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## PUBLIC-PRIVATE PARTNERSHIP

### COOPERATIVE AGREEMENT

THIS PUBLIC-PRIVATE PARTNERSHIP COOPERATIVE AGREEMENT (“Agreement”), is effective as of \_\_\_\_\_, 2010, is made by and between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as the “STATE,” and the Metropolitan Transportation Commission, a local public agency formed pursuant to California Government Code Sections 66500 *et seq.*, referred to herein as the “MTC.”

### RECITALS

1. The STATE and the MTC, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (“SHS”) within the nine counties in the San Francisco Bay Area.
2. The STATE and the MTC mutually desire to create a network of one or more express lane facilities (also known as high occupancy toll lanes or value pricing high occupancy vehicles lanes) on the SHS in the San Francisco Bay Area, referred to herein individually and collectively as the “PROJECT.” The parties anticipate that the SHS lanes making up the PROJECT may include existing express lanes, new lanes operated as express lanes and the conversion of existing high occupancy vehicle lanes into express lanes.
3. The STATE and the MTC, pursuant to Streets and Highways Code section 143(c)(1), are authorized to cooperate and work together to consider a public-private partnership (“P3”) as a delivery method for the PROJECT.
4. The MTC, pursuant to Government Code section 64100 *et seq.*, is authorized to pursue tolling and bond financing opportunities for the PROJECT through the California Transportation Financing Authority (“CTFA”) and California Infrastructure and Economic Development Bank (“I-Bank”).
5. It is the intent of the parties to create a relationship and establish the framework to analyze optimal methods for designing, constructing, financing, delivering, operating and/or maintaining the PROJECT. The resulting analysis shall include an assessment of the MTC’s potential use of Public-Private Partnership (“P3”), CTFA, I-Bank, and other innovative project delivery methods (“METHODS”) as an alternative to the MTC’s conventional project delivery methods, and shall lay the foundation for working together if one or more of the METHODS are determined to be the best project delivery method for the PROJECT.
6. The parties intend in entering into this Agreement (also known as a Level 1 Work Cooperative Agreement) to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the parties (all as further set forth herein), including the goal of determining whether to pursue the PROJECT using one of the METHODS.

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7. The parties intend to perform the work necessary to accomplish the aforementioned goal ("LEVEL 1 WORK").
8. Each party intends to cooperate with the other party to accomplish the work under this Agreement.
9. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding ("MOU") or agreement relating to the PROJECT and the subject matter of this Agreement.
10. This Agreement is the first of three (or more) levels of agreements that the parties will enter into if the parties decide to pursue the PROJECT through one of the METHODS. If, based on the LEVEL 1 WORK, the parties decide to pursue the PROJECT using one or more of the METHODS, the parties expect to negotiate and execute a Level 2 Work Cooperative Agreement that will outline the relationship of the parties regarding the PROJECT from the preparation and submission of a project proposal report to the California Transportation Commission through financial close of the PROJECT. In a third agreement, required if the parties decide to pursue one or more portions of the PROJECT as a P3, a Level 3 Work Cooperative Agreement may address the relationship of the parties from financial close of the PROJECT through reversion.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by the STATE and the MTC as follows.

## **SECTION I**

### **DECISION MAKING**

1. The parties agree that the MTC shall be the LEAD AGENCY under this Cooperative Agreement for purposes of the PROJECT.
2. The LEAD AGENCY will retain overall leadership of the PROJECT and serve as the primary public interface for the PROJECT.
3. The STATE and the MTC will each establish and staff a Project Steering Committee to serve as a management and working group in order to make decisions and to ensure coordination of the LEVEL 1 WORK.
4. The STATE and the MTC agree to the LEVEL 1 WORK, as set forth in the Work Plan attached as Exhibit A.
5. The STATE and the MTC agree to the allocation of resources to the LEVEL 1 WORK, as set forth in the Work Plan.
6. As part of a joint effort, the LEAD AGENCY shall synthesize the output from the LEVEL 1 WORK and, in cooperation and consultation with the STATE, prepare a project report ("Project Report") that assesses the business case and the delivery options for the PROJECT and applies screening criteria to the PROJECT, including a review of draft comparative financial analyses that assess the METHODS.

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7. Based on the contents of the Project Report, the LEAD AGENCY shall make a decision, in consultation with and concurrence of the STATE, as to the whether one or more portions of the PROJECT will move forward as a P3 and/or one of the other METHODS. If the PROJECT moves forward as a P3, the LEAD AGENCY shall make a decision, in consultation with and concurrence of the STATE, as to the type of P3 that is most suitable to the PROJECT. In making these decisions, the LEAD AGENCY will give consideration to the following:
  - (a) whether the PROJECT will improve mobility by improving travel times or reducing the number of vehicle hours of delay in the affected corridor;
  - (b) whether the will improve the operation or safety of the affected corridor;
  - (c) whether the PROJECT will provide quantifiable air quality benefits for the region in which the PROJECT is located;
  - (d) whether the will address a known forecast demand;
  - (e) the financial merits of the PROJECT;
  - (f) PROJECT scope and suitability;
  - (g) market interest in the PROJECT;
  - (h) whether the PROJECT meets high-priority transportation needs;
  - (i) whether there is substantial public and political support for the PROJECT;
  - (j) the environmental readiness of the PROJECT;
  - (k) whether a P3 provides greater value (incl. speed of delivery) than a conventional procurement; and
  - (l) the cash management or revenue generation potential of the PROJECT.

## SECTION II

### SOURCES AND USES OF FUNDS

1. The parties determined the funding available for LEVEL 1 WORK. The sources of the funds and allocation of the funds for each party's use is set forth in Exhibit B. The parties also agreed to a budget for the LEVEL 1 WORK, allocated among the major categories of LEVEL 1 WORK. The budget and the parties responsible for paying for major categories of LEVEL 1 WORK are included in Exhibit B. Should a party responsible for paying for any major category of LEVEL 1 WORK determine that the funds needed to pay for a category are insufficient or unavailable, that party will take immediate steps to secure the funding or monies required to fulfill their funding responsibilities.
2. The MTC shall administer funds identified as PROJECT funds in Exhibit B ("PROJECT FUNDS").

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3. Each party shall be responsible for paying for the work assigned to the party in Exhibit A out of the funds allocated to the party in Exhibit B, provided, however, that to the extent the MTC is charged with administering PROJECT FUNDS, the STATE may request the MTC to pay the STATE's consultants directly in accordance with the process set forth in Exhibit C, and provided further that each party agrees to reimburse the other for costs incurred as set forth in Exhibit C.
4. If at any time it is determined that the funding available from any source will be less than anticipated in Exhibit B, the parties shall meet and confer and either:
  - (a) revise the Work Plan to accommodate the change in funding;
  - (b) re-allocate funds among the major categories of LEVEL 1 WORK;
  - (c) obtain additional funding; or
  - (d) take such action as the parties may agree.

Any such changes to the Work Plan or funding will be recorded in an amendment to the Agreement.

5. The LEAD AGENCY shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the parties, including support data for costs proposals (to the extent received from consultants), and make such materials available at the respective offices of the LEAD AGENCY and its consultants at all reasonable times during the contract period and for four years from the date of termination of this Agreement or the termination of any Level 2 Work Cooperative Agreement or Level 3 Work Cooperative Agreement for the PROJECT, whichever is later. The STATE and any duly authorized representative of the Federal government will have access to the books, records, and documents of the MTC that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
6. The STATE will retain the books, documents, papers, accounting records and other documents pertaining to the STATE's duties and responsibilities under the PROJECT and will make such materials available at all reasonable times to the LEAD AGENCY during the contract period and for four years from the date of termination of this Agreement or the termination of any Level 2 Work Cooperative Agreement or Level 3 Work Cooperative Agreement for the PROJECT, whichever is later. The LEAD AGENCY and any duly authorized representative of the Federal government will have access to the books, records, and documents of the STATE that are pertinent to this Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **SECTION III**

### **WORK PLAN AND WORK ALLOCATION**

1. The Work Plan for the LEVEL 1 WORK for the PROJECT is set forth in Exhibit A. Each party shall perform the tasks, duties and responsibilities that are is designated or

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assigned to that party in the Work Plan, provided, however, the parties may reallocate LEVEL 1 WORK and the related expenses, by mutual written agreement.

2. The parties agreed to the schedule for the LEVEL 1 WORK, and the schedule is attached as Exhibit D. Each party shall commit the resources required to perform their respective tasks, duties and responsibilities in accordance with the schedule.
3. The LEAD AGENCY shall designate a Project Manager to represent the LEAD AGENCY, and the Project Manager shall manage activities relating to the PROJECT (including without limitation the WORK PLAN and schedule) and the Project Manager shall review the work of the STATE during term of the Agreement. The Project Manager shall also manage and channel all communications between the LEAD AGENCY and the STATE. The STATE shall designate a representative through whom all communications between the STATE and the LEAD AGENCY shall be channeled.
4. To ensure that the work under this Agreement progresses in accordance with the schedule in an efficient and well coordinated manner, the STATE and the MTC will adopt an integrated team concept for performing the LEVEL 1 WORK.
5. The parties shall each provide PROJECT-specific consultant support, including engineering, finance, legal and related services. Each party shall be reimbursed for the staff and consultant work performed on behalf of or at the written direction of the other party, provided the other party agrees in writing to the amount and rate of reimbursement prior to performance of the work by such other party or its consultants. Invoicing and payment shall be made in accordance with Exhibit C.
6. The parties shall work together to finalize operations and design principles to expedite implementation of the PROJECT in conformance with the statewide Managed Lanes Guidelines.
7. Consistent with section 64110(b)(2) of the Government Code, the STATE and the MTC shall cooperate (i) regarding the MTC's potential pursuit of tolling and bond financing for the PROJECT under Government Code section 64100 *et seq.* and (ii) to ensure that the PROJECT is consistent with the needs and requirements of the state highway system.
8. As needed, the STATE shall cooperate with the MTC to prepare an application to the California Transportation Commission for authority to develop and operate one or more portions of the PROJECT under section 149.7 of the Streets and Highways Code.
9. The MTC agrees to consider any request by the STATE to discontinue the services of any of the MTC-retained consultant personnel considered by the STATE to be unqualified based on credentials, professional expertise, or failure to perform in accordance with scope of work and/or other pertinent criteria.
10. Subject to Section III.5, each party shall make their consultants and the consultants' work product available to the other party, provided however, nothing in this section shall obligate the parties to make such consultants or work product available if doing so would result in a waiver of the attorney-client privilege or work product doctrine. Furthermore, each party shall provide the other party with access to and review of the disclosing party's records and reports pertaining to the PROJECT's costs and revenue projections, calculations and estimates, including draft and final traffic and revenue studies, detailed

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cost breakdowns, and existing historic data supporting the cost and revenue estimates. Any such work product disclosed will be held in confidence pursuant to Government Code section 6254.5(e).

11. The LEAD AGENCY shall provide the STATE with written monthly progress reports during the period of the PROJECT being administered under this Agreement.
12. Prior to a party assigning a task under the Work Plan to a consultant, the parties will agree to conflict of interest restrictions, if any, applicable to such consultant as a result of the work.
13. If the Project Report recommends pursuing one or more portions of the PROJECT as a P3 and/or through one of the other METHODS and the parties mutually agree to pursue such portion(s) of the PROJECT as a P3 or one of the other METHODS, the parties will execute a Level 2 Work Cooperative Agreement. The Level 2 Work Cooperative Agreement will address, among other matters:
  - (a) the lead agency for the Level 2 Work;
  - (b) sources and allocations of funds;
  - (c) budget;
  - (d) schedule;
  - (e) work plan and allocation of responsibilities;
  - (f) the work needed to be performed to prepare a project proposal for presentation to the California Public Infrastructure Advisory Committee and any additional work directed by the Public Infrastructure Advisory Commission;
  - (g) the work needed to be performed to prepare a project proposal for presentation to the CTFA and any additional work directed by the CTFA;
  - (h) the work needed to be performed to prepare a project proposal for submittal to the I-Bank and any additional work directed by the I-Bank.
  - (i) the work needed to be performed to prepare a project proposal report for the PROJECT for presentation to the California Transportation Commission;
  - (j) completion and submission of the project proposal report to the California Transportation Commission;
  - (k) preparation and issuance of procurement documents, including technical specifications and a design and construction oversight plan;
  - (l) proposal process activities;
  - (m) evaluation of proposals and selection of private partner; and
  - (n) preparation, negotiation and execution of an agreement (including all exhibits and other attachments) with a contractor and/or private partner; and

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- (o) if applicable, negotiation and execution of a Level 3 Work Cooperative Agreement, which agreement shall include all work associated with the PROJECT from financial close of the PROJECT through reversion of the PROJECT to the STATE or the MTC.
14. Unless otherwise addressed in a Level 2 Work Cooperative Agreement, upon completion of all LEVEL 1 WORK performed under this Agreement, ownership and title to all engineering reports, documents, plans, and estimates produced as part of the PROJECT, will automatically be vested in the MTC, and no further agreement will be necessary to transfer ownership to the MTC. The STATE may retain copies of work performed provided that the STATE obtains the MTC's concurrence for any further use of the work product.

## SECTION IV

### GENERAL CONDITIONS

The STATE and the MTC agree to the following General Provisions:

1. The terms of this Agreement supersede, to the extent of any conflict, all prior agreements between the STATE and the MTC relating to the PROJECT.
2. All obligations of the STATE and the MTC under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission as to the STATE and by the MTC's governing board as to the MTC. The California Transportation Commission will have exclusive jurisdiction relating to selection of the PROJECT pursuant to Streets and Highway section 143.
3. Signed and itemized invoices shall be submitted on a monthly basis to the LEAD AGENCY, in triplicate, with specific details of all costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by the LEAD AGENCY. Each invoice shall be submitted to the LEAD AGENCY'S Project Manager for approval and forwarding to the appropriate accounting office for payment.
4. Neither the STATE nor any officer or employer thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the MTC under or in connection with any work, authority or jurisdiction conferred upon the MTC under this Agreement. It is understood and agreed that, the MTC will fully defend, indemnify, and save harmless the STATE and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted by the MTC under this Agreement.
5. Neither the MTC nor any officer or employer thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction conferred upon the STATE under this Agreement. It is understood and agreed that, the STATE will fully defend, indemnify, and save harmless the MTC and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under,

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including but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted by the STATE under this Agreement.

6. The STATE shall furnish the LEAD AGENCY with all necessary copies of work performed relating to the PROJECT.
7. The parties shall agree on a protocol for compliance with the California Public Records Act in carrying out the work plan.
8. If any party receives a public records request pertaining to the PROJECT, that party will notify the other party within five working days of receipt and make the other party aware of any potentially-disclosable public records. No records will be disclosed prior to the time a response is required pursuant to the Government Code sections 6250 et seq in order to allow the parties to consult with one another regarding the request. If a basis for doing so exists, the party receiving the request will implement the up-to-14-day extension described in Government Code section 6253, subdivision (c).
9. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities that is different from the standard of care imposed by law.
10. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. Neither party may assign or attempt to assign their respective rights, duties and obligation under this Agreement to a party that is not a signatory to this Agreement, except with the prior written consent of the other party. Any such assignment or attempted assignment is void and shall have no force or effect.
12. Any ambiguity contained in this Agreement will not be interpreted against the Parties. The Parties waive the provisions of Civil Code section 1654.
13. If any legal action, arbitration or other judicial proceeding is brought based on an alleged dispute, breach, default, or misrepresentation regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and the other costs incurred in that action or proceeding. The prevailing party or parties shall also be entitled to obtain any other relief to which the prevailing party or parties may be entitled.
14. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, (i) said provision shall be interpreted in a manner that will eliminate only the part of the provision that is invalid or unenforceable and that will give effect to the intent of the parties as discerned from the remaining provisions of this Agreement, (ii) the remainder of this Agreement shall remain in full force and effect, and (iii) all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

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15. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns. This Agreement is not intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
16. Nothing in this Agreement, whether express or implied, is intended to modify, abridge or otherwise affect the design, construction, or operation of value pricing high occupancy vehicle lanes by the Sunol Smart Carpool Lane Joint Powers Authority (Sunol JPA), the Alameda County Congestion Management Agency (ACCMA), or the Santa Clara Valley Transportation Authority (VTA). Likewise, nothing in this Agreement, whether express or implied, is intended to modify, abridge or otherwise affect the cooperative agreement between the Bay Area Toll Authority (BATA) and the Sunol JPA for the operation of the I-680 express lanes, dated January 1, 2010, or any other similar cooperative agreement between BATA and ACCMA or BATA and VTA for the operation of their express lanes.
17. No waiver of any term, covenant or condition of this Agreement shall be effective unless the waiver is made in writing and executed by all the parties. No failure to enforce a term, covenant or condition of this Agreement shall be deemed to be a waiver of the term, covenant or condition. No waiver of any term, covenant or condition shall imply or constitute a waiver of any other term, covenant or condition. Unless otherwise stated in the waiver, no waiver of a provision of this Agreement shall constitute a continuing waiver.
18. This Agreement, together with the exhibits attached hereto, represents the entire agreement of the parties hereto related to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are superseded and of no force and effect. This Agreement may be modified only in a writing signed by authorized representatives of the parties. There are no oral or written collateral representations, agreements or understandings except as provided herein. Each party acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained in this Agreement.
19. All exhibits and other documents attached to this Agreement are hereby incorporated into this Agreement by this reference.
20. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one agreement. Signatories may execute this Agreement through individual signature pages provided that each signature is an original. This Agreement is not fully executed until all exhibits, attachments, and original signatures are attached.
21. This Agreement shall terminate upon \_\_\_\_\_ or reversion of the PROJECT assets to the STATE or MTC (as applicable), whichever is later.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA,  
acting by and through its  
Department of Transportation

METROPOLITAN TRANSPORTATION  
COMMISSION

Department of Transportation

Executive Director

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to Form and Procedure

Approved as to Form

By: \_\_\_\_\_  
Attorney

By: \_\_\_\_\_  
MTC Office of General Counsel

Certified as Form and Procedure

By: \_\_\_\_\_  
Accounting Administrator  
Certified as to Funds

By: \_\_\_\_\_  
District Budget Manager

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## EXHIBIT A

### LEVEL 1 WORK PLAN

BUDGET CATEGORY	ACTIVITY/OUTCOME	RESPONSIBILITY		RESOURCE
		STATE	MTC	
MTC – Develop PSR	1. Outline PSR/PR scope and approach		X	MTC Consultant & Staff
MTC – Develop PSR	2. Develop draft/final PSR/PR		X	MTC Consultant & Staff
MTC – Develop PSR	3. Bi-weekly PDT meetings			MTC Consultant & Staff
Caltrans – PSR Oversight	3. Bi-weekly PDT meetings	X	X	Caltrans Staff (funded through Coop)
Caltrans – PSR Oversight	4. Provide oversight during development of draft PSR/PR	X		Caltrans Staff (funded through Coop)
Caltrans – PSR Oversight	5. Approve PSR/PR	X		Caltrans Staff (funded through Coop)
MTC – Delivery Strategy	6. Develop Network delivery strategy		X	MTC Consultant & Staff
MTC – Delivery Strategy	7. Prepare application(s) to the CTC and/or CTFA for authority to implement or finance express lanes		X	MTC Consultant & Staff
Caltrans – Delivery Strategy	8. Make recommendation(s) to CTC on application(s) submitted to the CTC as required under statute	X		Caltrans Staff

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## EXHIBIT B

### FUNDING INFORMATION AND BUDGET

#### FUNDING INFORMATION

<b>FUNDING SOURCE</b>	<b>TOTAL AVAILABLE AMOUNT</b>	<b>FOR STATE'S USE</b>	<b>FOR MTC'S USE</b>
MTC Funds (AB 1171 Bridge Tolls)	\$1,400,000	\$500,000	\$900,000
<b>TOTAL</b>	<b>\$1,400,000</b>	<b>\$500,000</b>	<b>\$900,000</b>

#### BUDGET

<b>LEVEL 1 WORK BUDGET CATEGORY</b>	<b>BUDGETED AMOUNT</b>
MTC – Develop PSR	\$500,000
Caltrans – PSR Oversight	\$500,000
MTC – Delivery Strategy	\$400,000
<b>TOTAL</b>	<b>\$1,400,000</b>

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## EXHIBIT C

### PAYMENTS AND REIMBURSEMENTS OF COSTS

#### 1. Payment of STATE Consultant Costs with PROJECT FUNDS

Subject to MTC's prior written approval, STATE may request MTC, as the administrator of Project Funds, to pay STATE consultants directly for work performed, subject to the following procedure.

- (a) STATE's consultant shall submit invoices to both STATE and MTC.
- (b) STATE shall review the invoice in accordance with the terms of the contract between STATE and consultant.
- (c) STATE shall advise MTC in writing as to the amount payable on the invoice.
- (d) MTC shall pay the consultant directly within thirty (30) days of STATE advising MTC of the amount payable on the invoice.

#### 2. Reimbursement of STATE by MTC

MTC shall reimburse STATE for the following costs incurred by STATE in the course of implementing the PROJECT:

- (a) Staff costs associated with oversight of the PSR.

STATE shall submit to MTC signed itemized invoices monthly, in triplicate, with specific details of all costs incurred during the period of the invoice. Invoices will meet format and content requirements specified by MTC. Each invoice shall be submitted to MTC's Accounting Department with a copy to the MTC Project Manager.

MTC shall pay STATE on approved invoices within 30 days of receipt of each monthly billing from STATE

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## EXHIBIT D

### SCHEDULE

ACTIVITY/OUTCOME	COMPLETION DATE
1. Outline PSR/PR scope and approach	October 15, 2010
2. Develop draft/final PSR/PR	July 1, 2011
3. Bi-weekly PDT meetings	August 1, 2011
4. Provide oversight during development of draft PSR/PR	August 1, 2011
5. Approve PSR/PR	August 1, 2011
6. Develop Network delivery strategy	April 1, 2011
7. Prepare application(s) to the CTC and/or CTFA for authority to implement or finance express lanes	September 1, 2011
8. Make recommendation(s) to CTC on application(s) submitted to the CTC as required under statute	September 1, 2011