditions Precedent to the Commencement Date			15	Low	Ongoing is Sufficient
	2.10	Commencement of Phase 2 Work and I-25 Services			15	Low	Ongoing is Sufficient
	2.11	Conditions Precedent to the Phase 1 Services Commencement Date			15	Low	Ongoing is Sufficient
	2.12	Commencement of Phase 1 Services	Upon completion of Phase 1, Concessionaire will commence snow and ice removal services	Requirement	15	Moderate or Above	Provide Addt'l Monitoring
	2.13	Conditions Precedent to the Full Services Commencement Date	HPTE will deliver notice of Conditions Precedent before concessionaire will commence Snow and Ice removal services.	Requirement	15	Moderate or Above	Provide Addt'l Monitoring
	2.14	Commencement of the Services in Full			15		Ongoing is Sufficient
	2.15	Waiver Rights			16	Low	Ongoing is Sufficient
PART 2: INFORMATION AND ADMINISTRATION					17		
3.	**UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES**				17		
	3.1	The Concessionaire's Undertakings	Concessionaire undertakes to HPTE that it will a) carry out business activities related to the Project, b) inform HPTE of pending litigation, c) provide all Necessary Consents, d) provide personnel who are duly authorized to execute documents, e) provide project documentation that is complete, f) not commit Prohibited Acts	Requirement	17	Moderate or Above	Provide Addt'l Monitoring
	3.2	The Concessionaire's Warranties			17	Low	Ongoing is Sufficient
	3.3	HPTE's Warranties			19	Low	Ongoing is Sufficient
	3.4	False or Fraudulent Statements and Claims			20	Low	Ongoing is Sufficient
4.	**INFORMATION PROVIDED BY HPTE**				20	Low	Ongoing is Sufficient
	4.1	Disclosed Data			20	Low	Ongoing is Sufficient
	4.2	The Concessionaire's Investigation			20	Low	Ongoing is Sufficient
5.	**ESCROWED BASE CASE FINANCIAL MODEL AND SOURCE CODE**				21		
	5.1	Submittal of Base Case Financial Model	Concessionaire will submit base case Financial Model in accordance with part 2, Schedule 11.		21	Low	Ongoing is Sufficient
	5.2	Source Code Escrow	Concessionaire will escrow software source codes with Escrow Agent.	Requirement	21	Moderate or Above	Provide Addt'l Monitoring
	5.3	Confidentiality			22	Low	Ongoing is Sufficient
6.	**AMENDMENT OF DOCUMENTS**				22		
	6.1	Delivery of Documents			22	Low	Ongoing is Sufficient

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	6.2 New Funding Agreements and Changes to Funding Agreements	Concessionaire will not enter into new, or amend existing funding agreements without HPTE approval.	Requirement	23	Moderate or Above	Provide Addt'l Monitoring
	6.3 Changes to Project Documents or Funding Agreement Not to Affect HPTE Liability			24	Low	Ongoing is Sufficient
	6.4 Copies of New or Amended Project Documents or Funding Agreements to be Provided	In the event of a new or changed funding agreement, concessionaire will deliver executed copy to HPTE within 10 days.	Requirement	24	Moderate or Above	Provide Addt'l Monitoring
7.	**REPRESENTATIVES OF THE PARTIES AND THE CONCESSIONAIRE'S PERSONNEL**			24		
	7.1 HPTE's Representative			24	Low	Ongoing is Sufficient
	7.2 The Concessionaire's Representative			25	Low	Ongoing is Sufficient
	7.3 Delegation of Representatives' Authority			25	Low	Ongoing is Sufficient
	7.4 Key Personnel			25	Low	Ongoing is Sufficient
	7.5 The Concessionaire's Design Staff			26	Low	Ongoing is Sufficient
	7.6 Refusal of Access (list of approved access)	Concessionaire will maintain a list of parties with approved access to facilities and will refuse entry to parties refused access by HPTE.	Requirement	26	Moderate or Above	Provide Addt'l Monitoring
PART 3:	**PROPERTY**			27		
8.	**OWNERSHIP AND USE OF PROPERTY**					
				27	Low	Ongoing is Sufficient
	8.1 Concessionaire's License to Enter Land			27	Low	Ongoing is Sufficient
	8.2 The Site			27	Low	Ongoing is Sufficient
	8.3 The Site and the Managed Lanes			28	Low	Ongoing is Sufficient
	8.4 The Node 1 Building			28	Low	Ongoing is Sufficient
	8.5 70th Avenue Maintenance Facility			29	Low	Ongoing is Sufficient
	8.6 Additional Property			29	Low	Ongoing is Sufficient
	8.7 Protests and Trespassers			29	Low	Ongoing is Sufficient
9.	**ENVIRONMENTAL REQUIREMENTS**			29		
	9.1 Environmental Requirements	TBD by LSG	Requirement	29	Moderate or Above	Provide Addt'l Monitoring
	9.2 Environmental Manager	Concessionaire will provide a qualified environmental manage over the duration of the contract period.	Requirement	29	Moderate or Above	Provide Addt'l Monitoring
	9.3 Prevention			29	Low	Ongoing is Sufficient
	9.4 Responsibility for Certain Hazardous Substances			30	Low	Ongoing is Sufficient
	9.5 Comprehensive Environmental Response, Compensation, and Liability Act Agreement			31	Low	Ongoing is Sufficient
PART 4:	**CONSTRUCTION**			32		
10.	**PROVISIONS APPLICABLE TO THE PERFORMANCE OF THE PHASE 2 WORK**			32	Low	Ongoing is Sufficient
11.	**CONSTRUCTION**			32		
	11.1 Obligation to Complete			32	Low	Ongoing is Sufficient
	11.2 Overall Responsibility			33	Low	Ongoing is Sufficient
	11.3 Phase 2 Work Stipulations			33	Low	Ongoing is Sufficient
12.	**SITE AND SITE CONDITIONS**			34		
	12.1 Site Investigation			34	Low	Ongoing is Sufficient
	12.2 Site Condition Claims			34	Low	Ongoing is Sufficient
	12.3 Cost Associated with Maintaining Compliance of the Site			34	Low	Ongoing is Sufficient
	12.4 Governing and Adjoining Dimensions and Conditions			35	Low	Ongoing is Sufficient
	12.5 Process to be Followed for Discovery of Certain Site Conditions			35	Low	Ongoing is Sufficient
	12.6 Differing Site Conditions			36	Low	Ongoing is Sufficient
13.	**REINSTATEMENT AND NECESSARY CONSENTS**			36		
	13.1 Reinstatement			36	Low	Ongoing is Sufficient

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	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
13.2	Necessary Consents	Concessionaire is responsible to 1) provide a list of necessary consents, 2) facilitate obtaining necessary consents from HPTE and 3) obtaining all necessary consents form HPTE.	Requirement	37	Moderate or Above	Provide Addt'l Monitoring
14.	**PROJECT DOCUMENTATION**			37		
14.1	Existing Design and Design Responsibility			37	Low	Ongoing is Sufficient
14.2	Design Documents			38	Low	Ongoing is Sufficient
14.3	Rectification of Construction Proposals			38	Low	Ongoing is Sufficient
14.4	Obligations Unaffected by Review, Acceptance etc.			39	Low	Ongoing is Sufficient
14.5	Previous Design and Phase 2 Construction Work			39	Low	Ongoing is Sufficient
14.6	No Change to the Concessionaire's Proposals			39	Low	Ongoing is Sufficient
14.7	Utilities			39	Low	Ongoing is Sufficient
14.8	Federal Requirements			39	Low	Ongoing is Sufficient
14.9	Disadvantaged Business Enterprises and Emerging Small Businesses			39	Low	Ongoing is Sufficient
15.	**MANAGEMENT OF THE SITE**			39		
15.1	Cooperation with CDOT employees and Utilities			39	Low	Ongoing is Sufficient
15.2	Permitting processes			40	Low	Ongoing is Sufficient
15.3	Facilities and Equipment			40	Low	Ongoing is Sufficient
15.4	Coordination with the Phase 1 Construction Work			40	Low	Ongoing is Sufficient
16.	**SUPERVISION AND REPORTING**			41		
16.1	Technical Representative			41	Low	Ongoing is Sufficient
16.2	Phase 2 DB Schedule			41	Low	Ongoing is Sufficient
16.3	Notification of Delays in Progress of the Phase 2 Work			41	Low	Ongoing is Sufficient
16.4	Monthly Progress Reports			42	Low	Ongoing is Sufficient
16.5	Construction Period			42	Low	Ongoing is Sufficient
17.	**MONITORING AND INSPECTION**			42		
17.1	Right of Inspection			42	Low	Ongoing is Sufficient
17.2	Right to Open Up			43	Low	Ongoing is Sufficient
17.3	Health and Safety Requirements			44	Low	Ongoing is Sufficient
17.4	Supply of Information			44	Low	Ongoing is Sufficient
17.5	Increased Monitoring			44	Low	Ongoing is Sufficient
17.6	Inspection of the Facilities			44	Low	Ongoing is Sufficient
17.7	The Concessionaire's Reasonable Assistance			44	Low	Ongoing is Sufficient
18.	**DELAYS**			44		
18.1	Notice			44	Low	Ongoing is Sufficient
18.2	Supply of Information concerning Delays			45	Low	Ongoing is Sufficient
18.3	Duty to Mitigate			45	Low	Ongoing is Sufficient
18.4	Time for Completion of the Phase 2 Work			45	Low	Ongoing is Sufficient
PART 5:	**COMMISSIONING AND COMPLETION**			46		
19.	**COMPLETION OF THE PHASE 2 CONSTRUCTION WORK**			46		
19.1	Notice by The Concessionaire	The concessionaire will provide advance notice of Phase 2 Completion to HPTE at least 20 business days prior to its expected completion date of Phase 2 requirements.	Requirement	46	Moderate or Above	Provide Addt'l Monitoring
19.2	Correction of Non-Conformance	Concessionaire will correct non-conforming Phase 2 work and provide written notice to HPTE of correction until all preliminary requirements have been met.	Requirement	46	Moderate or Above	Provide Addt'l Monitoring
19.3	Conditions to Issuance of Notice of Phase 2 Work Completion	Concessionaire will provide HPTE with a sworn affidavit of completion for Phase 2 work in accordance with the requirements of 19.3.	Requirement	47	Moderate or Above	Provide Addt'l Monitoring
19.4	Requirements of Affidavit of Phase 2 Work Completion	Concessionaire's sworn affidavit of completion of Phase 2 work shall contain the specific verbiage contained in Part 5, section 19.4.	Requirement	47	Moderate or Above	Provide Addt'l Monitoring

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
19.5	Inspection and Issuance of Notice of Phase 2 Work Completion	Upon receipt of Concessionaire's sworn affidavit of completion of Phase 2 work, HPTE will perform a final inspection and issue a Notice of Phase 2 Work Completion once all requirements have been satisfied.	Requirement	48	Moderate or Above	Provide Addt'l Monitoring
19.6	Overpayments; No relief from continuing obligations			48	Low	Ongoing is Sufficient
19.7	Effect of issue of Notice of Phase 2 Work Completion			49	Low	Ongoing is Sufficient
19.8	Punch List Items			49	Low	Ongoing is Sufficient
20.	**LIQUIDATED DAMAGES AND FIRST SHARE OF I-25 AND PHASE 1 REVENUES**			50		
20.1	Delay in Achieving Phase 2 Work Completion	Concessionaire must obtain completion of Phase 2 work by the Full services commencement date (or liquidated damages will be due to HPTE).	Requirement	50	Moderate or Above	Provide Addt'l Monitoring
20.2	Obligation to pay Liquidated Damages and first share of Toll Revenues	In the event that concessionaire fails to achieve Phase 2 Completion by the Planned Full services commencement date, Concessionaire shall pay HPTE liquidated damages as prescribed in 20.2 of the Agreement.	Requirement	50	Moderate or Above	Provide Addt'l Monitoring
20.3	Capped Amounts	In the event that Concessionaire does not achieve completion of Phase 2 Work by the full services commencement date and liquidated damages are due to HPTE, such liquidated damages shall not exceed $1,095,000 in relation to Section 20.2a or $5,475,000 in relation to Section 20.2b.	Requirement	51	Moderate or Above	Provide Addt'l Monitoring
20.4	Reasonableness of Liquidated Damage Amounts			51	Low	Ongoing is Sufficient
20.5	No Waiver			51	Low	Ongoing is Sufficient
20.6	Sums recoverable by deduction or by invoice	In the event that liquidated damages are due to HPTE for failure to complete phase 2 Work by the full services commencement date, amounts due shall be deducted from amount due from HPTE, or paid within 10 business days of receipt of invoice from HPTE.	Requirement	51	Moderate or Above	Provide Addt'l Monitoring
21.	**WARRANTIES IN RELATION TO PHASE 2 GP LANES**			52		
21.1	Phase 2 GP Lane Warranties			52	Low	Ongoing is Sufficient
21.2	Phase 2 GP Lane Warranty Term			52	Low	Ongoing is Sufficient
21.3	Corrective Work	Concessionaire has 7 Business Days to agree with HPTE when and how corrective work will be accomplished; if not performed according, HPTE can hire a third party.	Requirement	52	Moderate or Above	Provide Addt'l Monitoring
21.4	List of Warranty Work Items			53	Low	Ongoing is Sufficient
21.5	Costs of Correction of Work			53	Low	Ongoing is Sufficient
21.6	Warranty of Corrected Work			53	Low	Ongoing is Sufficient
21.7	Sub-Contractor Warranties for Phase 2 GP Lanes			53	Low	Ongoing is Sufficient
21.8	Bikeways			54	Low	Ongoing is Sufficient
21.9	Intelligent Transportation Systems Maintenance	Intelligent Transportation Systems Maintenance must be performed as specified in Section 19 of Schedule 5.	Requirement	54	Moderate or Above	Provide Addt'l Monitoring
21.10	No Limitation of Liability			54	Low	Ongoing is Sufficient
21.11	Warranty Beneficiaries			54	Low	Ongoing is Sufficient
21.12	Disputes			55	Low	Ongoing is Sufficient
PART 6:	**PROVISION OF SERVICES**			56		
22.	**OPERATION AND MAINTENANCE**			56		

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	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	22.1 Services	Concessionaire shall make the managed lanes available for use by vehicles and provide services and snow and ice removal in accordance with Agreement terms: A) From commencement date forward for the I-25 managed lanes and I-25 Shared Bridge decks, B) from Phase 1 services commencement date forward for the Phase 1 managed lanes and Phase 1 GP Lanes, and C) from the full services commencement date forward for the managed lanes and US 36 General purpose lanes.	Requirement	56	TBD by LSG	Provide Addt'l Monitoring
	22.2 Requirements for Maintenance and Operating Procedures	Concessionaire at all times shall remain compliant with all Schedule 6 operational and maintenance requirements.	Requirement	57	TBD by LSG	Provide Addt'l Monitoring
	22.3 Independent Obligations	Concessionaire shall meet each and every obligation, independent of each other. (Failure to meet one obligation shall not be an excuse for not meeting another obligation).	Requirement	57	TBD by LSG	Provide Addt'l Monitoring
	22.4 The Maintenance Management Plan, Transition Management Plan, the Operations Management Plan, the Safety Plan and the Communications and Marketing Plan	Concessionaire must submit project Plans at the specified intervals for review and comment by HPTE. HPTE may decline the plan for the specified reasons.	N/A	58	Moderate or Above	Provide Addt'l Monitoring
	22.5 Compliance with Plans	Concessionaire will perform Services in accordance with the Maintenance Management Plan, Operations Management Plan, and the Safety Plan accepted by HPTE.	Requirement	59	TBD by LSG	Provide Addt'l Monitoring
	22.6 Survey/Audit Right			59	Low	Ongoing is Sufficient
	22.7 Stipulations Applicable to the Performance of the Services	Concessionaire will performance Services using materials and equipment in accordance with the HPTE Service Requirements and Good Industry Practice. Concessionaire will ensure that Services are provided by appropriately skilled and experienced personnel, and personnel are paid at least equivalent to the CDOT Employee Rates and benefits. Concessionaire will ensure all subcontractors perform Services in accordance with the Agreement. Concessionaire shall provide access to the sites to the appropriate HPTE and outside (i.e., utility) personnel. Concessionaire shall ensure land is used only for Services.	Requirement	60	Moderate or Above	Provide Addt'l Monitoring
	22.8 Failure to make Managed Lanes available	If Concessionaire fails to make Managed Lanes available for a period of 5 days following notice, HPTE is entitled to take steps to make Managed Lanes available for use at the Concessionaire's cost.	Requirement	63	TBD by LSG	Provide Addt'l Monitoring
	22.9 Performance of the Services through the Concessionaire's own work force or through sub-contractors			63	Low	Ongoing is Sufficient
	22.10 Transitional arrangements in respect of I-25 Managed Lanes	If Defects in I-25 Managed Lanes are noted and remain after the Commencement Date, Concessionaire will correct defects as required by Schedule 6. If damage occurs prior to Commencement Date and are not repaired prior to CD and would cause a failure to comply with Service Requirements, damage shall be treated as if it were caused by Compensation Event.	Requirement	63	TBD by LSG	Provide Addt'l Monitoring
23.	**THE PHASE 1 SERVICES COMMENCEMENT DATE AND INTERFACE WITH THE PHASE 1 DB CONTRAC**			64		

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	23.1 The Concessionaire's knowledge of the Phase 1 DB Contract and of the Phase 1 ETCS Installation Contract			64	Low	Ongoing is Sufficient
	23.2 Consultation in relation to Phase 1 Change Orders and amendments to the Phase 1 ETCS Installation Contract			64	Low	Ongoing is Sufficient
	23.3 Process in relation to the Phase 1 DB Contract and the Phase 1 ETCS Installation Contract leading to the Phase 1 Services Commencement Date			64	Low	Ongoing is Sufficient
	23.4 Collaboration in Operation of Phase 1 Acceptance Procedures			67	Low	Ongoing is Sufficient
	23.5 Delay in acceptance of Phase 1 DB Contract and Phase 1 ETCS			70	Low	Ongoing is Sufficient
	23.6 Phase 1 Latent Defects			70	Low	Ongoing is Sufficient
24.	**PROCEDURES RELATING TO LIFE CYCLE MAINTENANCE WORK**			70		
	24.1 Rolling Life Cycle Maintenance Plan	Within 90 days before the beginning of each calendar year, Concessionaire will prepare and submit a 5 year Life Cycle Maintenance Plan for review, comment, and approval by HPTE.	Requirement	70	Moderate or Above	Provide Addt'l Monitoring
	24.2 Disputes relating to Life Cycle Maintenance Plan	HPTE and Concessionaire shall resolve disputes around Life Cycle Maintenance Plan within 60 days after it is provided to HPTE, or Dispute Resolution Procedures will be enacted.	Requirement	70	Moderate or Above	Provide Addt'l Monitoring
	24.3 Failure to comply with Life Cycle Maintenance Plan	Concessionaire will complete with Life Cycle Maintenance Plan, or HPTE shall give notice that it will carry out tasks using own equipment and personnel at Concessionaire's cost.	Requirement	71	Moderate or Above	Provide Addt'l Monitoring
	24.4 Performance of Non-Separable Tasks	Concessionaire will perform Non-Separable Tasks per the Life Cycle Maintenance Plan as agreed to by HPTE.	Requirement	71	Moderate or Above	Provide Addt'l Monitoring
	24.5 I-25 Bridges and I-25 Sub-Grade	HPTE / CDOT will maintain and repair I-25 Managed Lanes sub grade and bridge substructures. Concessionaire will close Managed Lanes, if necessary, to facilitate this work. Concessionaire will carry out preventative, routine, and life cycle maintenance on I-25 bridge deck and managed lanes.	Requirement	74	Moderate or Above	Provide Addt'l Monitoring
PART 7: QUALITY, SAFETY AND HPTE INTERVENTION				75		
25.	**QUALITY**			75		
	25.1 Quality Management	Concessionaire will prepare, implement, and continually maintain project quality management documentation.	Requirement	75	Moderate or Above	Provide Addt'l Monitoring
	25.2 Quality Audit			75	Low	Ongoing is Sufficient
26.	**SAFETY**			75		
	26.1 Work Safety and Law			75	Low	Ongoing is Sufficient
	26.2 Regulations regarding co-ordination of design, construction and safety	Concessionaire is responsible for 1) safety of design, operations, construction methods and other Phase 2 work, b) having designated person responsible for safety and maintain an accident book, c) ensuring safety in accordance with industry practices.	Requirement	75	Moderate or Above	Provide Addt'l Monitoring
	26.3 Work Safety Cooperation			76	Low	Ongoing is Sufficient
27.	**HPTE STEP-IN**			76		
	27.1 HPTE Self-Help Rights			76	Low	Ongoing is Sufficient
	27.2 Notice of Election of Self-Help Rights			76	Low	Ongoing is Sufficient
	27.3 HPTE Required Actions			77	Low	Ongoing is Sufficient
	27.4 Other Consequences of Exercise of Self-Help Remedies			77	Low	Ongoing is Sufficient
PART 8: FINANCIAL MATTERS				78		
28.	**HPTE CAPITAL PAYMENTS**			78		
	28.1 Application for an Interim Capital Payment			78	Low	Ongoing is Sufficient

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	28.2 Maximum Interim Capital Payment			78	Low	Ongoing is Sufficient
	28.3 Supporting Documentation Required for Interim Capital Payments			78	Low	Ongoing is Sufficient
	28.4 Timing of Interim Capital Payment	HPTE has 15 business days from receipt to make payment of the Interim Capital Payment, as long as appropriate supporting documentation has been provided and Concessionaire has complied with all Plans.	Requirement	78	Moderate or Above	Provide Addt'l Monitoring
	28.5 Application of Utility Works Payments and Aggregate Value of Interim Capital Payments			78	Low	Ongoing is Sufficient
	28.6 Encumbrance of funds to pay the HPTE Capital Payment Maximum Amount			79	Low	Ongoing is Sufficient
29.	**TOLLING**			79		
	29.1 Tolling of the Managed Lanes	Concessionaire has exclusive right to receive toll revenues from HPTE in accordance with Section 29.1(b) and Toll Services Agreement. Schedule 16 shall have effect.	Requirement	79	Moderate or Above	Provide Addt'l Monitoring
	29.2 Limitations on the Right to Impose Tolls			80	Low	Ongoing is Sufficient
	29.3 Electronic Toll Collection System (ETCS)	Concessionaire will operate the ETCS. If Concessionaire wishes to change the ETCS, it will coordinate with HPTE and CDOT prior to implementation.	Requirement	80	Moderate or Above	Provide Addt'l Monitoring
	29.4 Toll Collection Administration	Concessionaire is responsible for all toll transaction account management services pursuant to the Tolling Services Agreement. Concessionaire must have approval of HPTE to enter into new Tolling Services Agreement.	Requirement	80		Provide Addt'l Monitoring
	29.5 HOV Enforcement Services			81	Low	Ongoing is Sufficient
	29.6 Toll Payment Violations			81	Low	Ongoing is Sufficient
	29.7 Emergency and Other Suspension of Tolls or Closure of the Managed Lanes	If there are emergency or other suspensions of tolls or closures of the managed lanes, HPTE may have certain payment requirements, depending on the length and reason. In cases where payments are due to the Concessionaire, HPTE has three business days from the date the closure or suspension occurred, or 10 days after the actual data necessary to make the calculation is available.	Requirement	82	Moderate or Above	Provide Addt'l Monitoring
	29.7 A I-25 North Managed Lanes Installation Project			84	Low	Ongoing is Sufficient
	29.8 Other Transportation Developments			84	Low	Ongoing is Sufficient
	29.9 Revenue Risk Related to Traffic Volume			85	Low	Ongoing is Sufficient
	29.10 TSP Changes	Changes to the Toll Service Provider and the associated Agreement must be agreed to by both parties.	Requirement	85	Moderate or Above	Provide Addt'l Monitoring
30.	**HPTE PAYMENTS FOR GP ROUTINE MAINTENANCE SERVICES AND FOR SNOW AND ICE CONTROL SERVICES AND THE CONCESSIONAIRE'S PAYMENTS OF S**			86		
	30.1 Payment of the GP Routine Maintenance Fee, Snow and Ice Control Services Fee and reimbursement in relation to the I-25 Shared Bridge Decks	HPTE is responsible for payment of GP Routine Maintenance Fees, Snow and Ice Control Services Fees and reimbursement in relation to the I-25 shared bridge decks.	Requirement	86	Moderate or Above	Provide Addt'l Monitoring
	30.2 Invoices from the Concessionaire to HPTE			87	Low	Ongoing is Sufficient
	30.3 Payment			87	Low	Ongoing is Sufficient
	30.4 The Concessionaire to pay Sub-Contractors			87	Low	Ongoing is Sufficient
	30.5 Set-Off			88	Low	Ongoing is Sufficient
31.	REIMBURSEMENT OF HPTE COSTS	On July 1 of each Year the Concessionaire shall pay the HPTE Cost Reimbursement Amount to HPTE.	Requirement	88	Moderate or Above	Provide Addt'l Monitoring
32.	**HPTE-CDOT AGREEMENT**			88	Low	Ongoing is Sufficient

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33.	CASHFLOW SHARING	Cash flow sharing payments are due from Concessionaire to HPTE in accordance with Schedule 14. Concessionaire shall provide, and HPTE is responsible for reviewing, the Actual Equity IRR.	Requirement	88	Moderate or Above	Provide Addt'l Monitoring
34.	**BASE CASE FINANCIAL MODEL**			89		
	34.1 Provisions Applicable to the Base Case Financial Model, Including Updates and Revisions	Concessionaire will provide revisions and annual updates to the Base Case Financial Model.	Requirement	89	Moderate or Above	Provide Addt'l Monitoring
	34.2 Grant of License to Base Case Financial Model			89	Low	Ongoing is Sufficient
35.	**PERFORMANCE MONITORING**			89		
	35.1 Performance Monitoring Reports	Concessionaire will prepare a Monthly Service Report and Annual Service Report, and provide corrections as necessary.	Requirement	89	Moderate or Above	Provide Addt'l Monitoring
	35.2 Noncompliance Points	HPTE will assess noncompliance points to Concessionaire in accordance with and for the items detailed in Schedule 10.	Requirement	90	t	Provide Addt'l Monitoring
	35.3 Monitoring by HPTE			90	Low	Ongoing is Sufficient
PART 9: INSURANCE				91		
36.	**NUMBER NOT USED**			91		
37.	**REQUIRED INSURANCES**			91		
	37.1 Specific Insurance Requirements for Work			91	Low	Ongoing is Sufficient
	37.2 Specific Insurance Requirements for Services	Concessionaire will cooperate with any checks HPTE may carry out in relation to the performance of its obligations under the Contract. HPTE will information Concessionaire of the results of such monitoring.	Requirement	91	Moderate or Above	Provide Addt'l Monitoring
	37.3 No action to Prevent Payment of Claims			91	Low	Ongoing is Sufficient
	37.4 Insurance Terms	Concessionaire will maintain proper insurance coverage.	Requirement	91	Moderate or Above	Provide Addt'l Monitoring
	37.5 Evidence of Insurance and Payments	Concessionaire will provide HPTE evidence of proper insurance coverage and payments.	Requirement	92	Moderate or Above	Provide Addt'l Monitoring
	37.6 Renewal Certificates	Concessionaire will provide HPTE proper renewal certificates for insurance no later than 10 business day before the renewal date.	Requirement	92	Moderate or Above	Provide Addt'l Monitoring
	37.7 Self-Help Insurance Right			92	Low	Ongoing is Sufficient
	37.8 Claims	Concessionaire will notify HPTE of any insurance claims in excess of $500,000 within 20 business days of the claim.	Requirement	92	Moderate or Above	Provide Addt'l Monitoring
	37.9 Insurance is not a Relief from Underlying Liabilities			92		Ongoing is Sufficient
	37.10 Insurance Responsibility			92	Low	Ongoing is Sufficient
	37.11 Insurance Providers			92	Low	Ongoing is Sufficient
	37.12 Indexing of Indemnity and Deductibles	Insurance policy requirements will be indexed to CPI per Section 1.7 of the Agreement.	Requirement	93	Moderate or Above	Provide Addt'l Monitoring
	37.13 Cross Claims	Concessionaire will make claims against insurances to reduce the amount of any claim Concessionaire may have against HPTE.	Requirement	93	Moderate or Above	Provide Addt'l Monitoring
38.	**REINSTATEMENT**			93		
	38.1 Use of Insurance Proceeds	All insurance proceeds received will be applied to repair, reinstate and replace each part of the assets of which such proceeds were received.	Requirement	93	Moderate or Above	Provide Addt'l Monitoring
	38.2 Threshold Amount for Insurance Proceeds	All insurance proceeds paid in respect of a single event in excess of $500,000 will be paid into the Joint Insurance Account.	Requirement	93	Moderate or Above	Provide Addt'l Monitoring

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	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
38.3	Occurrence of a Relevant Incident	In the case of a Relevant Incident, Concessionaire will promptly complete the work necessary to repair, reinstate or replace assets. Withdrawals may be made from the Joint Insurance Account to fund Reinstatement Work, in accordance with the Agreement. HPTE will assist Concessionaire in the carrying out of Reinstatement Work.	Requirement	93	Moderate or Above	Provide Addt'l Monitoring
38.4	Non-Separable Reinstatement Work			94	Low	Ongoing is Sufficient
38.5	Implementation of Non-Separable Reinstatement Work			96	Low	Ongoing is Sufficient
38.6	CDOT action under Emergency Contracting Procedures			97	Low	Ongoing is Sufficient
38.7	Compliance with HPTE's Requirements	Where insurance proceeds are used to repair, reinstate or replace any asset, Concessionaire will complete work in accordance with HPTE's Service Requirements and the Concessionaire's Proposals.	Requirement	97	Moderate or Above	Provide Addt'l Monitoring
39. UNINSURABILITY				98		
39.1	No Obligation to Insure an Uninsurable Risk			98	Low	Ongoing is Sufficient
39.2	Uninsurable Event			98	Low	Ongoing is Sufficient
39.3	Management of Risk			98	Low	Ongoing is Sufficient
39.4	Relevant Payment			99	Low	Ongoing is Sufficient
40. UNAVAILABLE TERMS AND CONDITIONS				99		
40.1	Applicability of Unavailable Insurance Terms or Payments			99	Low	Ongoing is Sufficient
40.2	Waiver Where Insurance Term Not Available			100	Low	Ongoing is Sufficient
40.3	Alternatives to Any Insurance Term			100	Low	Ongoing is Sufficient
40.4	Compensation to HPTE for Exercising Waiver of Unavailable Insurance Term			100	Low	Ongoing is Sufficient
40.5	Notice of Insurance Term Being Unavailable and Discussion on Risk Management			100		Ongoing is Sufficient
40.6	Maintenance			100	Low	Ongoing is Sufficient
PART 10: EXTERNAL EVENTS				101		
41. COMPENSATION EVENTS				101		
41.1	Compensation Events and their consequences			101	Low	Ongoing is Sufficient
41.2	Compensation Events affecting the Phase 2 Work			101	Low	Ongoing is Sufficient
41.3	Obtaining Relief and Compensation for Compensation Event	To obtain relief and/or claim compensation, the Concessionaire must a) notify HPTE of its claim within 15 business days and b) give full details of the Compensation Event within 10 business days of notifying HPTE	Requirement	101	Moderate or Above	Provide Addt'l Monitoring
41.4	Compensation Events and Their Consequences	If the Compensation Event could not have been avoided by the Concessionaire, and the Concessionaire followed appropriate Compensation Event procedures, HPTE will compensate Concessionaire within 20 business days of receipt of claim, make Revenue Compensation Payments, or provide non-financial remedies, as appropriate.	Requirement	101	Moderate or Above	Provide Addt'l Monitoring
41.5	Failure to Provide Timely Information			102	Low	Ongoing is Sufficient
41.6	Further Information			102	Low	Ongoing is Sufficient
41.7	Applicability of Dispute Resolution Procedure			102		Ongoing is Sufficient
42. RELIEF EVENTS				103		
42.1	Relief Events and their consequences			103	Low	Ongoing is Sufficient
42.2	Relief Events affecting the Phase 2 Work			103	Low	Ongoing is Sufficient
42.3	Obtaining Relief for Relief Event	In the occurrence of a Relief Event, Concessionaire will a) notify HPTE of its claim within 20 business days and b) give full details of the claim within 5 business days.	Requirement	103	Moderate or Above	Provide Addt'l Monitoring

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	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	42.4 Right to Relief			103	Low	Ongoing is Sufficient
	42.5 Failure to Provide Timely Information			104	Low	Ongoing is Sufficient
	42.6 Further Information			104	Low	Ongoing is Sufficient
	42.7 Reduction of Snow and Ice Services Fee and GP Routine Maintenance Fee for Force Majeure	If Relief Event prevents or diminishes Concessionaire's performance of Snow and Ice Services or Maintenance Services, HPTE is entitled to a fair and reasonable reduction in fees, as agreed by Concessionaire.	Requirement	104	Moderate or Above	Provide Addt'l Monitoring
	42.8 Applicability of Dispute Resolution Procedure			104	Low	Ongoing is Sufficient
43.	**FORCE MAJEURE**			104		
	43.1 Occurrence of a Force Majeure Event			104	Low	Ongoing is Sufficient
	43.2 Force Majeure Events affecting the Phase 2 Work			104	Low	Ongoing is Sufficient
	43.3 Notice of Force Majeure Event	On the occurrence of a Force Majeure Event, affected party will notify other part as soon as possible, to include details and evidence and any mitigating actions and effects.	Requirement	105	Moderate or Above	Provide Addt'l Monitoring
	43.4 Right to Relief	Concessionaire has a right to relief if Force Majeure Event was the cause of a breach and property mitigation steps were taken.	Requirement	105	Moderate or Above	Provide Addt'l Monitoring
	43.5 Reduction of Snow and Ice Services Fee and GP Routine Maintenance Fee for Force Majeure	If Force Majeure Event prevents or diminishes Concessionaire's performance of Snow and Ice Services or Maintenance Services, HPTE is entitled to a fair and reasonable reduction in fees, as agreed by Concessionaire.	Requirement	105	Moderate or Above	Provide Addt'l Monitoring
	43.6 Consultation After Force Majeure Event			105	Low	Ongoing is Sufficient
	43.7 Termination Rights			105	Low	Ongoing is Sufficient
	43.8 Termination Effects			106	Low	Ongoing is Sufficient
	43.9 Termination Options			106	Low	Ongoing is Sufficient
	43.10 Mitigation			106	Low	Ongoing is Sufficient
	43.11 End of Force Majeure Event			106	Low	Ongoing is Sufficient
44.	**CHANGE IN LAW**			106		
	44.1 Qualifying Change in Law	Parties will notify each other of any changes in law and its effect on work, services, revenues, costs, or capital.	Requirement	106	Moderate or Above	Provide Addt'l Monitoring
	44.2 Change Procedure	As soon as possible after receipt of notification of change in law, parties shall agree on mitigating actives and provide appropriate evidence of any effects on work, services, revenues, costs or capital.	Requirement	107	Moderate or Above	Provide Addt'l Monitoring
	44.3 Capital Expenditures			107	Low	Ongoing is Sufficient
	44.4 Failure to Obtain Funding			108	Low	Ongoing is Sufficient
	44.5 Loss of Toll Revenues or Additional Recurring Costs			108	Low	Ongoing is Sufficient
45.	CHANGE PROCEDURE	HPTE and Concessionaire will follow designated change procedures as necessary, per Schedule 21.	Requirement	108	Moderate or Above	Provide Addt'l Monitoring
46.	**SUB-CONTRACTS**			108		
	46.1 Restriction on Sub-Contracting	Concessionaire will not subcontract or make changes to existing subcontracts without the written consent of HPTE.	Requirement	108	Moderate or Above	Provide Addt'l Monitoring
	46.2 Sub-Contractors			108	Low	Ongoing is Sufficient
	46.3 Sub-Contract Provisions	Subcontract agreements entered into by Concessionaire will contain the appropriate Flow down Provisions.	Requirement	108	Moderate or Above	Provide Addt'l Monitoring
	46.4 Liability			110	Low	Ongoing is Sufficient

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	46.5 HPTE-Sub-Contractor Agreements	Concessionaire will not engage any new or replacement subcontractors unless Concessionaire provides HPTE subcontractor Agreement (Schedule 19) prior to commencing any activities or obligations.	Requirement	111	Moderate or Above	Provide Addt'l Monitoring
47.	**CHANGE OF CONTROL**			111		
	47.1 Structure of the Concessionaire	Concessionaire will notify HPTE of any sale, transfer or disposal of any legal, beneficial, equitable or other interest in any or all of the shares in the Concessionaire.	Requirement	111	Moderate or Above	Provide Addt'l Monitoring
	47.2 Lock Up Period			111	Low	Ongoing is Sufficient
	47.3 Permitted Transactions During Lock Up Period			112	Low	Ongoing is Sufficient
	47.4 Post Lock Up Period			113	Low	Ongoing is Sufficient
	47.5 Disapproval of Change of Control			113	Low	Ongoing is Sufficient
PART 11: HANDBACK AND TERMINATION OF THE CONTRACT				114		
48.	**HANDBACK**			114		
	48.1 Hand back Requirements			114	Low	Ongoing is Sufficient
	48.2 Hand back Plan			114	Low	Ongoing is Sufficient
	48.3 Residual Life Inspections			114	Low	Ongoing is Sufficient
	48.4 Initial Residual Life Inspection			114	Low	Ongoing is Sufficient
	48.5 Intermediate Residual Life Inspection			115	Low	Ongoing is Sufficient
	48.6 Final Residual Life Inspection			115	Low	Ongoing is Sufficient
	48.7 Incorporating the Renewal Works into the Life Cycle Maintenance Plan and Subsequent Updates			115	Low	Ongoing is Sufficient
	48.8 Hand back Reserve			116	Low	Ongoing is Sufficient
	48.9 Hand back Certificate and Completion of Renewal Works			116	Low	Ongoing is Sufficient
	48.10 Hand back Reserve Fund Use			117	Low	Ongoing is Sufficient
49.	**CONSEQUENCES OF TERMINATION OR EXPIRATION**			117		
	49.1 Transfer of Materials			117	Low	Ongoing is Sufficient
	49.2 Service Requirements			118	Low	Ongoing is Sufficient
	49.3 Assignment of Contracts and Intellectual Property			118	Low	Ongoing is Sufficient
	49.4 Transfer of Assets			118	Low	Ongoing is Sufficient
	49.5 Final Six Months			119	Low	Ongoing is Sufficient
	49.6 Retender Notice			119	Low	Ongoing is Sufficient
	49.7 Retender			119	Low	Ongoing is Sufficient
	49.8 Election to Transfer to HPTE			120	Low	Ongoing is Sufficient
	49.9 Transfer to HPTE or New Concessionaire			120	Low	Ongoing is Sufficient
	49.10 Survival			120	Low	Ongoing is Sufficient
50.	**TERMINATION FOR CONCESSIONAIRE DEFAULT**			120		
	50.1 Termination Notice			120	Low	Ongoing is Sufficient
	50.2 Rectification of Concessionaire Default			121	Low	Ongoing is Sufficient
	50.3 Express Termination Rights			121	Low	Ongoing is Sufficient
	50.4 Failure of Rectification			121	Low	Ongoing is Sufficient
	50.5 Compensation			121	Low	Ongoing is Sufficient
51.	PERSISTENT BREACH	If a particular breach (other than a Schedule 10 noncompliance issue) has continued for more than 14 days or occurred more than 3 times in any 6 month period, HPTE may serve a Warning Notice on the Concessionaire. If, following a warning notice the breach continues beyond 30 days or recurred 2 more times in the 6 month period following the notice, HPTE may service a Final Warning Notice.	Requirement	122	Moderate or Above	Provide Addt'l Monitoring
	51.1 Continuation of Breach			122	Low	Ongoing is Sufficient
	51.2 Final Warning Notice			122	Low	Ongoing is Sufficient
	51.3 Termination Right			122	Low	Ongoing is Sufficient

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	51.4 Compensation			122	Low	Ongoing is Sufficient
52.	**TERMINATION FOR COMMISSION OF PROHIBITED ACT**			122	Low	Ongoing is Sufficient
	52.1 Entering Contract not a Prohibited Act			122	Low	Ongoing is Sufficient
	52.2 Prohibited Act by Sub-Contractor or Similar Party			123	Low	Ongoing is Sufficient
	52.3 Prohibited Act by the Concessionaire or Employee (Not Independently)			123	Low	Ongoing is Sufficient
	52.4 Prohibited Act by the Concessionaire Employee (Independently)			123	Low	Ongoing is Sufficient
	52.5 Prohibited Act by Sub-Contractor (Not Independently)			123	Low	Ongoing is Sufficient
	52.6 Prohibited Act by the Sub-Contractor Employee (Independently)			123	Low	Ongoing is Sufficient
	52.7 Prohibited Act by Non-Specified Party			123	Low	Ongoing is Sufficient
	52.8 Notice of Termination			123	Low	Ongoing is Sufficient
	52.9 Compensation			124	Low	Ongoing is Sufficient
53.	**VOLUNTARY TERMINATION BY HPTE**			124		
	53.1 HPTE's Right to Terminate			124	Low	Ongoing is Sufficient
	53.2 Notice of Termination			124	Low	Ongoing is Sufficient
	53.3 Transfer of Assets			124	Low	Ongoing is Sufficient
	53.4 Timing of Termination			124	Low	Ongoing is Sufficient
54.	**TERMINATION FOR HPTE DEFAULT**			124		
	54.1 Termination Notice			124	Low	Ongoing is Sufficient
	54.2 Specification of HPTE Default			124	Low	Ongoing is Sufficient
	54.3 Timing of Termination			125	Low	Ongoing is Sufficient
	54.4 Compensation			125	Low	Ongoing is Sufficient
55.	CONFIDENTIALITY	HPTE and Concessionaire shall not disclose any confidential information provided by the other party.	Requirement	126	Moderate or Above	Provide Addt'l Monitoring
	55.1 Disclosure			126	Low	Ongoing is Sufficient
	55.2 Receipt of Confidential Materials			126	Low	Ongoing is Sufficient
	55.3 Applicability of Section 55.2			126	Low	Ongoing is Sufficient
	55.4 Information relating to the Public			127		Ongoing is Sufficient
56.0	THE CONCESSIONAIRE'S RECORDS AND PROVISION OF INFORMATION; COLORADO OPEN RECORDS ACT	Concessionaire is required to maintain adequate records related to Work and Services and, upon request, will provide a written summary of any costs related to Work or Services. Concessionaire will allow HPTE to examine those records as needed.	Requirement	127	Moderate or Above	Provide Addt'l Monitoring
	56.1 Maintenance of Records			127	Low	Ongoing is Sufficient
	56.2 Accounting			128	Low	Ongoing is Sufficient
	56.3 Phase 2 Work Records			128	Low	Ongoing is Sufficient
	56.4 Worker Safety and Maintenance			128	Low	Ongoing is Sufficient
	56.5 Examination and Retention			129	Low	Ongoing is Sufficient
	56.6 Requested Records			129	Low	Ongoing is Sufficient
	56.7 Colorado Open Records Act			129	Low	Ongoing is Sufficient
57.	**REMEDIES AND LIABILITY**			130		
	57.1 Sole Remedies in General; the Concessionaire			130	Low	Ongoing is Sufficient
	57.2 Sole Remedy for Compensation Event			130	Low	Ongoing is Sufficient
	57.3 Sole Remedy for Failure to Provide Services			130	Low	Ongoing is Sufficient
	57.4 Remedies			130	Low	Ongoing is Sufficient
	57.5 HPTE Breach			130	Low	Ongoing is Sufficient
	57.6 Loss Payments			131	Low	Ongoing is Sufficient
	57.7 Insurance Applicability			131	Low	Ongoing is Sufficient
	57.8 Termination Only in Accordance with Terms of Contract			131	Low	Ongoing is Sufficient
	57.9 Waiver of Consequential Damages			131	Low	Ongoing is Sufficient
58.0	THE CONCESSIONAIRE NOT AN AGENT OF HPTE	No partnership or similar relationship will be established between Concessionaire and HPTE.	Requirement	131	Moderate or Above	Provide Addt'l Monitoring
	58.1 Concessionaire as an Independent Contractor			131	Low	Ongoing is Sufficient
	58.2 No Partnership or Similar Relationship			131	Low	Ongoing is Sufficient
	58.3 HPTE has no relationship with Concessionaire's Employees			132	Low	Ongoing is Sufficient
59.	**INTELLECTUAL PROPERTY RIGHTS**			132		
	59.1 HPTE Rights			132	Low	Ongoing is Sufficient

	Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
	59.2 Concessionaire Intellectual Property			132	Low	Ongoing is Sufficient
	59.3 Purchase Right			132	Low	Ongoing is Sufficient
	59.4 Third Party Rights			133	Low	Ongoing is Sufficient
	59.5 Hold Harmless			133	Low	Ongoing is Sufficient
60.	ASSIGNMENT	HPTE may transfer and assign its interest to any other public agency or entitle of the State as required by Law upon not less than 60 business days notice to Concessionaire. Concessionaire cannot assign its interests without prior written consent of HPTE.	Requirement	133	Moderate or Above	Provide Addt'l Monitoring
	60.1 Assignment by HPTE			133	Low	Ongoing is Sufficient
	60.2 Assignment by the Concessionaire			134	Low	Ongoing is Sufficient
61.	INDEMNIFICATION	Concessionaire will release, defend, indemnify and hold harmless HPTE and CDOT from and against any and all claims and causes of action.	Requirement	134	Moderate or Above	Provide Addt'l Monitoring
	61.1 General Indemnities			134	Low	Ongoing is Sufficient
	61.2 Design Defects			135	Low	Ongoing is Sufficient
	61.3 Losses Due to Negligence of Indemnified Parties			135	Low	Ongoing is Sufficient
	61.4 Claims by Employees			135	Low	Ongoing is Sufficient
	61.5 Reliance on the Concessionaire's Performance			136	Low	Ongoing is Sufficient
	61.6 Indemnities in Connection with Utilities			136	Low	Ongoing is Sufficient
	61.7 Indemnification Process			136	Low	Ongoing is Sufficient
62.	**ENTIRE AGREEMENT**			137	Low	Ongoing is Sufficient
63.	**WAIVER AND CONSEQUENCES OF REVIEW, ACCEPTANCE, ETC OF DOCUMENTS BY HPTE**			137	Low	
	63.1 Waiver			137	Low	Ongoing is Sufficient
	63.2 Review of Documents by HPTE			138	Low	Ongoing is Sufficient
64.	NOTICES	Parties will notify each other via written notice whenever a notification is necessary.	Requirement	138	Moderate or Above	Provide Addt'l Monitoring
	64.1 Notice Deliveries			138	Low	Ongoing is Sufficient
	64.2 Changes to Notices; Physical Receipt			139	Low	Ongoing is Sufficient
65.	**SEVERABILITY**			139	Low	Ongoing is Sufficient
66.	**LIMITATION ON THIRD-PARTY BENEFICIARIES**			139	Low	Ongoing is Sufficient
67.	**FURTHER ASSURANCES**			139	Low	Ongoing is Sufficient
68.	**GOVERNING LAW**			140	Low	Ongoing is Sufficient
69.	**DISPUTE RESOLUTION AND JURISDICTION**			140		
	69.1 Application of Dispute Resolution			140	Low	Ongoing is Sufficient
	69.2 Venue			140	Low	Ongoing is Sufficient
70.	**AMENDMENTS**			140	Low	Ongoing is Sufficient
71.	**COSTS AND EXPENSES OF THE PARTIES**			140		
	71.1 Contract and Project Document Costs			140	Low	Ongoing is Sufficient
	71.2 Stipend			140	Low	Ongoing is Sufficient
72.	**NO PERSONAL LIABILITY**			140	Low	Ongoing is Sufficient
73.	**COPIES OF CORRESPONDENCE TO HPTE**			141	Low	Ongoing is Sufficient
74.	**DEFAULT INTEREST**			141	Low	Ongoing is Sufficient
75.	**SPECIAL PROVISIONS**			141		
	75.1 Governmental Immunity			141	Low	Ongoing is Sufficient
	75.2 Independent Contractor			141	Low	Ongoing is Sufficient
	75.3 Compliance with Law			141	Low	Ongoing is Sufficient
	75.4 Software Piracy Prohibition			142	Low	Ongoing is Sufficient
	75.5 Employee Financial Interest/Conflict of Interest			142	Low	Ongoing is Sufficient
	75.6 Vendor Offset			142	Low	Ongoing is Sufficient
	75.7 Public Contracts for Services			142	Low	Ongoing is Sufficient
76.	**COUNTERPARTS**			143	Low	Ongoing is Sufficient
Schedule 10/	**Schedule 6**	Issue information to the public through any means that is factually incorrect.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

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Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
Schedule 10/ Schedule 6	Abide by all requirements of the Managed Lanes Communications Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Concession Agreement	Compliance with a requirement with regard to Key Personnel in the Concession Agreement,	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Disclose a policy regarding privacy of Customer Confidential Information to Customers in accordance with Schedule 6 Appendix 6-2.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (7) Managed Lane Communications Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (4) Disaster Recovery Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (6) Incident Response Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (8) Life Cycle Maintenance Plan.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (1) Maintenance Management Plan;	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (3) Operations Management Plan;	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (5) Transition Plan;	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6/25	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (2) Quarterly, One- Year and Five Year Work Plans;	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6,	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited:	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Use, maintain and update the Maintenance Management Information System in accordance with paragraph 5.1 of Schedule 6.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

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Schedule 10/ Concession Agreement	Keep, maintain or make available to HPTE and its designated representative any book, record or document in accordance with Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 26	Establish and fund the Handback Reserve when required and provide appropriate account information in accordance with Section 48.8 of the Concession Agreement	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	All ETCS equipment is fully functional and housing is functioning and free of defects.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	All beacons or other equipment associated with HOV enforcement are functioning as required when a vehicle passes through the lane declared as HOV.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	All antennas and readers are capturing 99.95% of transactions where a transponder is present in the vehicle.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	Lane controllers are up and running 99.99% of the time that the managed lanes are open.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	AVC system is classifying the correct number of axles on vehicles correctly 99.95% of the time a transaction is detected in the lane.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Transmit transactions that are not duplicates with the correct toll amounts to the Customer Service Center (to be determined on a per transmission basis).	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Upon notification of a duplicate transaction or an incorrect toll amount on a per transmissions basis, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other duplicate transactions or incorrect toll charges that may have occurred (to be determined on a per transmission basis). Upon identification, the Concessionaire shall transmit the correct information to the customer service center for rectification including appropriate correspondence and crediting/debiting of accounts within five days.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	The Concessionaire shall only request payment from an account on the list of current active tags transmitted by the customer service center (to be determined on a per transmission basis).	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16	Comply with the toll pricing requirements (including notification requirements) and vehicle usage/access requirements approved by the HPTE Board as well as those required by the IGA with Denver RTD.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Achieve a mean Asset Condition Score of 3.5 but at least 2 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Achieve a mean Asset Condition Score of less than 2 and greater than 1 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

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Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
Schedule 10/ Schedule 6	Achieve a mean Asset Condition Score of 1 or less for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	The Concessionaire takes necessary action with customer service center to validate ,and then if valid, have error corrected and customer informed within seven (7) days of receiving notice that an incorrect toll amount has been charged (provided appropriate customer information available) This shall apply for errors in excess of $0.25 (to be determined on a per transmission basis). Further, as Part of the validation process the Concessionaire must assess and take appropriate action to address any underlying billing problem.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 – A6.2	Respond within seven days to customer inquiries and complaints about the Managed Lanes where contact details of customers have been provided.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 –A6.2	Telephone line manned during business hours and 24 hour availability of messaging system.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Maintain a monthly average of at least 4.0 on a scale of 1.0 to 5.0 on Customer Driven Management (CDM) customer service survey results	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Maintain a monthly average of 2.0 or better on a scale of 1.0 to 5.0 on “after- call” customer service surveys done through the phone system in accordance with Appendix 6-2	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Requirements for answering calls, wait times, quality measurement for phone audits, workforce management software are met in accordance with Appendix 6- 2	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	An monthly average of 98% of all customer and non-customer requests and correspondence, regardless of communication method, responded to within three (3) business days	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Requirements for online customer access (web), email system functionality, phone system and IVR (Interactive Voice Response) system functionality are met	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Following receipt of two or more complaints within 30 days emanating from a single toll point Concessionaire shall investigate claims of tag reads from General Purpose (“GP”) lanes and in the event that a an erroneous toll read occurred, or reasonable doubt exists as to whether such occurred, Concessionaire shall immediately contact HPTE and prepare correspondence that can be sent to all customers who have made such a complaint regarding the erroneous GP reads. This shall occur within fifteen (15) days of receipt of such second complaint within a thirty (30) day period.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

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Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
Schedule 10/ Schedule 6	Upon notification of the display of an incorrect toll amount, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other customer accounts that may have been impacted by the incorrect signage (to be determined on a per transmission basis).	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Comply with standards applicable to the retention of and use of customer records pursuant to applicable Law,	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Achieve an incident response time that complies with Incident Response Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Comply with a requirement in respect of the Incident Management Plan as required by Schedule 6	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Address a Category 1 defect within the time period shown in Appendix 6-1 of Schedule 6.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Address a Category 2 defect within the time period shown in Appendix 6-1 of Schedule 6.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Identify material defects in the inspection reports, life cycle maintenance plan, or work currently undertaken.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Include identified material defects in the next Life Cycle Maintenance Plan and/or the Operations and Maintenance Plan.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6 Section 22.4	Comply with a requirement in respect of the Maintenance Management Plan as required by Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Create the required O&M records.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	Produce, review, and, as necessary, update the Snow Removal and Ice Control Operations Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Project Management	Establish, maintain, update or comply with any requirement of a Quality Management Plan in accordance with Section 25 of the Concession Agreement	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Comply with a requirement in respect of the Operations Management Plan as required by Schedule 6 of the Concession Agreement where the failure impacts or has potential to impact on the level of service provided to users	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	Failure to meet the requirements for completing sweeping within 72 hours after a Precipitation Event per 3.4 of Schedule 25.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	A Service Level Score of 4 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	A Service Level Score of 3 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	A Service Level Score of 2 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 25	A Service Level Score of 1 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

Revsion date 7/15/2015

Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
Schedule 10/ Snow and Ice Control	A Service Level Score of 0 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/IGA with Denver RTD	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n-Ride during Peak Periods, measured over a timeframe of one (1) month where the actual speed is fifty (50) mph or less.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/Denver RTD IGA	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is between 40-50 miles per hour	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/Denver RTD IGA	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is less than forty (40) miles per hour.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/Denver RTD IGA	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month where the average speed is forth-five (45 mph) or less.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/Denver RTD IGA	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is between 35-45 miles per hour.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 16/Denver RTD IGA	Maintain as average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is less than thirty-five (35) miles per hour.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ IGA with Denver RTD	Maintain an average travel time of no more than 8.75 minutes from Pecos Street to Denver Union Station during Peak Periods measured over a rolling period of four (4) weeks.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Report safety related incidents to the HPTE within one day unless they constitute an immediate hazard (Category 1), in which case HPTE shall be notified as soon as practicable but in no case less than 1 hour from occurrence.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Provide Courtesy Patrol in accordance with paragraph 4.4.1 of Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Meet requirements of work zone safety, management, maintenance of traffic and diversion routes for regular maintenance during operations.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

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Agreement Section	Agreement Requirement	Performance Metric(s) (if applicable)	Page #	Risk Level (if applicable)	Additional Monitoring Conclusion
Schedule 10/ Schedule 6	Formally establish and adhere to a policy, procedure, process, or guideline as required by the Safety Plan	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Observe the safety plan or to carry out any operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Schedule 6 of the Concession Agreement.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Achieve a smooth transition of maintenance activities from HPTE in accordance with the Transition Plan.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring
Schedule 10/ Schedule 6	Accurately gather and report on a timely basis the information required for any FHWA reporting requirements as designated by HPTE.	Performance Measure	Sch 10	Moderate or Above	Provide Addt'l Monitoring

High Level Monitoring Approach for the US 36 / I 25 Concession Agreement **EXHIBIT B**

Prepared by McGladrey, LLP – As of May 29, 2015

Revision Date 7/15/2015

General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance	Contractual	Concessionaire will not subcontract or make changes to existing subcontracts without the written consent of HPTE.	Requirement	HDR / LSG	McGladrey	N/A	Monitor listing of Concessionaire subcontractors and HPTE approvals. To the extent that they exist, identiffy instances of use of subcontrators require to be but not approved by HPTE. Verify observed subcontractors, if required, received HPTE approval.
Compliance	Contractual	HPTE and Concessionaire shall not disclose any confidential information provided by the other party.	Requirement	HPTE	McGladrey	N/A	Monitor and verify any Concessionaire breaches of confidentiality identified and noticed by HPTE.
Compliance	Contractual	HPTE and Concessionaire will follow designated change procedures as necessary, per Schedule 21.	Requirement	HPTE	McGladrey	N/A	Monitor and verify compliance with Schedule 21 for HPTE and Concessionaire Changes.
Compliance	Contractual	If a particular breach (other than a Schedule 10 noncompliance issue) has continued for more than 14 days or occurred more than 3 times in any 6 month period, HPTE may serve a Warning Notice on the Concessionaire. If, following a warning notice the breach continues beyond 30 days or recurred 2 more times in the 6 month period following the notice, HPTE may service a Final Warning Notice.	Requirement	HPTE	McGladrey	HPTE	Monitor and verify Concessionaire has not assigned, changed, terminated or entered into subcontract agreements within subcontractors other than proposed subcontractors, or subcontractors consented to by HPTE.
Compliance	Contractual	Subcontract agreements entered into by Concessionaire will contain the appropriate Flow down Provisions.	Requirement	HPTE	McGladrey	N/A	Monitor and verify that subcontract agreements entered into by Concessionaire contain the "Flow down Provisions" of Concessionaire's agreement as required by 46.3.
Compliance	Insurance Claims	Concessionaire will notify HPTE of any insurance claims in excess of $500,000 within 20 business days of the claim.	Requirement	HPTE	McGladrey	N/A	Verify that Concessionaire has notified HPTE of claims any claims in excess of $500,000.
Compliance	Insurance Requirements	Concessionaire will cooperate with any checks HPTE may carry out in relation to the performance of its obligations under the Contract. HPTE will information Concessionaire of the results of such monitoring.	Requirement	CDOT / HPTE	McGladrey	N/A	Verify required insurance coverage related to Services are in accordance with Part 2 of Schedule 17.
Compliance	Insurance Requirements	Concessionaire will provide HPTE evidence of proper insurance coverage and payments.	Requirement	HPTE	McGladrey	N/A	Verify Concessionaire has provided appropriate renewal documentation (certs, policies and evidence of payment) to HPTE to evidence renewal and policies are in force.
Compliance	Insurance Requirements	Concessionaire will provide HPTE proper renewal certificates for insurance no later than 10 business day before the renewal date.	Requirement	HPTE	McGladrey	N/A	Verify that insurance deductibles are appropriately indexed in accordance with Schedule 17.
Compliance	Insurance Requirements	Insurance policy requirements will be indexed to CPI per Section 1.7 of the Agreement.	Requirement	HPTE	McGladrey	N/A	Verify that Concessionaire has provided compliant certificates of insurance, copies of policies (if requested) and evidence of payment and policies being in force to HPTE.
Compliance	Legal	As soon as possible after receipt of notification of change in law, parties shall agree on mitigating actives and provide appropriate evidence of any effects on work, services, revenues, costs or capital.	Requirement	HPTE	McGladrey	N/A	In the event of a change in law, verify compliance with Change Procedures as set forth in 44.2.
Compliance	Legal	Concessionaire undertakes to HPTE that it will a) carry out business activities related to the Project, b) inform HPTE of pending litigation, c) provide all Necessary Consents, d) provide personnel who are duly authorized to execute documents, e) provide project documentation that is complete, f) not commit Prohibited Acts	Requirement	HPTE	McGladrey	McGladrey	Monitor and verify no change in control of Concessionaire has occurred and remains as per Schedule 3.
Compliance	Legal	Concessionaire will notify HPTE of any sale, transfer or disposal of any legal, beneficial, equitable or other interest in any or all of the shares in the Concessionaire.	Requirement	HPTE	McGladrey	N/A	Monitor whether any notices of any changes in law are provided by either party, and whether they contain required information as set forth in 44.1; Change to work, impact to contract terms, whether relief from compliance is required, any loss of revenue, estimated change in costs and capital expenditures.

High Level Monitoring Approach for the US 36 / I 25 Concession Agreement **EXHIBIT B**

Prepared by McGladrey, LLP – As of May 29, 2015

Revision Date 7/15/2015

General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance	Legal	Parties will notify each other of any changes in law and its effect on work, services, revenues, costs, or capital.	Requirement	HPTE	LSG	N/A	1) Obtain Concessionaire disclosure statement quarterly 2) Verify presence of Concessionaire's Disclosure Statement - 2x/yr 3) Develop and perform Civil Records (Suit) search - Annually
Compliance	Milestone Attainment - P1	Concessionaire is responsible to 1) provide a list of necessary consents, 2) facilitate obtaining necessary consents from HPTE and 3) obtaining all necessary consents form HPTE.	Requirement	HPTE	McGladrey	N/A	Monitor whether Necessary Consents required for the Concessionaire to commence the Services in relation to the Phase 1 Managed Lanes and in relation to the Phase 1 GP Lanes have been received.
Compliance	Milestone Attainment - P1 and P2	Concessionaire will escrow software source codes with Escrow Agent.	Requirement	HPTE	McGladrey	N/A	Verify per 5.2(b) that appropriate Source Code Escrows were established (and are maintained) Planned by Phase 1 Services Commencement and Full Services Commencement. Verify 3rd party received escrow files by commencement date
Compliance	Operations	Concessionaire will maintain a list of parties with approved access to facilities and will refuse entry to parties refused access by HPTE.	Requirement	HPTE	LSG	McGladrey	Inquire with HPTE and PRD (including subs) on a periodic basis to determine if there have been changes to approved personnel or refused parties (additions and deletions). If yes, confirm with HPTE they have received appropriate documentation.
Compliance	Operations	HPTE may transfer and assign its interest to any other public agency or entitle of the State as required by Law upon not less than 60 business days notice to Concessionaire. Concessionaire cannot assign its interests without prior written consent of HPTE.	Requirement	HPTE	McGladrey	N/A	Monitor and verify assignment of the Concessionaire Agreement by HPTE has not occurred.
Compliance	Operations	No partnership or similar relationship will be established between Concessionaire and HPTE.	Requirement	HPTE	McGladrey	N/A	Monitor and verify that no Agencies, or relationships that present conflicts of interests between Concessionaire and HPTE have been established.
Compliance	Record Keeping	Concessionaire will not enter into new, or amend existing funding agreements without HPTE approval.	Requirement	CDOT / HPTE	McGladrey	N/A	Inquire with HPTE and PRD on a period basis to determine if there have been new or amended Funding Agreements. If yes, confirm with HPTE they have received appropriate documentation. See also 6.2.
Compliance	Record Keeping	In the event of a new or changed funding agreement, concessionaire will deliver executed copy to HPTE within 10 days.	Requirement	CDOT / HPTE	McGladrey	N/A	Inquire with HPTE and PRD on a period basis to determine if there have been new or amended Funding Agreements. See also 6.4
Compliance	Record Retention	Concessionaire is required to maintain adequate records related to Work and Services and, upon request, will provide a written summary of any costs related to Work or Services. Concessionaire will allow HPTE to examine those records as needed.	Requirement	HPTE	McGladrey	N/A	Monitor and verify any notices of claims HPTE believes involve indemnification are handled in accordance with the terms and conditions of Section 61.
Compliance	Record Retention	Concessionaire will release, defend, indemnify and hold harmless HPTE and CDOT from and against any and all claims and causes of action.	Requirement	HPTE	McGladrey	N/A	Monitor and verify Notices are tracked and addressed by HPTE.
Compliance	Record Retention	Parties will notify each other via written notice whenever a notification is necessary.	Requirement	HPTE	McGladrey/ HDR / LSG	N/A	Monitor and verify any of Concessionaire' failures to maintain adequate records that have been identified and noticed by HPTE.
Compliance	Records Retention	Concessionaire will not engage any new or replacement subcontractors unless Concessionaire provides HPTE subcontractor Agreement (Schedule 19) prior to commencing any activities or obligations.	Requirement	HPTE	McGladrey	N/A	Monitor and verify subcontract agreements have been provided to HPTE.
Compliance, Financial	Contractual	Changes to the Toll Service Provider and the associated Agreement must be agreed to by both parties.	Requirement	HPTE	McGladrey	N/A	Verify that no Toll Services Provider change has occurred. If a change has occurred, verify change was in accordance with Section 29.10
Compliance, Financial	Insurance Claims	All insurance proceeds paid in respect of a single event in excess of $500,000 will be paid into the Joint Insurance Account.	Requirement	HPTE	McGladrey	N/A	Verify that all insurance proceeds in excess of $500,000 are paid into Joint Account.

High Level Monitoring Approach for the US 36 / I 25 Concession Agreement **EXHIBIT B**

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Revision Date 7/15/2015

General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance, Financial	Insurance Claims	Concessionaire will make claims against insurances to reduce the amount of any claim Concessionaire may have against HPTE.	Requirement	HPTE	McGladrey	N/A	Verify that Concessionaire makes claims against policies to maximize reduction of any claim against CDOT/HPTE.
Compliance, Financial	Model / Toll Revenue	Concessionaire has exclusive right to receive toll revenues from HPTE in accordance with Section 29.1(b) and Toll Services Agreement. Schedule 16 shall have effect.	Requirement	HPTE	McGladrey	N/A	Verify compliance with requirements outlined in Schedule 16, also lists reporting requirements
Compliance, Financial	Model / Toll Revenue	Concessionaire is responsible for all toll transaction account management services pursuant to the Tolling Services Agreement. Concessionaire must have approval of HPTE to enter into new Tolling Services Agreement	Requirement	HPTE	McGladrey	N/A	Verify that concessionaire does not implement changes in the ETCS that fail to coordinate with CDOT and result in a loss of toll revenue.
Compliance, Financial	Model / Toll Revenue	Concessionaire will operate the ETCS. If Concessionaire wishes to change the ETCS, it will coordinate with HPTE and CDOT prior to implementation.	Requirement	HPTE	McGladrey	N/A	Verify that Concessionaire has not entered into new tolling agreement without acceptance (approval) by HPTE.
Compliance, Financial	Payments	HPTE has 15 business days from receipt to make payment of the Interim Capital Payment, as long as appropriate supporting documentation has been provided and Concessionaire has complied with all Plans.	Requirement	HPTE	McGladrey	N/A	Verify that Concessionaire has provided appropriate reports per Section 2 of Schedule 5. Monitor that Concessionaire has submitted invoice containing proper supporting documentation. Monitor and verify that HPTE has made Interim Capital Payments within 15 business days of fulfillment of requirements by concessionaire (Supported invoice and monthly reports)
Compliance, Financial, Technical	Operations	Concessionaire will perform Non-Separable Tasks per the Life Cycle Maintenance Plan as agreed to by HPTE.	Requirement	HDR / LSG	HPTE	McGladrey	Verify whether non-separable tasks are properly identified, costs are shared, and documented.
Compliance, Technical	Insurance Requirements	Concessionaire will maintain proper insurance coverage.	Requirement	HPTE	McGladrey	N/A	Monitor insurances are in compliance with Part 3 of Section 17. Monitor insurance proceeds are applied in accordance with Section 38.
Compliance, Technical	Milestone Attainment - P1	Upon completion of Phase 1, Concessionaire will commence snow and ice removal services	Requirement	HDR / LSG	HPTE	McGladrey	Verify Conditions Precedent per Schedule 2, Part 2 are achieved prior to July 22, 2015.
Compliance, Technical	Milestone Attainment - P2	Concessionaire must obtain completion of Phase 2 work by the Full services commencement date (or liquidated damages will be due to HPTE).	Requirement	CDOT / HPTE	HDR / LSG	N/A	Verify Notice of Phase 2 Work Completion and Preliminary Requirements by Concessionaire, Verify acceptance by HPTE.
Compliance, Technical	Milestone Attainment - P2	Concessionaire will correct non-conforming Phase 2 work and provide written notice to HPTE of correction when all preliminary requirements have been met.	Requirement	CDOT / HPTE	HDR / LSG	McGladrey	Verify Notice of Phase 2 Work Completion and Preliminary Requirements by Concessionaire, Verify acceptance by HPTE and attainment of requirements. Identify Non-Conformance and correction of non-conformance
Compliance, Technical	Milestone Attainment - P2	Concessionaire will provide HPTE with a sworn affidavit of completion for Phase 2 work in accordance with the requirements of 19.3.	Requirement	CDOT / HPTE	HDR / LSG	McGladrey	Verify that Concessionaire has provided Affidavit attesting that all Phase 2 work has been completed and verbiage of affidavit is in compliance with 19.4 "Requirements of Affidavit of Phase 2 Work Completion"
Compliance, Technical	Milestone Attainment - P2	Concessionaire's sworn affidavit of completion of Phase 2 work shall contain the specific verbiage contained in Part 5, section 19.4.	Requirement	CDOT / HPTE	HDR / LSG	McGladrey	Verify that concessionaire has provided executed sworn affidavit that all Phase 2 work completion have been met.
Compliance, Technical	Milestone Attainment - P2	HPTE will deliver notice of Conditions Precedent before concessionaire will commence Snow and Ice removal services. What are Conditions Precedent? CP's are in Sch. 2 of the CA	Requirement	CDOT / HPTE	HDR / LSG	N/A	Verify that HPTE has performed and documented inspection of Phase 2 Work.
Compliance, Technical	Milestone Attainment - P2	The concessionaire will provide advance notice of Phase 2 Completion to HPTE at least 20 business days prior to its expected completion date of Phase 2 requirements.	Requirement	CDOT / HPTE	HDR / LSG	McGladrey	Verify that Phase 2 completion was timely, and if not timely, determine and quantify any delay.
Compliance, Technical	Milestone Attainment - P2	Upon receipt of Concessionaire's sworn affidavit of completion of Phase 2 work, HPTE will perform a final inspection and issue a Notice of Phase 2 Work Completion once all requirements have been satisfied.	Requirement	CDOT / HPTE	HDR / LSG	McGladrey	Verify Completion/Attainment of Conditions Precedent, per Schedule 2, Part 3 are attained (Prior to December 31, 2015) and acceptance/ approval by CDOT/HPTE.

High Level Monitoring Approach for the US 36 / I 25 Concession Agreement **EXHIBIT B**

Prepared by McGladrey, LLP – As of May 29, 2015

Revision Date 7/15/2015

General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance, Technical	Milestone Attainment - Plans	Concessionaire must submit project Plans at the specified intervals for review and comment by HPTE. HPTE may decline the plan for the specified reasons.	Requirement	HDR / LSG	HPTE	McGladrey	Verify submittal of Maintenance Management plan, Operations Management Plan, Transitional Management Plan, Communications Plan and a Marketing Plan. Verify HPTE acceptance of Maintenance Management plan, Operations Management Plan, Transitional Management Plan, Communications Plan and a Marketing Plans.
Compliance, Technical	Milestone Attainment - Plans (Annual)	Within 90 days before the beginning of each calendar year, Concessionaire will prepare and submit a 5 year Life Cycle Maintenance Plan for review, comment, and approval by HPTE.	Requirement	HDR / LSG	HPTE	McGladrey	Verify submittal of annual 5 year Life Cycle Maintenance Plan for maintenance to Managed Lanes. Determine if changes have been requested by HPTE and if so, verify changes have been incorporated into plan.
Compliance, Technical	Operations	Concessionaire at all times shall remain compliant with all Schedule 6 operational and maintenance requirements.	Requirement	HDR / LSG	HPTE	N/A	Monitor and verify materials and equipment used for the performance of services are in accordance with Service Requirements. Monitor and verify that highway maintenance employees' rates of pay and benefits are no less than comparable to CDOT's maintenance employees. Monitor and verify that maintenance personnel are in sufficient numbers and skill level. Monitor land is used only for Services.
Compliance, Technical	Operations	Concessionaire has seven Business Days to agree with HPTE when and how corrective work will be accomplished; if not performed accordingly, HPTE can hire a third party.	Requirement	CDOT / HPTE	HPTE	McGladrey	In the event of non-conforming or warranty work, and notice to concessionaire, verify concessionaire's agreement to correct work inclusive of how and when Concessionaire will correct its work. In the event of failure to remedy by Concessionaire, verify HPTE plan to effectuate correction of non-conforming or defective work. CDOT / HPTE to monitor thru completion
Compliance, Technical	Operations	Concessionaire shall make the managed lanes available for use by vehicles and provide services and snow and ice removal in accordance with Agreement terms: A) From commencement date forward for the I-25 managed lanes and I-25 Shared Bridge decks, B) from Phase 1 services commencement date forward for the Phase 1 managed lanes and Phase 1 GP Lanes, and C) from the full services commencement date forward for the managed lanes and US 36 General purpose lanes	Requirement	HDR / LSG	McGladrey	N/A	Verify Concessionaire has performed required snow and ice maintenance as set forth in Schedule 19 of the agreement. (Post - Completion)
Compliance, Technical	Operations	Concessionaire shall meet each and every obligation, independent of each other. (Failure to meet one obligation shall not be an excuse for not meeting another obligation).	Requirement	HPTE HDR / LSG	McGladrey	N/A	Verify Concessionaire compiles Monthly and Annual Service Reporting in accordance with Section 1.8 of Schedule 6. Monitor and verify Error reporting and underlying error notice is reported in accordance with agreement. Monitor and verify unresolved issues are handled in accordance with Dispute Resolution procedures and terms. Monitor and verify Challenges are handled in accordance with 35.1 a & c. If errors exist in Monthly Service Report, monitor procedures detailed in Section are adhered to.

High Level Monitoring Approach for the US 36 / I 25 Concession Agreement **EXHIBIT B**

Prepared by McGladrey, LLP – As of May 29, 2015

Revision Date 7/15/2015

General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance, Technical	Operations	Concessionaire will perform services using materials and equipment in accordance with the HPTE service requirements and good industry practice. Concessionaire will ensure that services are provided by appropriately skilled and experienced personnel, and personnel are paid at least equivalent to the CDOT employee rates and benefits. Concessionaire will ensure all subcontractors perform services in accordance with the Agreement. Concessionaire shall provide access to the sites to the appropriate HPTE and outside (i.e., utility) personnel. Concessionaire shall ensure land is used only for Services.	Requirement	HDR / LSG	HPTE	McGladrey	Verify Concessionaire has made Managed Lanes available for use in accordance with agreement terms.
Compliance, Technical	Operations	Concessionaire will prepare a Monthly Service Report and Annual Service Report, and provide corrections as necessary.	Requirement	HPTE	HDR / LSG	McGladrey	Verify Concessionaire's compliance with Maintenance Management plan, Operations Management Plan, Transitional Management Plan, Communications Plan and a Marketing Plan.
Compliance, Technical	Operations	Concessionaire will perform Services in accordance with the Maintenance Management Plan, Operations Management Plan, and the Safety Plan accepted by HPTE.	Requirement	HDR / LSG	McGladrey	N/A	Monitor and verify that Concessionaire has met contractual requirements for services independent of service and operating plans. Verify Concessionaire's compliance with both HPTE Service Requirements and Concessionaire Proposed Services. See 22.1 and 22.2.
Compliance, Technical	Operations	HPTE will assess noncompliance points to Concessionaire in accordance with and for the items detailed in Schedule 10.	Requirement	HPTE	HDR / LSG	McGladrey	Monitor Concessionaire's ongoing compliance with Schedule 6, HPTE Service Requirements. These are likely established in Schedule 10, crosscheck against Schedule 10 requirements and ensure no duplication.
Compliance, Technical	Operations	If Concessionaire fails to make Managed Lanes available for a period of 5 days following notice, HPTE is entitled to take steps to make Managed Lanes available for use at the Concessionaire's cost.	Requirement	HPTE	HDR / LSG	McGladrey	Verify Concessionaire has made Managed Lanes available for use in accordance with agreement terms.
Compliance, Technical	Operations	Intelligent Transportation Systems Maintenance must be performed as specified in Section 19 of Schedule 5.	Requirement	HDR/LSG	McGladrey	N/A	Verify noncompliance points are determined in accordance with parameters set forth in Schedule. (While likely have individual Requirement for each of the Schedule 10 requirements so may capture this in individual requirements.)
Financial	Milestone Attainment - P2	In the event that Concessionaire does not achieve completion of Phase 2 Work by the full services commencement date and liquidated damages are due to HPTE, such liquidated damages shall not exceed $1,095,000 in relation to Section 20.2a or $5,475,000 in relation to Section 20.2b.	Requirement	CDOT / HPTE	McGladrey	N/A	In the event of liquidated damages, verify that liquidated damages are under Capped amount of $1,095,000, and that Toll Revenue Payable is within capped amount of $5,475,000 pursuant to 20.4 of Agreement.
Financial	Milestone Attainment - P2	In the event that liquidated damages are due to HPTE for failure to complete phase 2 Work by the full services commencement date, amounts due shall be deducted from amount due from HPTE, or paid within 10 business days of receipt of invoice from HPTE.	Requirement	CDOT / HPTE	McGladrey	N/A	In the event that liquidated damages are due under the Agreement, verify offset, invoicing and payment by concessionaire.
Financial	Model / Toll Revenue	Cash flow sharing payments are due from Concessionaire to HPTE in accordance with Schedule 14. Concessionaire shall provide, and HPTE is responsible for reviewing, the Actual Equity IRR.	Requirement	HPTE	CDOT	N/A	TBD - verify indexed values in the rest of the Agreement are reviewed and changed annually as appropriate. See subsequent sections of monitoring activities.
Financial	Model / Toll Revenue	Concessionaire will provide revisions and annual updates to the Base Case Financial Model.	Requirement	HPTE	McGladrey	N/A	Monitor Base Case Financial Model updates and revisions are in accordance with Part 2 of Schedule 11.
Financial	Model / Toll Revenue	Financial Model is required to be indexed each year to reflect changes in the Consumer Price Index.	Requirement	HPTE	McGladrey	McGladrey	Verify Cash Flow Sharing is in accordance with Schedule 14.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Financial	Payments	HPTE is responsible for payment of GP Routine Maintenance Fees, Snow and Ice Control Services Fees and reimbursement in relation to the I-25 shared bridge decks.	Requirement	HPTE	McGladrey	N/A	Monitor and verify amount due and paid to concessionaire due for closures that qualify for concessionaire payment by HPTE.
Financial	Payments	If there are emergency or other suspensions of tolls or closures of the managed lanes, HPTE may have certain payment requirements, depending on the length and reason. In cases where payments are due to the Concessionaire, HPTE has three business days from the date the closure or suspension occurred, or 10 days after the actual data necessary to make the calculation is available.	Requirement	HPTE	McGladrey	N/A	Monitor HPTE payments to Concessionaire for Snow and Ice Control Services and Non-Separable Percentage of Routine Maintenance are in accordance with Schedule 15.
Financial	Payments	On July 1 of each Year the Concessionaire shall pay the HPTE Cost Reimbursement Amount to HPTE.	Requirement	HPTE	McGladrey	N/A	Verify Concessionaire pays HPTE Cost Reimbursement Amount to HPTE on the first day of each year.
Financial	Penalties / Relief	Concessionaire has a right to relief if Force Majeure Event was the cause of a breach and property mitigation steps were taken.	Requirement	HPTE	McGladrey	N/A	If a Relief Event affects ability to perform Snow and Ice Services or other maintenance services, verify HPTE receives a fair and reasonableness reduction in Snow and Ice or other maintenance services costs.
Financial	Penalties / Relief	If Force Majeure Event prevents or diminishes Concessionaire's performance of Snow and Ice Services or Maintenance Services, HPTE is entitled to a fair and reasonable reduction in fees, as agreed by Concessionaire.	Requirement	HPTE	McGladrey	N/A	If compensation event and proper notice, and Concessionaire provided cost and mitigation details in accordance with 41.4, then verify compensation by HPTE is in accordance with terms of 41.4 (This would likely be an out of scope analysis)
Financial	Penalties / Relief	If Relief Event prevents or diminishes Concessionaire's performance of Snow and Ice Services or Maintenance Services, HPTE is entitled to a fair and reasonable reduction in fees, as agreed by Concessionaire.	Requirement	HPTE	McGladrey	N/A	If Force Majeure Event affects ability to perform Snow and Ice Services or other maintenance services, verify that HPTE receives a fair and reasonableness reduction in costs pursuant to 43.5.
Financial	Penalties / Relief	If the Compensation Event could not have been avoided by the Concessionaire, and the Concessionaire followed appropriate Compensation Event procedures, HPTE will compensate Concessionaire within 20 business days of receipt of claim, make Revenue Compensation Payments, or provide non-financial remedies, as appropriate.	Requirement	HPTE	McGladrey	N/A	In Force Majeure Event, verify concessionaire has met requirements for relief; demonstrated event causes breach and provided actions taken to mitigate the effects of the event.
Financial	Penalties / Relief	In the occurrence of a Relief Event, Concessionaire will a) notify HPTE of its claim within 20 business days and b) give full details of the claim within 5 business days.	Requirement	HPTE	McGladrey	N/A	In the a "Relief Event" verify that proper notice was provided; within 20 business days of knowledge Concessionaire will provide notice of claim, and within 5 business days of receipt of notice, Concessionaire will provide full details of claim.
Financial	Penalties / Relief	On the occurrence of a Force Majeure Event, affected party will notify other part as soon as possible, to include details and evidence and any mitigating actions and effects.	Requirement	HPTE	McGladrey	N/A	In the event of "Force Majeure" event, verify proper notice was provided by concessionaire, together with mitigation provided by concessionaire.
Financial	Penalties / Relief	To obtain relief and/or claim compensation, the Concessionaire must a) notify HPTE of its claim within 15 business days and b) give full details of the Compensation Event within 10 business days of notifying HPTE	Requirement	HPTE	McGladrey	N/A	Verify that no compensation events have occurred. In the event that a compensation event occurs, verify that Concessionaire has adhered to requirement of 41.3; written notice within 15 days of event, and provide full details within 10 days of receipt of notice by HPTE.
Financial	Milestone Attainment - P2	In the event that concessionaire fails to achieve Phase 2 Completion by the Planned Full services commencement date, Concessionaire shall pay HPTE liquidated damages as prescribed in 20.2 of the Agreement.	Requirement	CDOT / HPTE	McGladrey	N/A	In the event that a delay in attainment of Phase 2 has occurred, calculate liquidated damagers and toll revenue reduction (consideration) amounts.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Financial, Technical	Insurance Claims	In the case of a Relevant Incident, Concessionaire will promptly complete the work necessary to repair, reinstate or replace assets. Withdrawals may be made from the Joint Insurance Account to fund Reinstatement Work, in accordance with the Agreement. HPTE will assist Concessionaire in the carrying out of Reinstatement Work.	Requirement	HPTE	McGladrey	N/A	b) Verify that in the event of an "relevant" incident ($250,000 or more), Concessionaire promptly completes the work necessary to repair, reinstate, or replace assets. C) Verify withdrawals from Joint Insurance account are in accordance with agreement terms and conditions. (Note the contract has reference errors in this section. Have they been corrected?)
Technical	Insurance Claims	All insurance proceeds received will be applied to repair, reinstate and replace each part of the assets of which such proceeds were received.	Requirement	HPTE	McGladrey	N/A	Verify that any repairs made related to insured losses are made in accordance with CDOT/HPTE's Service Requirements and the Concessionaire's Proposals.
Technical	Insurance Claims	Where insurance proceeds are used to repair, reinstate or replace any asset, Concessionaire will complete work in accordance with HPTE's Service Requirements and the Concessionaire's Proposals.	Requirement	HPTE	McGladrey	N/A	Verify that that insurance proceeds are used to repair impacted asset. (Do we need to verify costs are not also billed to CDOT/HPTE through other means or channels.)
Technical	Milestone Attainment - P2	If Defects in I-25 Managed Lanes are noted and remain after the Commencement Date, Concessionaire will correct defects as required by Schedule 6. If damage occurs prior to Commencement Date and are not repaired prior to CD and would cause a failure to comply with Service Requirements, damage shall be treated as if it were caused by Compensation Event	Requirement	HDR / LSG	HPTE	McGladrey	Verify that no defects remain at Commencement Date and, if so, they are corrected in accordance with Schedule 6.
Technical	Milestone Attainment - Plans (Annual)	HPTE and Concessionaire shall resolve disputes around Life Cycle Maintenance Plan within 60 days after it is provided to HPTE, or Dispute Resolution Procedures will be enacted.	Requirement	HDR / LSG	HPTE	McGladrey	Monitor and determine if disputes arise between HPTE and Concessionaire related to 5 Year Maintenance Plan.
Technical	Operations	Concessionaire is responsible for 1) safety of design, operations, construction methods and other Phase 2 work, b) having designated person responsible for safety and maintain an accident book, c) ensuring safety in accordance with industry practices.	Requirement	CDOT / HDR / LSG	HPTE	McGladrey	In the event that Concessionaire Fails to Comply with Life Cycle Maintenance Plan, and HPTE elects to complete required work, verify proper notice by HPTE (20 day notice), failure to cure, Concessionaire's estimates of cost to cure or failure to provide estimates to cure, payment by Concessionaire, and return of unused contingency to by HPTE to Concessionaire.
Technical	Operations	Concessionaire will complete with Life Cycle Maintenance Plan, or HPTE shall give notice that it will carry out tasks using own equipment and personnel at Concessionaire's cost.	Requirement	HPTE / CDOT	McGladrey	McGladrey	(ii) Verify that quality management documentation exists and is in compliance with Section 1.7.3 of Schedule 6.
Technical	Operations	Concessionaire will prepare, implement, and continually maintain project quality management documentation.	Requirement	HPTE / CDOT	LSG / HDR	McGladrey	Regulations include: a) Concessionaire responsible for the safety of design, operations, const. methods and other Phase 2 work, b) will designate personnel responsible for safety and maintain an accident book, c) ensure safety in accordance with industry practices.
Technical	Operations	Concessionaire will provide a qualified environmental manage over the duration of the contract period.	Requirement	HPTE / CDOT	McGladrey	N/A	Verify whether changes to the Environmental Manager occurred. If so, confirm HPTE has reviewed and documented qualifications.
Technical	Operations	HPTE / CDOT will maintain and repair I-25 Managed Lanes sub grade and bridge substructures. Concessionaire will close Managed Lanes, if necessary, to facilitate this work. Concessionaire will carry out preventative, routine, and life cycle maintenance on I-25 bridge deck and managed lanes.	Requirement	HPTE	HDR / LSG	McGladrey	Verify I-25 bridges and sub-grade are properly maintained in accordance with the appropriate Plans.
Compliance	Operations	Issue information to the public through any means that is factually incorrect.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Compliance	Operations	Abide by all requirements of the Managed Lanes Communications Plan	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Compliance	Operations	Compliance with a requirement with regard to Key Personnel in the Concession Agreement.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Compliance	Policy	Disclose a policy regarding privacy of Customer Confidential Information to Customers in accordance with Schedule 6 Appendix 6-2.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (7) Managed Lane Communications Plan	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (4) Disaster Recovery Plan	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (6) Incident Response Plan	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (8) Life Cycle Maintenance Plan.	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (1) Maintenance Management Plan;	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (3) Operations Management Plan;	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (5) Transition Plan;	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (2) Quarterly, One- Year and Five Year Work Plans;	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Milestone Attainment - Plans	Concessionaire to produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited:	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Operations	Concessionaire to use, maintain and update the Maintenance Management Information System in accordance with paragraph 5.1 of Schedule 6.	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Compliance, Technical	Operations	Concessionaire to keep, maintain or make available to HPTE and its designated representative any book, record or document in accordance with Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Financial	Handback	Establish and fund the Handback Reserve when required and provide appropriate account information in accordance with Section 48.8 of the Concession Agreement	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Financial	Model / Toll Revenue	All ETCS equipment is fully functional and housing is functioning and free of defects.	Performance Measure	HDR / LSG	HPTE	McGladrey	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	All beacons or other equipment associated with HOV enforcement are functioning as required when a vehicle passes through the lane declared as HOV.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	All antennas and readers are capturing 99.95% of transactions where a transponder is present in the vehicle.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	Lane controllers are up and running 99.99% of the time that the managed lanes are open.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	AVC system is classifying the correct number of axles on vehicles correctly 99.95% of the time a transaction is detected in the lane.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	Transmit transactions that are not duplicates with the correct toll amounts to the Customer Service Center (to be determined on a per transmission basis).	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	Upon notification of a duplicate transaction or an incorrect toll amount on a per transmissions basis, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other duplicate transactions or incorrect toll charges that may have occurred (to be determined on a per transmission basis). Upon identification, the Concessionaire shall transmit the correct information to the customer service center for rectification including appropriate correspondence and crediting/debiting of accounts within five days.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	The Concessionaire shall only request payment from an account on the list of current active tags transmitted by the customer service center (to be determined on a per transmission basis).	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Financial	Model / Toll Revenue	Comply with the toll pricing requirements (including notification requirements) and vehicle usage/access requirements approved by the HPTE Board as well as those required by the IGA with Denver RTD.	Performance Measure	HPTE	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to achieve a mean Asset Condition Score of 3.5 but at least 2 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to achieve a mean Asset Condition Score of less than 2 and greater than 1 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to achieve a mean Asset Condition Score of 1 or less for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Technical	Operations	The Concessionaire takes necessary action with customer service center to validate, and then if valid, have error corrected and customer informed within seven (7) days of receiving notice that an incorrect toll amount has been charged (provided appropriate customer information available) This shall apply for errors in excess of $0.25 (to be determined on a per transmission basis). Further, as Part of the validation process the Concessionaire must assess and take appropriate action to address any underlying billing problem.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Respond within seven days to customer inquiries and complaints about the Managed Lanes where contact details of customers have been provided.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Telephone line manned during business hours and 24 hour availability of messaging system.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain a monthly average of at least 4.0 on a scale of 1.0 to 5.0 on Customer Driven Management (CDM) customer service survey results	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain a monthly average of 2.0 or better on a scale of 1.0 to 5.0 on "after- call" customer service surveys done through the phone system in accordance with Appendix 6-2	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Requirements for answering calls, wait times, quality measurement for phone audits, workforce management software are met in accordance with Appendix 6- 2	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	An monthly average of 98% of all customer and non-customer requests and correspondence, regardless of communication method, responded to within three (3) business days	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Requirements for online customer access (web), email system functionality, phone system and IVR (Interactive Voice Response) system functionality are met	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Following receipt of two or more complaints within 30 days emanating from a single toll point Concessionaire shall investigate claims of tag reads from General Purpose ("GP") lanes and in the event that a an erroneous toll read occurred, or reasonable doubt exists as to whether such occurred, Concessionaire shall immediately contact HPTE and prepare correspondence that can be sent to all customers who have made such a complaint regarding the erroneous GP reads. This shall occur within fifteen (15) days of receipt of such second complaint within a thirty (30) day period.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Upon notification of the display of an incorrect toll amount, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other customer accounts that may have been impacted by the incorrect signage (to be determined on a per transmission basis).	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Comply with standards applicable to the retention of and use of customer records pursuant to applicable Law,	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Achieve an incident response time that complies with Incident Response Plan	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Technical	Operations	Comply with a requirement in respect of the Incident Management Plan as required by Schedule 6	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Address a Category 1 defect within the time period shown in Appendix 6-1 of Schedule 6.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Address a Category 2 defect within the time period shown in Appendix 6-1 of Schedule 6.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Identify material defects in the inspection reports, life cycle maintenance plan, or work currently undertaken.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Include identified material defects in the next Life Cycle Maintenance Plan and/or the Operations and Maintenance Plan.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Comply with a requirement in respect of the Maintenance Management Plan as required by Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to create the required O&M records.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to produce, review, and, as necessary, update the Snow Removal and Ice Control Operations Plan	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to establish, maintain, update or comply with any requirement of a Quality Management Plan in accordance with Section 25 of the Concession Agreement	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to comply with a requirement in respect of the Operations Management Plan as required by Schedule 6 of the Concession Agreement where the failure impacts or has potential to impact on the level of service provided to users	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Failure to meet the requirements for completing sweeping within 72 hours after a Precipitation Event per 3.4 of Schedule 25.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	A Service Level Score of 4 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	A Service Level Score of 3 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	A Service Level Score of 2 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	A Service Level Score of 1 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	A Service Level Score of 0 is received for an individual Precipitation Event related to the Managed Lanes	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n-Ride during Peak Periods, measured over a timeframe of one (1) month where the actual speed is fifty (50) mph or less.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements, requirement being clarified.
Technical	Operations	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is between 40-50 miles per hour	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.

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General Monitoring Category	Requirement Type	Requirement/Performance Measure Description	Requirement/ Performance Measure	Ongoing Day to Day Operations Monitoring (Firm)	First Level Oversight (Firm)	Secondary Level Oversight (Firm)	High Level Monitoring Approach Description
Technical	Operations	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is less than forty (40) miles per hour.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month where the average speed is forth-five (45 mph) or less.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is between 35-45 miles per hour.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain as average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is less than thirty-five (35) miles per hour.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Maintain an average travel time of no more than 8.75 minutes from Pecos Street to Denver Union Station during Peak Periods measured over a rolling period of four (4) weeks.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Report safety related incidents to the HPTE within one day unless they constitute an immediate hazard (Category 1), in which case HPTE shall be notified as soon as practicable but in no case less than 1 hour from occurrence.	Performance Measure	HPTE	HDR / LSG	McGladrey	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to provide Courtesy Patrol in accordance with paragraph 4.4.1 of Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to meet requirements of work zone safety, management, maintenance of traffic and diversion routes for regular maintenance during operations.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to formally establish and adhere to a policy, procedure, process, or guideline as required by the Safety Plan	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to observe the safety plan or ~~to~~ carry out any operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Schedule 6 of the Concession Agreement.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to achieve a smooth transition of maintenance activities from HPTE in accordance with the Transition Plan.	Performance Measure	HDR / LSG	McGladrey	N/A	TBD based on Schedule 10 requirements.
Technical	Operations	Concessionaire to accurately gather and report on a timely basis the information required for any FHWA reporting requirements as designated by HPTE.	Performance Measure	HPTE	HDR / LSG	McGladrey	TBD based on Schedule 10 requirements.

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Operational and Technical Performance Measures

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EXHIBIT C
Part 1

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
COMBINED GP/ML 1 ROADWAY											
1	**1.1**	Appendix 6-1.1 & 6-1.2	Obstructions and Debris	Roadway and clear zone free from obstructions and debris. No edge drops greater than 2 inches.	<1 hr. to respond	N/A	N/A	N/A	Visual Inspection	High	Bi-Weekly
2	**1.2**	Appendix 6-1.1 & 6-1.2	Pavement	Ruts no more than 3% of wheel path length	24 hrs.	28 days	6 months	N/A	Visual Inspection	High	Bi-Weekly
3	**1.3**	Appendix 6-1.1 & 6-1.2	Crossovers and other paved areas	No potholes or base failures of any severity level	24 hrs.	28 days	6 months	N/A	Visual Inspection	High	Bi-Weekly
4	**1.4**	Appendix 6-1.1 & 6-1.2	Concrete joint sealing	Joints >1" sealed to mitigate safety issues	24 hrs.	28 days	12 months	As part of Annual Routine Maintenance Schedule	Visual Inspection	Low	Quarterly
5	**1.5**	Appendix 6-1.1 & 6-1.2	Crack sealing	No cracks >1" due to safety issues	24 hrs.	28 days	3 years	Every 3 years or as needed.	Visual Inspection	Low	Quarterly
6	**1.6**	Appendix 6-1.1 & 6-1.2	Longitudinal joint	No joints >1" or faulting >1/4"	24 hrs.	28 days	6 months	N/A	Visual Inspection	Low	Monthly
7	**1.7**	Appendix 6-1.1 & 6-1.2	Transition	No joint width > 1" or faulting >1/4"	24 hrs.	28 days	6 months	N/A	Visual Inspection	Low	Monthly
8	**1.8**	Appendix 6-1.1 & 6-1.2	Shoulders	Appropriate drainage	24 hrs.	28 days	6 months	N/A	Visual Inspection	High	Weekly
9	**1.9**	Appendix 6-1.1 & 6-1.2	Curbs	Curbs free of defects	24 hrs.	28 days	6 months	N/A	Visual Inspection	Medium	Monthly
10	**1.1**	Exhibit B, Item 74	I-25 Pavement Defects	Correct defects occurring after Commencement Date per Schedule 6. (If existing prior to Commencement Date, treat as compensation event.)	24 hrs.	28 days	6 months	N/A	Visual Inspection	High	Bi-Weekly
11		Exhibit B, Item 122	Category 1 Defect	Address a Category 1 defect within the time period shown in Appendix 6-1 of Schedule 6.	Per Appendix 6-1	Per Appendix 6-1	Per Appendix 6-1	N/A	Visual Inspection	High	Bi-Weekly
12		Exhibit B, Item 123	Category 2 Defect	Address a Category 2 defect within the time period shown in Appendix 6-1 of Schedule 6.	Per Appendix 6-1	Per Appendix 6-1	Per Appendix 6-1	N/A	Visual Inspection	Medium	Bi-Weekly
GP/ML 2 DRAINAGE											
13	**2.1**	Appendix 6-1.1 & 6-1.2	Pipes and Channels	Length with <90% clear	< 1 hr. to respond	28 days	6 months	As needed	Visual Supplemented by CCTV where required.	High	Monthly or as required by precipitation
14	**2.2**	Appendix 6-1.1 & 6-1.2	Drainage treatment devices	Devices functioning correctly	24 hrs.	28 days	6 months	As needed	Visual	Medium	Monthly or as required by precipitation

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
15	**2.3**	Appendix 6-1.1 & 6-1.2	Permanent waters	Water quality features functioning properly	24 hrs.	28 days	6 months	As necessary or required by law.	Visual	Medium	Monthly or as required by precipitation
16		Appendix 6-1.1 & 6-1.2	Travel way	No instances of hazardous water build up	< 1 hr. to respond	28 days	6 months	As needed	Visual	High	Bi-Weekly or as required by precipitation
17	**2.4**	Appendix 6-1.1 & 6-1.2	Discharge systems	Discharge systems compliant with applicable laws, statues and regulations	24 hrs.	28 days	6 months	As needed	Visual	Medium	Monthly or as required by precipitation
18	**2.5**	Appendix 6-1.1 & 6-1.2	Protected Species	Compliance with NEPA	24 hrs.	28 days	6 months	As needed	Visual	Medium	As required
GP/ML 3 - STRUCTURES											
19	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Graffiti	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Medium	Bi-Weekly
20	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Undesirable Vegetation	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	Bi-Weekly
21	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Debris and bird droppings	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	Bi-Weekly
22	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Blocked drains, weep pipes, manholes and chambers	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	High	Bi-Weekly
23	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Blocked drainage holes in structural components	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	High	Bi-Weekly
24	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Crack sealing, deck sealing	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	Every 3 years or as needed.	Visual inspection	Low	Quarterly
25	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects in pedestrian protection measure	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	High	Bi-Weekly
26	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Bridge paint failures	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	Yearly

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EXHIBIT C
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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
27	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects in joint sealant, with the exception of expansion joints	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	Yearly or sooner as needed	Visual inspection	Low	Quarterly
28	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Loose nuts and bolts	Structures and substructures are free of defect	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	TBD
29	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects to barrier and guardrails	Free of impact damage, vegetation and debris, graffiti, and blockages	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	High	Bi-Weekly
30	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects to expansion joints	Free of impact damage, vegetation and debris, graffiti, and blockages	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	High	Bi-Weekly
31	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects to bearings and bearing shelves	Expected to be clean	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	TBD
32	**3.1 & 3.2**	Appendix 6-1.1 & 6-1.2	Defects to sliding and roller surfaces	Expected to be clean	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Low	Monthly
33	**3.3**	Appendix 6-1.1 & 6-1.2	Defects to culverts/ concrete box culvert	Expected to be free from vegetation, debris, silt, and scour damage	<1 hr. to respond	28 days	28 days	As needed	Visual inspection	Medium	Monthly or as required by precipitation
34	**3.4**	Appendix 6-1.1 & 6-1.2	Defects to sign structures	Expected to be structurally sound and free of loose nuts and bolts, graffiti, and surface protection systems defects.	24 hours	28 days	6 months	As required by the CDOT Signs and Signal Coding Guide	Visual	High	Monthly
35	**3.5**	Appendix 6-1.1 & 6-1.2	Damage to retaining walls	Expected to be free from panel damage and graffiti	24 hours	28 days	6 months	As needed	Visual	Medium	Bi-Weekly
36	**3.6**	Appendix 6-1.1 & 6-1.2	Load Rating	Load rating calculations in accordance with the AASHTO Manual for Bridge Evaluation Load restriction requirements as per AASHTO Manual for Bridge Evaluation, the current version of the CDOT Pontis Bridge Inspection Coding, and CDOT Bridge Rating Manual	< 1 hr. to respond	28 days	6 months	Annual inspection	Ensure that proper procedures with CDOT are followed	Low	As required
GP-4 ROAD PAVEMENT											

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
37	**4.1**	Appendix 6-1.1 & 6-1.2	Pavement Markings	Clean and visible during the day and night. Good reflectivity. Meets MUTCD/CDOT Standards	24 hours	28 days	6 months	Replacement as needed or every 5 years.	Visual	Low	Generally, bi-weekly. Check reflectivity quarterly.
38	**4.2**	Appendix 6-1.1 & 6-1.2	Delineators & Markers	Clean and visible, of the correct color and type, legible and reflective, straight and vertical. No more than 12.5% of the delineators and markers may be missing or not easily visible in any auditable section.	24 hours	28 days	6 months	As needed	Visual	Medium	Generally, bi-weekly. Check reflectivity quarterly.
GP/ML 5 - GUARDRAIL, SAFETY BARRIER, IMPACT ATTENUATORS											
39	**5.1 & 5.2**	Appendix 6-1.1 & 6-1.2	Guardrails, safety barriers and impact attenuators	All guardrails, safety barriers, concrete barriers, etc., are maintained free of defects, appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs shall be carried out in accordance with the requirements of NCHRP 350 standards. No more than 12.5% of road restraint systems may be out of spec.	< 1 hr. to respond	Repaired or marked in 48 hours	6 months	As needed	Visual	High	Bi-Weekly
GP/ML 6 - TRAFFIC SIGNS											
40	**6.1**	Appendix 6-1.1 & 6-1.2	All General Sign	Signs and identification markers are clean, correctly located, clearly visible, legible, reflective, at the correct height, and free from electrical defects. Mounting posts are vertical, structurally sound and rust free as per MUTCD/CDOT. No signs shall have face damage greater than 5% of surface area.	24 hours	28 days	6 months	As needed	Visual	High	Generally, bi-weekly. Check reflectivity quarterly.

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
41	**6.2**	Appendix 6-1.1 & 6-1.2	Safety and Critical Signs	*Stop, Yield, Do Not Enter, One Way* and *Wrong Way* signs are clean, legible and undamaged, and conform to 6.1 requirements.	<1 hr. to respond	1 week	6 months	As needed	Visual	High	Generally, bi-weekly. Check reflectivity quarterly.
GP/ML 7 - TRAFFIC SIGNALS											
42	**GP 7.1, 7.2, 7.3, 7.4**	Appendix 6-1.1 & 6-1.2	General Purpose Lane Signals	No expectation of concessionaire for general purpose traffic signals	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43	**ML 7.1**	Appendix 6-1.1 & 6-1.2	Managed Lane Traffic Signals	Signals are clean and visible, undamaged, installations have correct signal timings and full contingency plans are in place.	2 hrs.	24 hrs.	6 months	As needed	Visual	High	TBD
44	**ML 7.2**	Appendix 6-1.1 & 6-1.2	Soundness	Traffic signals are structurally and electrically sound	24 hours	28 days	6 months	As needed	Visual	Medium	TBD
45	**ML 7.3**	Appendix 6-1.1 & 6-1.2	Identification Marking	Signals have identification markers and the telephone number for reporting faults clearly located, clearly visible and clean and legible.	N/A	28 days	6 months	As needed	Visual	Medium	TBD
46	**ML 7.4**	Appendix 6-1.1 & 6-1.2	Pedestrian Elements and Vehicle Detectors	All pedestrian elements and vehicle detectors are correctly positioned and fully functional at all times	24 hours	28 days	6 months	As needed	Visual	High	TBD
GP/ML 8 LIGHTING											
47	**8.1, 8.2**	Appendix 6-1.1 & 6-1.2	Roadway and Sign Lighting - General	All lighting is free from defects and provides acceptable uniform lighting and quality. Lanterns are clean and correctly positioned. Lighting units are free from accidental damage or vandalism. Columns are upright, correctly founded, visually acceptable, and structurally sound. 90% of lights must function correctly.	24 hours	28 days	6 months	As needed	Visual	Low	Bi-Monthly Visual Inspection
48	**8.3**	Appendix 6-1.1 & 6-1.2	Electrical Supply	Electricity supply, feeder pillars, cabinets, switches and fittings are electrically, mechanically and structurally sound and functioning.	24 hours	7 days	1 month	As needed	HDR/LSG to inspect records of concessionaire	Low	TBD
49	**8.4**	Appendix 6-1.1 & 6-1.2	Access Panels	All access panels in place at all times	24 hours	7 days	1 month	As needed	Visual	Low	TBD

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
50	**8.5**	Appendix 6-1.1 & 6-1.2	High Mast Structure	High mast are structurally sound and free of loose nuts and bolts, no defects in surface protection systems, no graffiti.	24 hrs.	28 days	6 months	As needed	Visual / Inspect Reports	Medium	
51	**8.6**	Appendix 6-1.1 & 6-1.2	High Mast Lighting	All mast luminaries functioning on each pole. All obstruction lights are present and working if required. Component door is secure with all bolts in place. All winch and safety equipment is correctly functioning and maintained without rusting or corrosion. Hoists and electrical fixings clean and lubricated. Two or more lamps per mast pole shall function.	24 hrs.	48 days	1 month	As needed	Visual / Inspect Reports	Medium	Bi-Monthly to determine whether luminaries are functioning.
GP/ML 9 - FENCES, WALLS, SOUND ABATEMENT											
52	**9.1**	Appendix 6-1.1 & 6-1.2	Design and Location	Fences and walls act as designed and serve the purpose for which they were intended	<1 hr. to respond	28 days	6 months	As needed	Visual	Low	Bi-Weekly
53	**9.2**	Appendix 6-1.1 & 6-1.2	Construction (includes existing)	Integrity and structural condition of the fence is maintained.	<1 hr. to respond	28 days	6 months	As needed	Visual	Low	Bi-Weekly
54	**9.3**	Appendix 6-1.1 & 6-1.2	Livestock	Integrity and structural condition of all fences that hold live stock is maintained	<1 hr. to respond	28 days	6 months	As needed	Visual	High	Bi-Weekly
GP/ML 10 - ROADSIDE											

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
55	**10.1**	Appendix 6-1.1 & 6-1.2	Vegetated areas - except landscaped areas - general	Vegetation maintained so that height of grass and weeds is kept within the limits described for urban and rural areas. Mowing begins before vegetation reaches maximum height. Spot mowing at intersections, ramps, or other areas visibility of appurtenances and sight distance. Grass or vegetation does not encroach into or on paved shoulders, main lanes, sidewalks, islands, riprap, traffic barrier or curbs. A herbicide program is undertaken in accordance with the D 006 99. Development and implementation of noxious weed program to control noxious weeds and eliminate grass in pavement or concrete. A mowing cycle completed after the first frost of the first 15' from the edge of pavement.	24 hrs.	7 days	28 days	As required	Visual	Low	Bi-Weekly
56	**10.2**	Appendix 6-1.1 & 6-1.2	Landscaped Areas	Maintained to originally constructed condition and as required by the FMP	24 hrs.	7 days	28 days	As required	Visual / Inspection of Records	Low	Bi-Weekly
57	**10.3**	Appendix 6-1.1 & 6-1.2	Fire Hazards	Fire hazards are controlled	24 hrs.	7 days	28 days	As required	Visual	Low	Bi-Weekly
58	**10.4**	Appendix 6-1.1 & 6-1.2	Trees, brush, and ornamentals	Mowed, trimmed in accordance with CDOT standards. Dead vegetation trimmed or treated. Diseased trees treated or removed by licensed contractors.	24 hrs.	7 days	28 days	As required	Visual / Inspection of Records	Low	Bi-Weekly
59	**10.5**	Appendix 6-1.1 & 6-1.2	Water Quality Ponds	Maintenance of all vegetation within ponds and surrounding area.	24 hrs.	7 days	28 days	As required	Visual	Low	Bi-Weekly

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
60	**10.6**	Appendix 6-1.1 & 6-1.2	Wetlands	Wetlands managed in accordance with permit requirements.	24 hrs.	7 days	28 days	As required	Visual	Low	Bi-Weekly
GP/ML 11 - EARTHWORKS & EMBANKMENTS											
61	**11.1**	Appendix 6-1.1 & 6-1.2	Slope Failure	All structural or natural failures of the embankment and cut slopes of the Facility are repaired.	<1 hr. to respond	28 days	6 months	As needed	Visual / Review report provided by geotechnical specialist with further tests as recommended by the specialist	High	Bi-Weekly
62	**11.2**	Appendix 6-1.1 & 6-1.2	Slopes - General	Slopes are maintained in general conformance to the original grade. Replace landscape materials, reseed, and control erosion on roadway and shoulders.	24 hrs.	28 days	6 months	As needed	Visual	Low	Bi-Weekly
GP/ML 12 - GRAFFITI											
63	**12.1**	Appendix 6-1.1 & 6-1.2	Graffiti	Graffiti is removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces	24 hrs.	10 days	6 months	As needed	Visual	Low	Bi-Weekly
GP/ML 13 - INCIDENT RESPONSE											
64	**13.1**	Appendix 6-1.1 & 6-1.2	General	Respond to incidents in accordance with the US 36 Traffic Incident Management Plan. Response times met for 98% of incidents per year on a rolling basis.	<1 hr.	N/A	N/A	As required	Track Response Time Reports	High	As Incidents Occur
65	**13.2**	Appendix 6-1.1 & 6-1.2	Hazardous Materials	Comply with requirements of Section 4.4.4 of Schedule 6 for all hazardous material spills	<1 hr.	N/A	N/A	As required	Track Inspection Records showing compliance	High	As Incidents Occur
66	**13.3**	Appendix 6-1.1 & 6-1.2	Structural Assessment	Evaluate structural damage with emergency services to ensure safe working in clearing of each incident. CDOT staff bridge must be notified immediately to complete inspection	<1 hr.	N/A	N/A	As required	Track Inspection Records showing compliance	High	As Incidents Occur

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
67	**13.4**	Appendix 6-1.1 & 6-1.2	Temporary and permanent remedy	Propose and implement temporary measures or permanent repairs to defects arising from each incident. Ensure structural safety of any structures affected by each incident	<24 hrs.	28 days	N/A	As required	Track Auditable Inspection records showing compliance.	High	As Incidents Occur
68		Exhibit B, Item 120, Schedule 10 Requirements	Incident Response Time	Achieve an incident response time that complies with Incident Response Plan	?	N/A	N/A	N/A	Review of Concessionaire Documentation as Incidents Occur	High	As Incidents Occur
GP/ML 14 - SWEEPING AND CLEANING											
69	**14.1**	Appendix 6-1.1 & 6-1.2	Sweeping	Keep all channels, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean. Clear and remove debris from traffic lanes, hard shoulders, merges and enforcement areas. Remove all sweepings without stockpiling in the right of way and dispose of at approved site. Build up of dirt, ice, rock, debris from accidents and otherwise, spilled materials, etc., on roads and bridges not to accumulate greater than 24" wide or 1/2" deep.	1 hr.	24 hrs.	28 days	As needed	Visual	Medium	Bi-Weekly

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
70	**14.2**	Appendix 6-1.1 & 6-1.2	Litter	Keep the right of way neat and remove litter regularly. Pick up large litter items before mowing operations. Dispose of litter and debris collected at an approved solid waste site. No more than 20 pieces of litter per roadside mile may be visible while traveling at a roadway speed. Litter is picked up off the roadway weekly, if in the right-of-way is every 15 days.	24 hrs.	28 days	28 days	As needed	Visual	Medium	Bi-Weekly
SAFETY											
71		Exhibit B, Item 147	Adherence to Safety Plan Requirements	Concessionaire to formally establish and adhere to a policy, procedure, process, or guideline as required by the Safety Plan.	N/A	N/A	N/A	As needed.	Review documentation. Compare to Safety Plan.	High	As required.
72		Exhibit B, Item 148	Adherence to Safety Plan Requirements	Concessionaire to observe the safety plan or carry out any operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Schedule 6 of the Concession Agreement.	N/A	N/A	N/A	As required.	Visual / Review documentation	High	As required.
73		Exhibit B, Item 76	Safety Procedures and Protocol through Phase 2	Concessionaire is responsible for 1) safety of design, operations, construction methods and other Phase 2 work, 2) having designated person responsible for safety and maintain an accident book, 3) ensuring safety in accordance with industry practices.	N/A	N/A	N/A	As required.	Review documentation	High	As required.

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
74		Exhibit B, Item 144	Reporting of Safety Related Incidents	Report safety related incidents to the HPTE within one day unless they constitute an immediate hazard (Category 1), in which case HPTE shall be notified as soon as practicable but in no case less than 1 hour from occurrence.	N/A	N/A	N/A	As required.	Review documentation	High	As required.
75		Exhibit B, Item 145	Courtesy Patrol	Concessionaire to provide Courtesy Patrol in accordance with paragraph 4.4.1 of Schedule 6 of the Concession Agreement.	N/A	N/A	N/A	As required.	Review documentation	High	As required.
76		Exhibit B, Item 146	Work Zone Safety Requirements	Concessionaire to meet requirements of work zone safety, management, maintenance of traffic and diversion routes for regular maintenance during operations.	N/A	N/A	N/A	As required.	Review documentation	High	As required.
STAFFING											
73		Schedule 6 - Pg. 6, 1.6	Staffing Requirements and Plan	Staff shall be available 24 hours a day, 7 days a week, every day of the year. Concessionaire shall maintain updated staff records and prove it to HPTE upon request. All records shall be updated within 5 business days.	N/A	N/A	N/A	As required.	Review documentation	Medium	As required.
74			Staffing Compensation	Concessionaire maintenance employees compensation and benefits are no less than those of CDOT employees. Monitor and verify that maintenance personnel are of significant numbers and skill level.	N/A	N/A	N/A	As required.	Review documentation	Medium	As staff is added.
75			Use of Facility / Land	Concessionaire shall only use CDOT land for services within this contract.	N/A	N/A	N/A	As needed	Verify that land (CDOT) is used for US 36 / I 25 services	Low	As required.
OPERATIONS, MAINTENANCE, AND LIFECYCLE PLANS											

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
76		Schedule 6 - Pg. 6, 1.7, 1.7.1, 1.7.1.1-1.7.1.4	Maintenance Management Plan	Concessionaire is required to prepare and update the Maintenance Management Plan on an annual basis, or as needed in accordance with Appendix 6-1 and Appendix 6-2.	N/A	N/A	N/A	Annually or as required.	Review Plan and Verify Submittal by Concessionaire	Low	Annually or as required.
77		Schedule 6 - Pg. 10, 1.7.2-1.7.3	Operations Management Plan	Concessionaire is required to prepare and update the Operations Management Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement.	N/A	N/A	N/A	Annually or as required.	Review Plan and Verify Submittal by Concessionaire	Low	Annually or as required.
78		Schedule 6 - Pg. 8, 1.7.1.1 - O	Lifecycle Maintenance Plan for Managed Lanes	If necessary, within 90 days before the beginning of each year, Concessionaire shall prepare and submit a 5 Year Lifecycle Maintenance Plan as required by Schedule 10.	N/A	N/A	N/A	Annually or as required.	Verify submittal of an annual 5 Year Lifecycle Maintenance Plan for Managed Lanes if requested by HPTE.	Low	Annually or as required.
79		Exhibit B, Item 75	Lifecycle Maintenance Plan Disputes	HPTE and Concessionaire shall resolve disputes around Life Cycle Maintenance Plan within 60 days after it is provided to HPTE, or Dispute Resolution Procedures will be enacted.	N/A	N/A	N/A	As required.	As notified by HPTE or Concessionaire	Low	As required.
80		Exhibit B, Item 92	Quarterly, 1 Year, and 5 Year Work Plans	Concessionaire to produce, review and as necessary, update the following plans during the Services Period in accordance with the Concession Agreement, and Schedule 10 requirements, including but not limited to: Quarterly, One-Year and Five-Year Work Plans.	N/A	N/A	N/A	As required.	Review Plans and Verify Submittals by Concessionaire on required dates.	Low	As required.

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
81		Exhibit B, Item 124	Roadway Maintenance - Inspection	Identify material defects in the Inspection Reports, Lifecycle Maintenance Plan, or work currently undertaken.	N/A	N/A	N/A	As required.	Review Plans and Verify Submittals by Concessionaire on required dates.	Low	As required.
82		Exhibit B, Item 125	Roadway Maintenance - Inspection / Operations	Include identified material defects in the next Life Cycle Maintenance Plan and/or the Operations and Maintenance Plan.	N/A	N/A	N/A	As required.	Review Plans and Verify Submittals by Concessionaire on required dates.	Low	As required.
83		Exhibit B, Item 130	Operations Plan Compliance	Concessionaire to comply with a requirement in respect of the Operations Management Plan as required by Schedule 6 of the Concession Agreement where the failure impacts or has potential to impact on the level of service provided to users.	N/A	N/A	N/A	As required.	Review of Plan	High	As required.
INCIDENT RESPONSE AND DISASTER RECOVERY PLANS											
84		Schedule 6 - Pg. 11, 1.7.4	Incident Management Plan	Concessionaire is required to prepare and update the Incident Management Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Annually	Review of Plan and Plan Submittal by Concessionaire	Low	Annually
85		Schedule 6 - Pg. 11, 1.7.4	Disaster Recovery Plan	Concessionaire is required to prepare and update the Disaster Recovery Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Annually	Review of Plan and Plan Submittal by Concessionaire	Low	Annually

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
86		Exhibit B, Item 121	Comply with Incident Management Plan	Comply with a requirement in respect of the Incident Management Plan as required by Schedule 6	N/A	N/A	N/A	Per Incident	Review of Incident Response Documentation	High	Per Incident
MANAGED LANE COMMUNICATIONS PLAN											
87		Exhibit B, Item 85	Communication Plan	Concessionaire is required to prepare and update the Communications Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Annually	Review of Plan and Plan submittal by Concessionaire	Low	Annually
MARKETING PLAN											
88		Concessionaire Agreement, Section 22.4, pg. 58	Marketing Plan	Concessionaire is required to prepare and update the Marketing Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Annually	Review of Plan and Plan submittal by Concessionaire.	Low	Annually
TRANSITION PLAN											
89		Schedule 6 - Pg. 12, 1.7.5	Transition Plan	Concessionaire is required to prepare and update the Transition Plan on an annual basis, or as needed in accordance with Section 22.4 of the Concessionaire's Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Annually	Review of Plan and Plan submittal by Concessionaire	Low	Annually
90		Exhibit B, Item 149	Transition Plan Compliance	Concessionaire to achieve a smooth transition of maintenance activities from HPTE in accordance with the Transition Plan.	N/A	N/A	N/A	As needed	Review of Plan and Plan submittal by Concessionaire	Medium	As needed
MAINTENANCE MANAGEMENT INFORMATION SYSTEMS PLAN											

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EXHIBIT C
Part 1

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
91		Schedule 6, Pg. 38-39, 5.0-5.1.2, Exhibit B, Item 34	Managing Snow Removal	Concessionaire shall use, maintain and update the Maintenance Management Information System in accordance with paragraph 5.1 of Schedule 6.	3 days	3 days	3 days	As needed	Visual Inspection and Review of Documentation	Medium	Monthly
REPORTS											
92		Schedule 6 - Pg. 12-14, 1.8.1-1.8.3	Monthly Reports, Operation Reports, Annual Reports and Lifecycle Reports	Concessionaire shall prepare, in the time frame prescribed, either monthly, quarterly, or annually, all of the Monthly Reports, Operations Reports and Annual Reports listed in Schedule 6, pgs. 13-14.	N/A	N/A	N/A	Monthly/ Quarterly /Annually	Verify Concessionaire's compliance with said reports.	Medium	Varies per type of report
93		Exhibit B, Item 94, Entirety of Schedule 6	Maintenance of Records	Concessionaire to keep, maintain or make available to HPTE and its designated representative any book, record, or document in accordance with Schedule 6 of the Concession Agreement and Schedule 10 requirements.	N/A	N/A	N/A	Continuously	Verify Concessionaire's compliance with said reports.	Medium	Bi-Weekly
94		Exhibit B, Item 127	Maintenance of Records	Concessionaire to create the required O&M records.	N/A	N/A	N/A	Continuously	Verify Concessionaire's compliance with said reports.	Medium	Bi-Weekly
95		Exhibit B, Item 150	Reporting to FHWA	Concessionaire to accurately gather and report on a timely basis the information required for any FHWA reporting requirements as designated by HPTE.	N/A	N/A	N/A	As required	Verify Concessionaire's compliance with said reporting.	Low	As required
MEETINGS											
96		Schedule 6 - Pg. 14, 1.9	Meetings	Concessionaire shall have monthly meetings as needed with HPTE to discuss services.	N/A	N/A	N/A	Monthly	Review service status including reports required under Section 1.8.	Medium	Monthly
CONTRACTURAL COMPLIANCE											

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
97		Exhibit B, Item 14	Oversite of Disclosure Statements	Parties will notify each other of any changes in law and it's affect on work, services, revenue, costs or capital.	N/A	N/A	N/A	Continuously	Ensure that HPTE obtains Concessionaire Disclosure Statement quarterly, verify presence of Disclosure Statement twice per year, and develops and performs civil records search annually.	Low	As required.
98		Exhibit B, Item 17	Oversite of Changes to Approved Personnel	Concessionaire will maintain a list of parties with approved access to the facilities and will refuse entry to parties refused access by HPTE.	N/A	N/A	N/A	Continuously	Ensure that PRD provides changes to approved personnel or refused parties.	Low	Weekly
99		Exhibit B, Item 33	Oversite of Lifecycle Maintenance Plan Costs and Tasks	Concessionaire will perform Non-Separable Tasks per the Life Cycle Maintenance Plan as agreed to by HPTE.	N/A	N/A	N/A	Continuously	Verify non-separable tasks per the Lifecycle Maintenance Plan have been performed and costs and tasks verified.	Low	As required.
100		Exhibit B, Item 35	Verify Conditions Precedent	Upon completion of Phase 1, Concessionaire will commence snow and ice removal services	N/A	N/A	N/A	Upon completion of Phase I	Verify that conditions precedent per Schedule 2, Part 2, are achieved by July 22, 2015.	High	Prior to July 22, 2015.
101		Exhibit B, Item 36	Verify Completion of Phase 2 Work	Concessionaire must obtain completion of Phase 2 work by the Full services commencement date (or liquidated damages will be due to HPTE).	N/A	N/A	N/A	By Full Services Commencement Date.	Verify Acceptance by HPTE of Phase 2 Work Completion and preliminary requirements by Concessionaire.	High	By Notice of Phase II Work Competion.

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
102		Exhibit B, Item 37	Verify Acceptance of Phase 2 Non-Conforming Work	Concessionaire will correct non-conforming Phase 2 work and provide written notice to HPTE of correction when all preliminary requirements have been met.	N/A	N/A	N/A	When preliminary requirements have been met.	Verify Acceptance by HPTE of non-conforming Phase 2 Work.	High	After Phase II work is completed.
103		Exhibit B, Item 38-39	Verify Phase 2 Work - 19.3 Requirements	Concessionaire will provide HPTE with a sworn affidavit of completion for Phase 2 work in accordance with the requirements of 19.3. Concessionaire's sworn affidavit of completion of Phase 2 work shall contain the specific verbiage contained in Part 5, section 19.4.	N/A	N/A	N/A	After Phase II work is completed.	Verify that Concessionaire has provided a sworn affidavit attesting to completion of Phase 2 Work in accordance with Requirement 19.4, including the specific verbiage contained in Part 5 of that section.	High	After Phase II work is completed.
104		Exhibit B, Item 40	Verify that Inspection was performed and documented for Phase 2 Work	HPTE will deliver notice of Conditions Precedent before concessionaire will commence Snow and Ice removal services.	N/A	N/A	N/A	When received by HPTE.	Verify delivery of HPTE of Notice of Conditions Precedent before Snow and Ice Services commence.	High	Prior to Snow and Ice Removal Services.
105		Exhibit B, Item 41	Verify that Phase 2 Completion was timely.	The concessionaire will provide advance notice of Phase 2 Completion to HPTE at least 20 business days prior to its expected completion date of Phase 2 requirements.	N/A	N/A	N/A	20 days prior to Phase 2 completion.	Verify advance notice of Phase 2 completion at least 20 days prior to expected completion date.	High	When received.
106		Exhibit B, Item 42	Verify Completion of Conditions Precedent, Phase 2 work	Concessionaire must submit project Plans at the specified intervals for review and comment by HPTE. HPTE may decline the plan for the specified reasons.	N/A	N/A	N/A	Upon completion of Phase 2	Verify Completion of Conditions Precedent, Phase 2 work	High	Upon notice of Phase 2 work completion.

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					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
107		Exhibit B, Item 46	Corrective Work	Concessionaire has 7 business days to agree with HPTE when and how corrective work will be accomplished.	N/A	N/A	N/A	Continuously	Verify completion of non-conforming or warranty work.	High	As required.
108		Exhibit B, Item 48	Verify Reporting	Concessionaire shall meet each and every obligation.	N/A	N/A	N/A	Continuously	Verify Concessionaire compiles monthly and annual service reporting in accordance with Section 1.8, Schedule 6.	High	As required.
109		Exhibit B, Item 52	Noncompliance Points Assessment	Ongoing compliance with Schedule 6	N/A	N/A	N/A	Continuously	Confirm that HPTE has received report.	High	As required.
110		Exhibit B, Item 53	Managed Lanes Availability	Managed lanes will be available per agreement terms.	N/A	N/A	N/A	Continuously	Review	High	As required.
111		Exhibit B, Item 54	ITS Maintenance	Intelligent Transportation Systems Maintenance must be performed as specified in Section 19 of Schedule 5.	N/A	N/A	N/A	Continuously	Verify noncompliance points are determined in accordance with parameters set forth in Schedule. (While likely have individual Requirement for each of the Schedule 10 requirements so may capture this in individual requirements.)	Medium	As required.
QUALITY MANAGEMENT											

Item No.	Element Reference No.	REF Document	Element	Concessionaire Expectation	Concessionaire Response to Defects			Required Frequency for Routine Elements by Concessionaire	Monitoring Method or Responsibility of HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
					Cat. 1		Cat. 2				
					Hazard Mitigation	Perm. Remedy	Perm. Repair				
112		Schedule 6, 1.7.3, Exhibit B, Item 78	Quality Documentation	Concessionaire will prepare, implement, and continually maintain project quality management documentation	N/A	N/A	N/A	As needed	Review of Plan	Medium	As required.
113		Exhibit B, Item 129	Requirements of Quality Management Plan	Concessionaire to establish, maintain, update or comply with any requirement of a Quality Management Plan in accordance with Section 25 of the Concession Agreement	N/A	N/A	N/A	Annual or as needed	Review of Plan	Medium	As required.

Item No.	Element Cat.	REF Document	Element	Concessionaire Response Time Requirements: Complete Manning and Loading of Spreading Vehicles	Concessionaire Response Time Requirements: Response Time from Departure Loading Point to Treatment Completion and Return	Concessionaire Response Time Requirements: Maximum Response Time for Ice Clearance Vehicles to Depart from Base	Concessionaire Expectation	Monitoring Method HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
SNOW REMOVAL										
114	3.1	Schedules 10 and 25	Snow Removal - Managed Lane	30 min (add 30 min for unpredicted un-forecasted precipitation event)	1 hr. (add 30 min for unpredicted un-forecasted precipitation event)	1 hr. (add 30 min for unpredicted un-forecasted precipitation event)	Maintain to a minimum level of service "A", standard condition Category 1 for a minimum 95% bare pavement at the end of any precipitation event.	Visual/Review of Reports	High	Per Event
115	3.1	Schedules 10 and 25	Snow Removal - General Purpose Lanes	30 min (add 30 min for unpredicted un-forecasted precipitation event)	1 hr. (add 30 min for unpredicted un-forecasted precipitation event)	1 hr. (add 30 min for unpredicted un-forecasted precipitation event)	General Purpose lanes are to achieve minimum level of service "B", for a minimum 95% bare pavement, no less than 2 hours after the completion of any precipitation event.	Visual/Review of Reports	High	Per Event
116	3.4	Schedules 10 & 25	Sweeping	N/A	N/A	N/A	All sand and other materials that could result in PM 10 particles, will be swept from the travel way within 72 hours	Visual/Review of Reports	High	Per Event
117		Exhibit B, Item 128	Update to Snow Removal & Ice Control Operations Plan	N/A	N/A	N/A	Concessionaire to produce, review, and, as necessary, update the Snow Removal and Ice Control Operations Plan	Review of Reports	Medium	Annual
118		Exhibit B, Item 132	Service Level Score	N/A	N/A	N/A	A Service Level Score of 4 is received for an individual Precipitation Event related to the Managed Lanes	Visual/Review of Reports	High	Per Event
119		Exhibit B, Item 133	Service Level Score	N/A	N/A	N/A	A Service Level Score of 3 is received for an individual Precipitation Event related to the Managed Lanes	Visual/Review of Reports	High	Per Event
120		Exhibit B, Item 134	Service Level Score	N/A	N/A	N/A	A Service Level Score of 2 is received for an individual Precipitation Event related to the Managed Lanes	Visual/Review of Reports	High	Per Event
121		Exhibit B, Item 135	Service Level Score	N/A	N/A	N/A	A Service Level Score of 1 is received for an individual Precipitation Event related to the Managed Lanes	Visual/Review of Reports	High	Per Event

Item No.	Element Cat.	REF Document	Element	Concessionaire Response Time Requirements			Concessionaire Expectation	Monitoring Method HDR/LSG	Level of Risk	Frequency of Monitoring HDR/LSG
				Complete Manning and Loading of Spreading Vehicles	Response Time from Departure Loading Point to Treatment Completion and Return	Maximum Response Time for Ice Clearance Vehicles to Depart from Base				
122		Exhibit B, Item 136	Service Level Score	N/A	N/A	N/A	A Service Level Score of 0 is received for an individual Precipitation Event related to the Managed Lanes	Visual/Review of Reports	High	Per Event
SWEEPING										
123		Exhibit B, Item 131	Post Storm Sweeping	N/A	N/A	N/A	Failure to meet the requirements for completing sweeping within 72 hours after a Precipitation Event per 3.4 of Schedule 25.	Visual/Review of Reports	High	Per Event

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FINANCIAL AND TOLLING								
124	Exhibit B, Item 97 Schedule 10/8 ID 1	ETCS Equipment	All ETCS equipment is fully functional and housing is functioning and free of defects.	Continuous	Visual	N/A	High	Monthly
125	Exhibit B, Item 98 Schedule 10 ID 2	Functioning Beacons	All beacons or other equipment associated with HOV enforcement are functioning as required when a vehicle passes through the lane declared as HOV.	Continuous	Visual	N/A	High	Bi-Weekly
126	Exhibit B, Item 99 Schedule 10 ID 3	Antennas and Readers	All antennas and readers are capturing 99.95% of transactions where a transponder is present in the vehicle.	Continuous	Review reporting.	N/A	High	Monthly
127	Exhibit B, Item 100 Schedule 10 ID 4	Lane Controllers	Lane controllers are up and running 99.99% of the time that the managed lanes are open.	Continuous	Review reporting.	N/A	High	Monthly
128	Exhibit B, Item 101 Schedule 10 ID 5	Correct Number of Axels	AVC system is classifying the correct number of axles on vehicles correctly 99.95% of the time a transaction is detected in the lane.	Continuous	Review reporting.	N/A	Medium	Monthly
129	Exhibit B, 102 Schedule 10 ID 14	Tolling Transactions	Transmit transactions that are not duplicates with the correct toll amounts to the Customer Service Center (to be determined on a per transmission basis).	Continuous	Review reporting.	N/A	Medium	Monthly
130	Exhibit B, Item 103 Schedule 10 ID 15	Reconcile Duplicate Transactions	Upon notification of a duplicate transaction or an incorrect toll amount on a per transmissions basis, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other duplicate transactions or incorrect toll charges that may have occurred (to be determined on a per transmission basis). Upon identification, the Concessionaire shall transmit the correct information to the customer service center for rectification including appropriate correspondence and crediting/debiting of accounts within five days.	Continuous	Review reporting.	N/A	Medium	Monthly
ASSET CONDITION								
131	Exhibit, B, Item 106, Schedule 10 ID 25	Overall Asset Condition	Concessionaire to achieve a mean Asset Condition Score of 3.5 but at least 2 for any element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement and Schedule 10 requirements.	Continuous	Review of Quarterly Audits	N/A	Medium	Quarterly

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132	Exhibit B, Item 107, Schedule 10 ID 26	Overall Asset Condition	Concessionaire to achieve a mean Asset Condition Score of less than 2 and greater than 1 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Continuous	Review of Quarterly Audits	N/A	Medium	Quarterly
133	Exhibit B, Item 108, Schedule 10 ID 27	Overall Asset Condition	Concessionaire to achieve a mean Asset Condition Score of 1 or less for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	Continuous	Review of Quarterly Audits	N/A	Medium	Quarterly
CUSTOMER SERVICE								
134	Exhibit B, Item 109, Schedule 10 ID 6	Response to Incorrect Toll Amount	The Concessionaire takes necessary action with customer service center to validate, and then if valid, have error corrected and customer informed within seven (7) days of receiving notice that an incorrect toll amount has been charged (provided appropriate customer information available) This shall apply for errors in excess of $0.25 (to be determined on a per transmission basis). Further, as Part of the validation process the Concessionaire must assess and take appropriate action to address any underlying billing problem.	Continuous	Review of Concessionaire Documentation	7 days	Medium	Bi-Monthly
135	Exhibit B, Item 110, Schedule 10 ID 7	Response to Customer Inquiries and Complaints	Respond within seven days to customer inquiries and complaints about the Managed Lanes where contact details of customers have been provided.	Continuous	Review of Concessionaire Documentation	7 days	Medium	Bi-Monthly
136	Exhibit B, Item 111, Schedule 10 ID 8	Telephone Communication	Telephone line manned during business hours and 24 hour availability of messaging system.	Continuous	Review of Concessionaire Documentation	7 days	Medium	Bi-Monthly
137	Exhibit B, Item 112, Schedule 10 ID 9	Customer Satisfaction Score	Maintain a monthly average of at least 4.0 on a scale of 1.0 to 5.0 on Customer Driven Management (CDM) customer service survey results.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly
138	Exhibit B, Item 113, Schedule 10 ID 10	Customer Satisfaction Score	Maintain a monthly average of 2.0 or better on a scale of 1.0 to 5.0 on "after- call" customer service surveys done through the phone system in accordance with Appendix 6-2.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly

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139	Exhibit B, Item 114, Schedule 10 ID 11	Average Hold Time	Requirements for answering calls, wait times, quality measurement for phone audits, workforce management software are met in accordance with Appendix 6- 2.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly
140	Exhibit B, Item 115, Schedule 10 ID 12	Customer Requests	An monthly average of 98% of all customer and non-customer requests and correspondence, regardless of communication method, responded to within three (3) business days.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly
141	Exhibit B, Item 116, Schedule 10 ID 13	Customer Web, Email, Phone, IVR Functionality	Requirements for online customer access (web), email system functionality, phone system and IVR (Interactive Voice Response) system functionality are met.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly
142	Exhibit B, Item 117, Schedule 10 ID 17	Response to Incorrect Toll Amount Complaints	Following receipt of two or more complaints within 30 days emanating from a single toll point Concessionaire shall investigate claims of tag reads from General Purpose ("GP") lanes and in the event that a an erroneous toll read occurred, or reasonable doubt exists as to whether such occurred, Concessionaire shall immediately contact HPTE and prepare correspondence that can be sent to all customers who have made such a complaint regarding the erroneous GP reads. This shall occur within fifteen (15) days of receipt of such second complaint within a thirty (30) day period.	Continuous	Review of Concessionaire Documentation	15 days	Medium	Monthly
143	Exhibit B, Item 118, Schedule 10 ID 18	Notification of Display of Incorrect Toll Amount	Upon notification of the display of an incorrect toll amount, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other customer accounts that may have been impacted by the incorrect signage (to be determined on a per transmission basis).	Continuous	Review of Concessionaire Documentation	1 business day	Medium	Monthly

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144	Exhibit B, Item 119, Schedule 10 ID 19	Comply with Applicable Standards	Comply with standards applicable to the retention of and use of customer records pursuant to applicable Law.	Continuous	Review of Concessionaire Documentation	N/A	Medium	Monthly
US 36 MANAGED LANES SPEED / TRAVEL TIME								
145	Exhibit B, Item 137, Schedule 16 / IGA with Denver RTD, Schedule 10, ID 53	Lane Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n-Ride during Peak Periods, measured over a timeframe of one (1) month where the actual speed is fifty (50) mph or less.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly
146	Exhibit B, Item 138, Schedule 10 ID 54	Lane Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is between 40-50 miles per hour.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly
147	Exhibit B, Item 139, Schedule 10 ID 55	Lane Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is less than forty (40) miles per hour.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly
148	Exhibit B, Item 140, Schedule 10 ID 56	Lane Speed	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month where the average speed is forth-five (45 mph) or less.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly

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Operational and Technical Performance Measures

EXHIBIT C
Part 3

Prepared by LS Gallegos & Associates Inc. - As of July 15, 2015

Item No.	REF Doc.	Element	Concessionaire Expectation	Required Frequency for Routine Elements by Concessionaire	Monitoring Method HDR/LSG	Required Response Time by Concessionaire	Level of Risk	Frequency of Monitoring HDR/LSG
149	Exhibit B, Item 141, Schedule 10 ID 57	Lane Speed	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is between 35-45 miles per hour.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly
150	Exhibit B, Item 142, Schedule 10 ID 58	Lane Speed	Maintain as average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is less than thirty-five (35) miles per hour.	Continuous	Review of Concessionaire Documentation	N/A	High	Monthly
151	Exhibit B, Item 143, Schedule 10 ID 59	Travel Time	Maintain an average travel time of no more than 8.75 minutes from Pecos Street to Denver Union Station during Peak Periods measured over a rolling period of four (4) weeks.	Continuous	Review of Concessionaire Documentation	N/A	High	Every 4 weeks
152	Exhibit B, Item 150, Schedule 10 ID 31		Concessionaire to accurately gather and report on a timely basis the information required for any FHWA reporting requirement as designated by the HTPE.	Varies per requirement.	Review of Concessionaire Documentation	N/A	Medium	Per requirement.