Japan Expressway Holding and Debt Repayment Agency

Tokyo, Osaka, September-October 2008

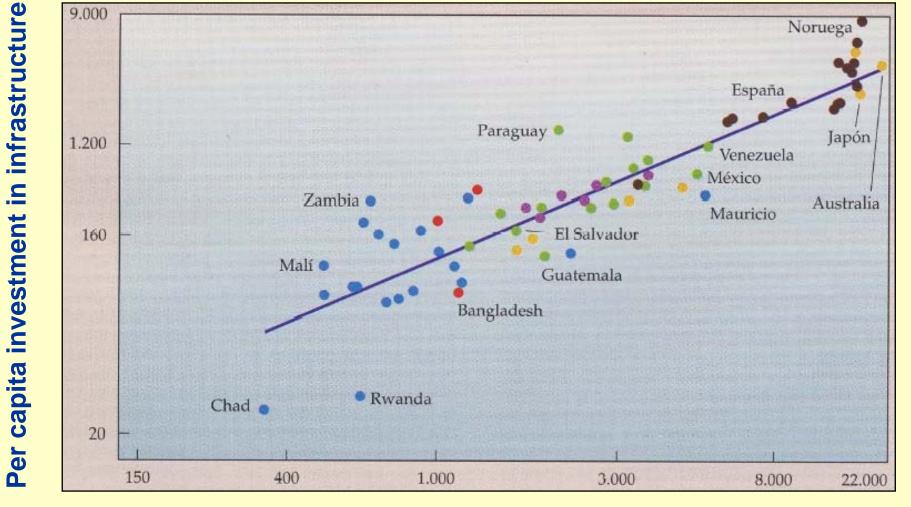
The Current Trend of Global Toll Road Business

José Manuel Vassallo Professor on Transport Economics



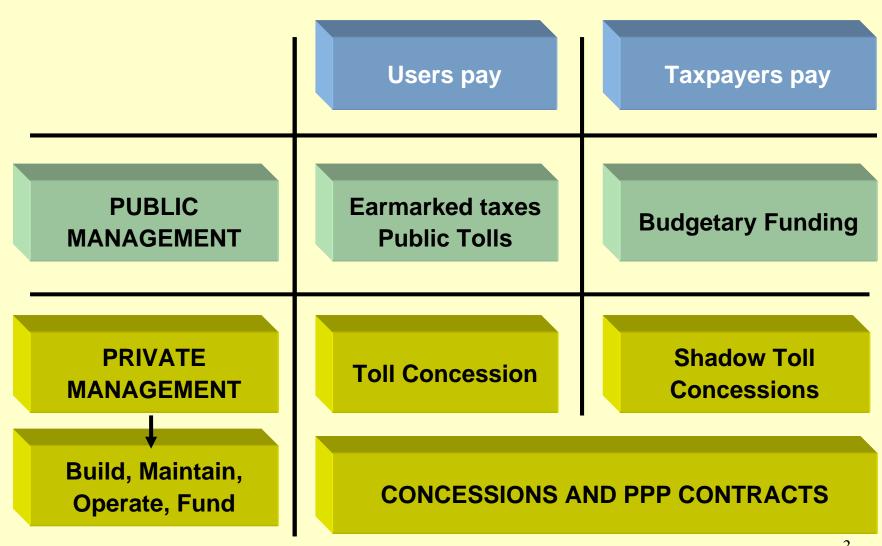
CENTRO DE INVESTIGACIÓN DEL TRANSPORTE UNIVERSIDAD POLITÉCNICA DE MADRID

Infrastructure and Economic Development



GDP per capita 1990 (in \$ PPA)

Highway Management Mechanisms



Characteristics of PPP Contracts (I)

- According to the Green Paper on PPPs published by the European Union (2004):
 - Long duration of the relationship between the public and the private sector
 - The project should be funded at least in part by the private sector
 - The private sector should take part in the design, construction or upgrade, and operation
 - A risk distribution between the public and the private sector should be established

Characteristics of PPP Contracts (II)

- PPP Contracts can be classified in:
 - Contractual PPPs
 - Refers to a partnership based solely on contractual links between the different players
 - i.e. concession contracts, DBFO Contracts
 - Institutionalized PPPs
 - Involve the establishment of an entity held jointly by the public partner and the private partner

Characteristics of PPP Contracts (III)

- Main reasons to implement PPPs:
 - Circumvent Budgetary Constraints
 - Increase Technical Efficiency by:
 - Taking advantage of the private sector skills
 - Integrating the design, construction, and operation phases
 - Increase quality of service

Concession Contracts (I)

MAIN CHARACTERISTICS OF CONCESSION CONTRACTS

- 1. The private sector carries out the ultimate design of the project
- 2. The construction and operation costs are financed by the private company which was granted the concession
- 3. The assets always belong to the government
- 4. Most of the risks are transferred to the private company
- 5. The private company has the right to collect tolls and the obligation to maintain and operate the highway for a period of time contractually agreed in advance
- 6. A user fee is the main revenue source

Concession Contracts (II)

- Private capital for investment in infrastructure is now "in fashion"
- From 1985 to 2007 400,000 M€ were invested in Transportation, Water and Public Facilities though concession contracts:
 - 240,000 in Europe, US and Canada
 - 100,000 in Asia
 - 50,000 in Latin America
 - 10,000 in Africa

Present trends regarding concessions (I)

- Europe is recovering the concession model
 - PFI at full speed in the UK
 - Spain passes a new Concessions Law
 - Eastern countries implement toll road concessions
- A major default in Argentina is reducing the implementation of concessions in South America
- USA and Canada are implementing huge Brownfield tenders:
 - Chicago Skyway
 - Indiana Toll Road
 - Pennsylvania Highway

Present trends regarding concessions (II)

- Major Construction Groups are becoming DEVELOPERS
- Pure international construction \rightarrow an impossible market
- Spanish Groups are becoming international leaders
- Other players are coming into the business:
 - Investment Funds for infrastructure
 - Toll highways with plenty of cash

Three key issues of concession contracts

• TENDER

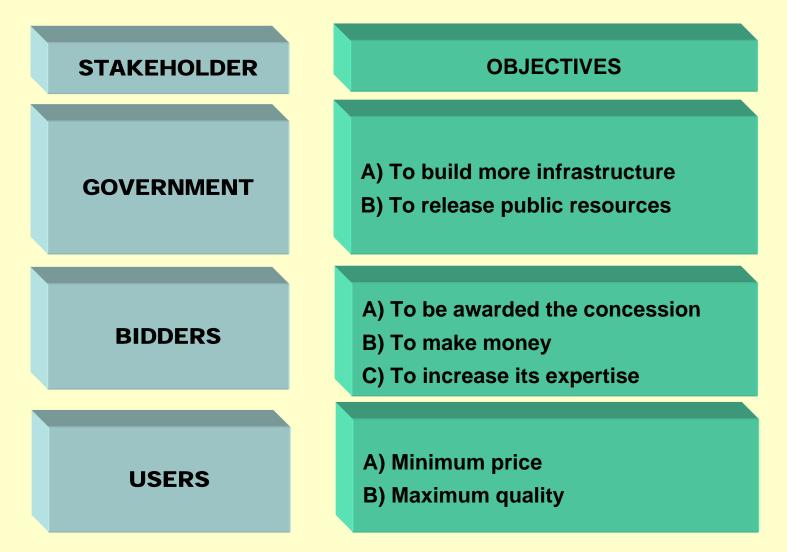
- To award the concession to the most efficient consortium
- To ensure that the profitability of the concessionaire equals its cost of capital
- REGULATION
 - To grant quality to the users
 - To preserve the Public Interest
- RISK ALLOCATION
 - To align incentives and abilities
 - To be fair

Concession Tender (I)

- Objectives of the TENDER
 - Promote Competition. "Competition for the market" instead of "competition in the market"
 - To choose the most efficient consortium from the social point of view
- Selection is based on what is declared by the bidders in the offer
 - Problems of Asymmetries of Information

Concession Tender (II)

Objectives of the Tender Process



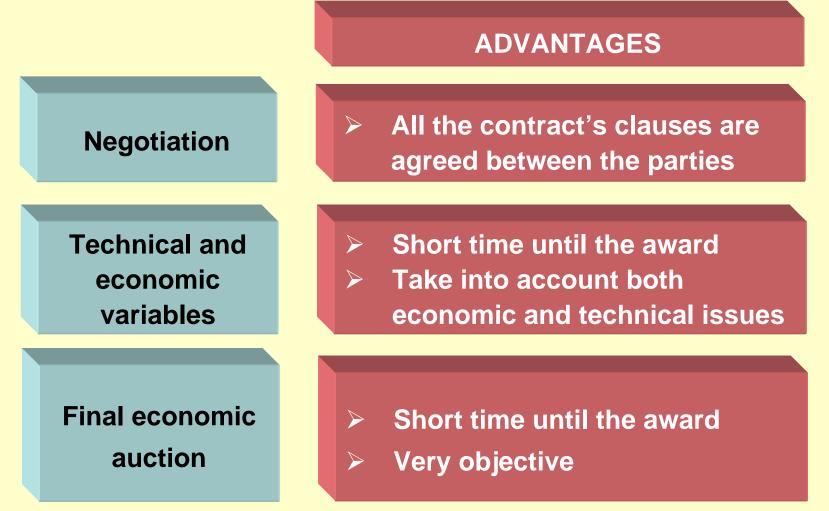
Concession Tender (III)

Different Models

TENDERING MODELS

DBFO in the UK	Concessions in Spain	Concessions in Chile
 Closed Prequalification Negotiation 	 Requirements to bid Combination of technical and economic criteria 	 Open Prequalification Technical evaluation Economic auction

Concession Tender (IV)



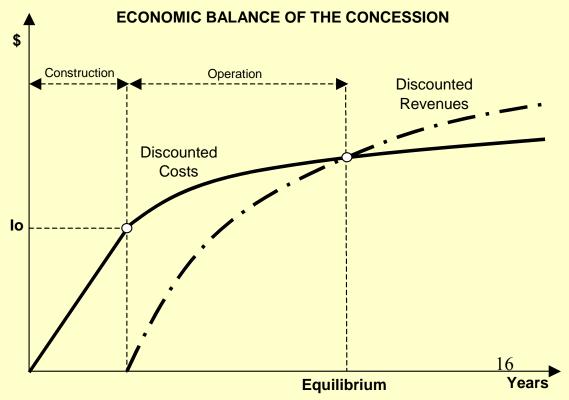
How the concessionaires bid? (I)

Economic Balance of a Concession Contract

$$I_{o} - S = \sum_{i=1}^{i=n} \frac{(p_{i} \cdot q_{i}(p_{i}) - c_{i} - t_{i})}{(1 + \alpha)^{i}}$$

- S: Upfront subsidy
- Cost of capital of the project
- n: Concession term
- p_i : Price for year i
- q_i : Annual traffic in year i
- c_i : Operation and maintenance cost in year I lo
- t_i : Corporate taxes in year i

$$I_{o} + \sum_{i=1}^{n} \frac{c_{i} + t_{i}}{(1 + \alpha)^{i}} = \sum_{i=1}^{i=n} \frac{(p_{i} \cdot q_{i}(p_{i}))}{(1 + \alpha)^{i}}$$



How the concessionaires bid? (II)

If there is competition, the expected profitability should be equal to the weight averaged cost of capital (WACC)

$$r_{WACC} = (1 - t_c) \frac{D}{V} r_d + \frac{E}{V} r_e$$

D: Debt value*E*: Equity value*V*: Firm Value

 r_d : Debt cost r_e : Equity cost t_c : Profit Taxes

How the concessionaires bid? (III)

Cost of Equity can be estimated through the Capital Asset Pricing Model (CAPM)

$$r_e = r_f + \beta_i (r_m - r_f)$$

 $\beta_i = \frac{\sigma_{im}}{\sigma_m^2} = \frac{\sigma_i \sigma_m \rho_{im}}{\sigma_m^2} =$

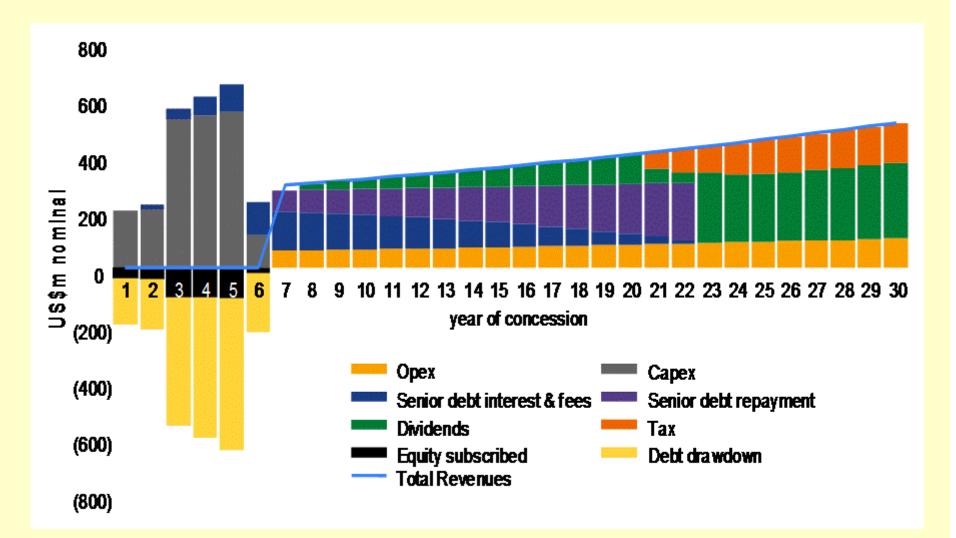
re: Cost of equity rf: Rate of return free of risk

rm: Average return of the market
β i: Beta of the project
σ i: Volatility of the project returns
σ m: Volatility of the market returns
ρ im: Correlation between the market
and the project returns

Cost of capital depends on the project risk

How the concessionaires bid? (IV)

Cash Flow of a Concession Contract



Regulation of Concessions

TWO KEY ISSUES

- Encouraging the private sector to provide the best QUALITY OF SERVICE
 - By including incentives in the contract
- 2. Protecting the PUBLIC INTEREST
 - By defining some clauses in the contract

Regulation of Quality (I)

Quality indicators applied in the last motorway concessions in SPAIN

BONUS: An extension in the contract term SAFETY INDEX CONGESTION INDEX TOLL QUEUING INDEX

PAVEMENT STATE INDEX

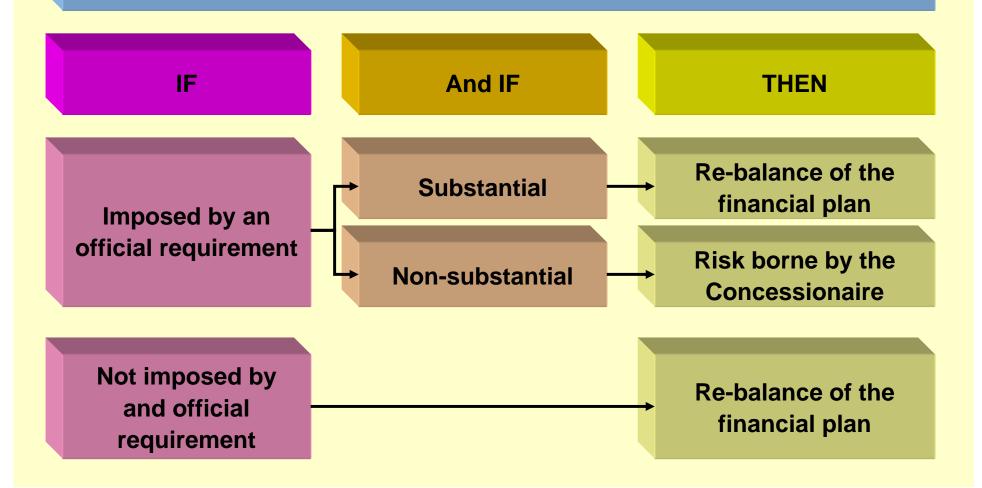
Regulation of Quality (II)

 The "progress clause", implemented in Spain, is the obligation of the concessionaire to maintain and operate the infrastructure according to technical, environmental and safety regulations that may be applicable at each moment

- It may increase substantially the operational risk due to:
 - Relevant modifications on the environmental requirements
 - Relevant changes on the technical issues required

Regulation of Quality (III)

Mechanism established in some concession contracts



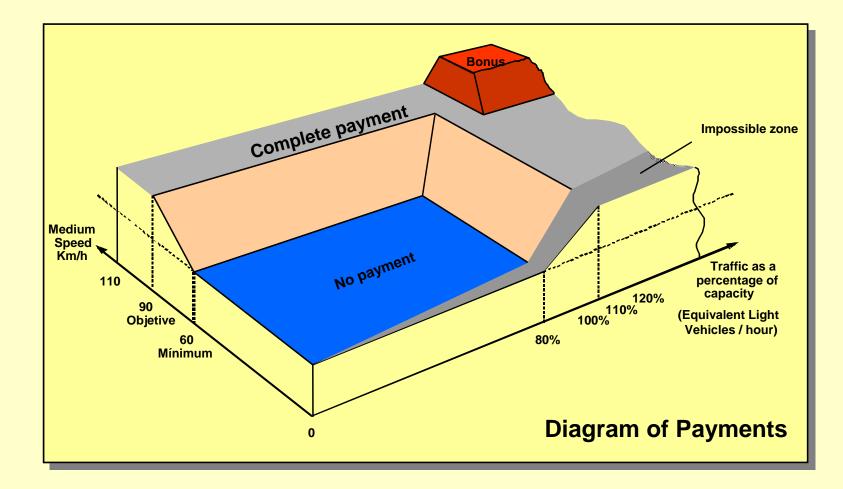
Regulation of Quality (IV)

Trend followed by DBFO contracts in the United Kingdom

		INCOME OF CONCESSION		
		SHADOW TOLL	PERCEPTION	
1 9 9 8	A1M Alconbury- Peterborough A419/417 Swindon-Gloucester	TRAFFIC BANDS: Four bands and differentiates between light vehicles and big trucks	INCREASED	
2 0 0 0	A-13 Thames Gateway (London)	TOLL DEPENDING ON: - <u>Disponibility</u> (opened lanes, hour of the day and type of vehicle) - <u>Use of big trucks</u> (band system) - <u>Coefficients</u> (accidents, level of service)	PERCEPTION OF GOVERNMENT BUYING SERVICES	
2 0 0 2	A1 Darrington-Dishford	TOLL DEPENDING ON TRAFFIC: -No payment if <u>speed</u> < 60 km/h and <u>capacity</u> < 80% - Full payment if speed > 90 km/h or capacity > 100% - A <u>Bonus</u> if both limits are achieved	AND NOT INFRAS- TRUCTURES	

Regulation of Quality (V)

Toll depending on the relationship between traffic flow and average speed (DBFO Contracts)



Protection of the Public Interest (I)

- Legal limitation of the <u>contract duration</u>:
 - 40 years for Design-Build-Maintain-Operate-Transfer in Spain
 - Extendable to 60 years if the economics of the contract are to be rebalanced according to the contract
 - 50 years in Chile
- The USA and Canada are granting concession up to 100 years long
 - The objective is to raise as much money as possible upfront
 - It is not a good practice:
 - It reduces competition
 - It gives much power to the concessionaire

Protection of the Public Interest (II)

- Maximum toll levels are often regulated in the contract
 - Adjusted to Inflation X% (in Spain X% depends on traffic)
 - The concessionaire can reduce the tolls whenever it wants
 - In urban areas the maximum tolls applicable can vary depending on the congestion of the road or the time of the day
- Giving a lot of power to the companies to fix tolls can be a dangerous practice for the government
 - Case of the ETR-407 Highway in Toronto (Canada)

Protection of the Public Interest (III)

- The government should keep the right to take over and operate the concession if:
 - The concessionaire is not able to operate the concession correctly
 - This situation may affect the users
- In any case, the government should keep the right to get the concession back whenever it wants
 - In this case the government should compensate the concessionaire

Risk Allocation in Concession Projects (I)

- It is important to <u>distinguish</u> between:
 - <u>Risk</u> \rightarrow statistical behaviour \rightarrow MANAGEABLE
 - <u>Uncertainty</u> \rightarrow unpredictable behaviour \rightarrow UNMANAGEABLE
- Risks in long-term contracts exists regardless the mechanisms implemented to mitigate them
 - Risks are merely allocated to different stakeholders

Risk Allocation in Concession Projects (II)

- General principle: "Risks should be allocated to the stakeholder best able to control them"
- Some risks have a clear stakeholder to be allocated:
 - Construction
 - Operation
- Some risks does not have a clear stakeholder to be allocated:
 - Traffic
 - Force Majeur

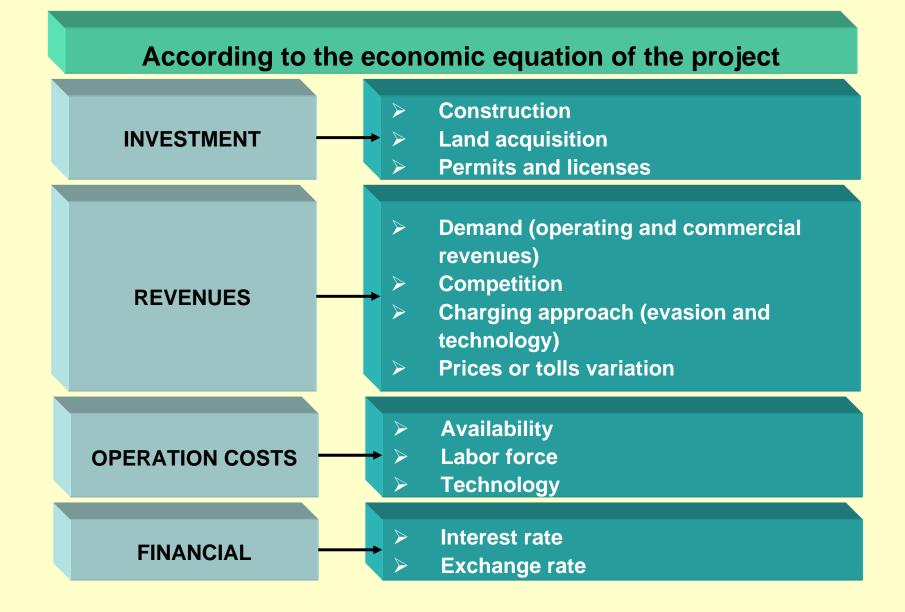
Risk Allocation in Concession Projects (III)

Only few risks in long-term contracts can be covered by

insurance companies

- Traffic risk is not insurable
- Monoline insurance companies are becoming quite popular to improve the rating of the long term contract loans
 - They require a minimum rating → they are not applicable for many developing countries

Risk Allocation in Concession Projects (IV)



Risk Allocation in Concession Projects (V)



Risk Allocation in Concession Projects (VI)

According to the stakeholder that ultimately bears the risk

Risks borne by the project itself (Sponsors)

Risks transferred to third parties through contracts

Risks that can be insured

Risks borne or mitigated by the government

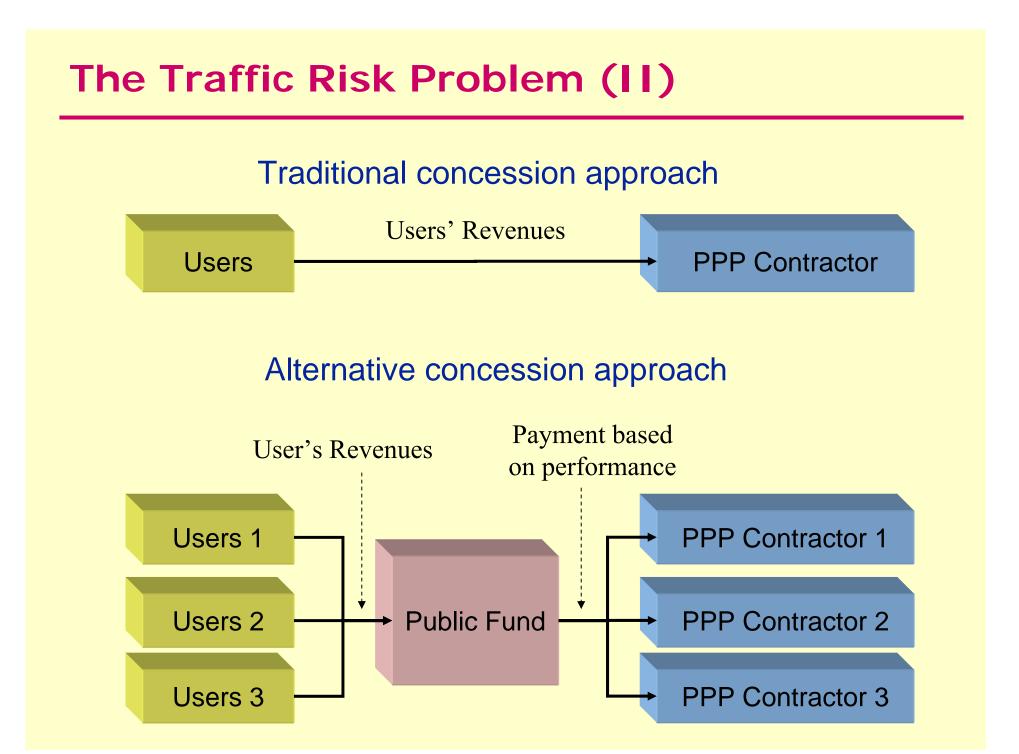
Risks covered or mitigated by the sponsors as a guarantee for the lenders

Risk Allocation in Concession Projects (VII)

- The main <u>risk allocation principles</u> of the Spanish Concession Law:
 - The private sector should take on all the market risks
 - Construction and operation risks
 - Traffic risk up to a certain level
 - <u>Risks that are difficult to manage</u> by the private sector may be mitigated:
 - The mitigation is carried out through re-balancing the economics of the concession contract if some events eventually happen
 - The re-balance of the concession contract can be in favour either the concessionaire or the government

The Traffic Risk Problem (I)

- Who can control traffic risk?
 - The government?
 - The concessionaire?
- Traffic depends on:
 - The evolution of the economy \rightarrow Difficult to manage
 - Urban development \rightarrow Difficult to manage
 - Competition \rightarrow Government in a certain way
 - Quality of service \rightarrow Contractor in a certain way



The Traffic Risk Problem (III)

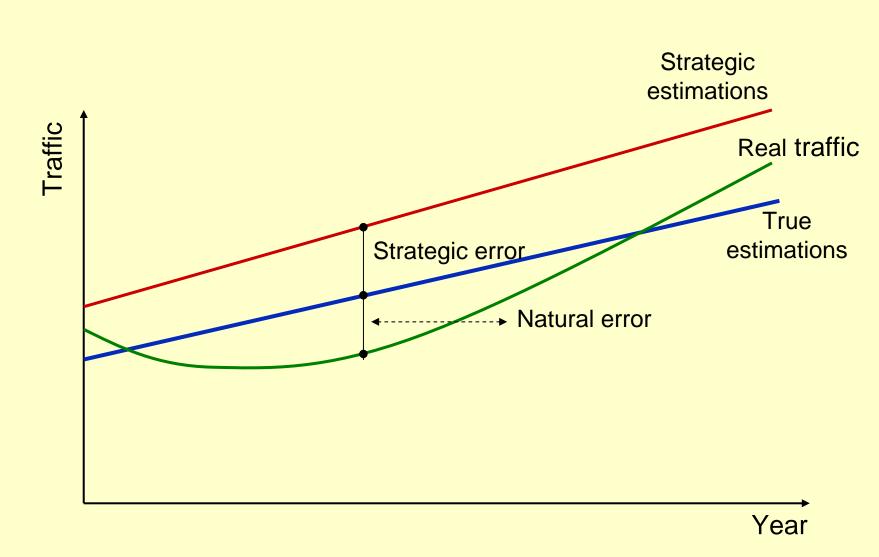
First year traffic forecast deviations in road projects

 $Deviation = \frac{Traffic(year1)}{TrafficForecasted(year1)}$

Study	Projects	Main geographical areas studied	Sample size	Mean (Real/Forec.)	Standard Deviation
Standard&Poor's (2004)	Toll roads	North America, North Europe, Asia, South Europe,	87	0.76	0.26
Baeza (2008)	Toll Roads	Spain	14	0.57	0.26
Flyvbjerg et al. (2004)	Mostly Free roads	Mostly European Union	183	1.09	0.44

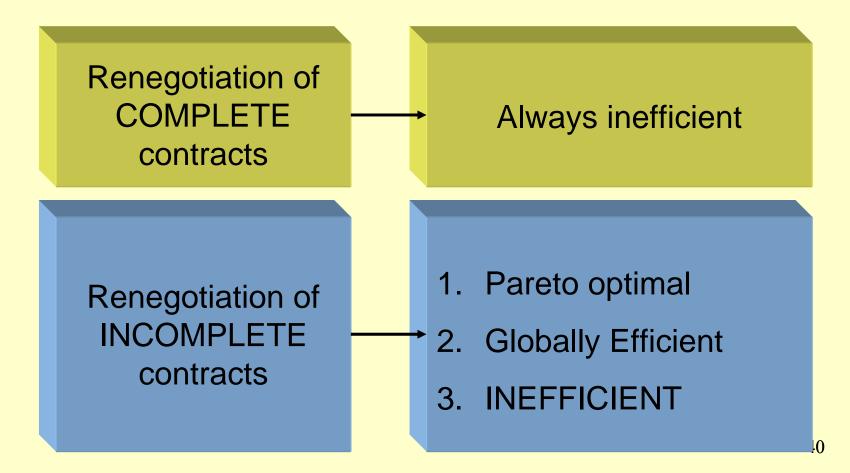
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The Traffic Risk Problem (IV)



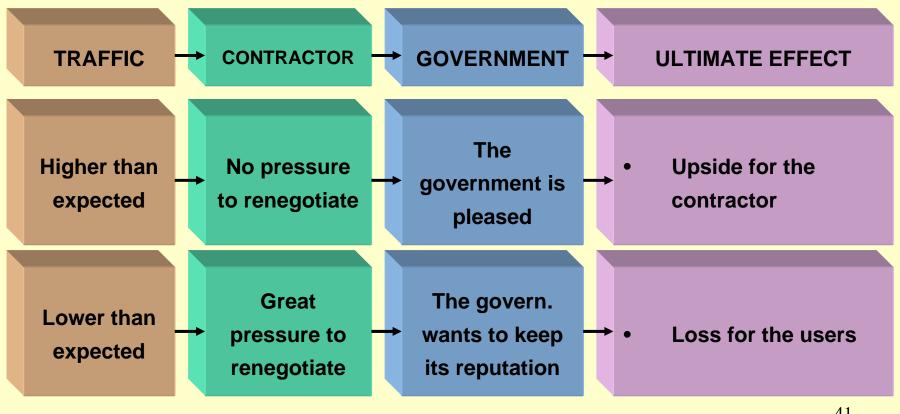
Traffic Risk and Renegotiation (I)

Contracts and renegotiation: What does the literature say?



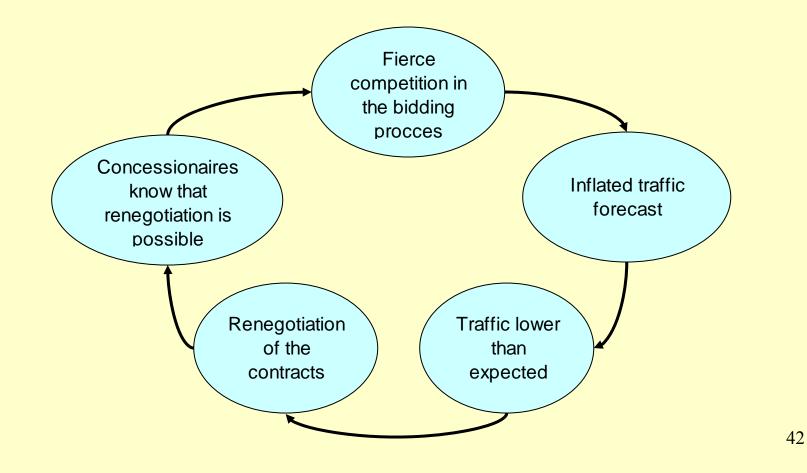
Traffic Risk and Renegotiation (II)

Asymmetric behavior when traffic risk is fully allocated to the PPP contractor



Traffic Risk and Renegotiation (III)

Vicious cycle when contractors know that renegotiation is possible



Traffic Risk Mitigation Mechanisms (I)

 Traffic risk mitigation mechanisms can be classified according to:

- The trigger variable

- Internal Rate of Return (IRR)
- Revenues
- Profits
- Etc.

- The compensation mechanism adopted

- Subsidy
- Toll modification
- Contract length modification

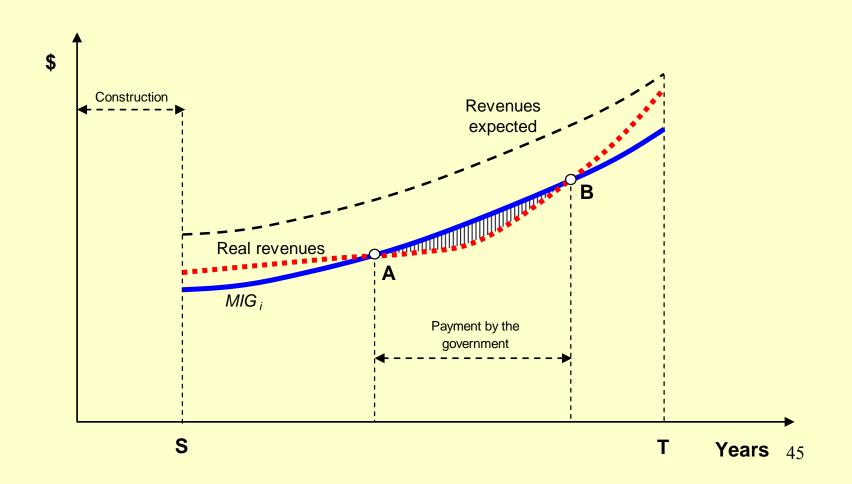
Traffic Risk Mitigation Mechanisms (II)

Classification

RISK SHARING APPROACH		TRIGGER VARIABLE			
		Annual Traffic or Revenues	Accumulative Traffic or Revenues	Profits / IRR	
7	Subsidy / payment	Approach 1: Cap and floor limits			
COMPENSATION	Toll	Approach 2 : Toll bands		Approach 4: Modification of the economic balance of the contract	
	Contract Lenght		Approach 3: Flexible duration LPVR		

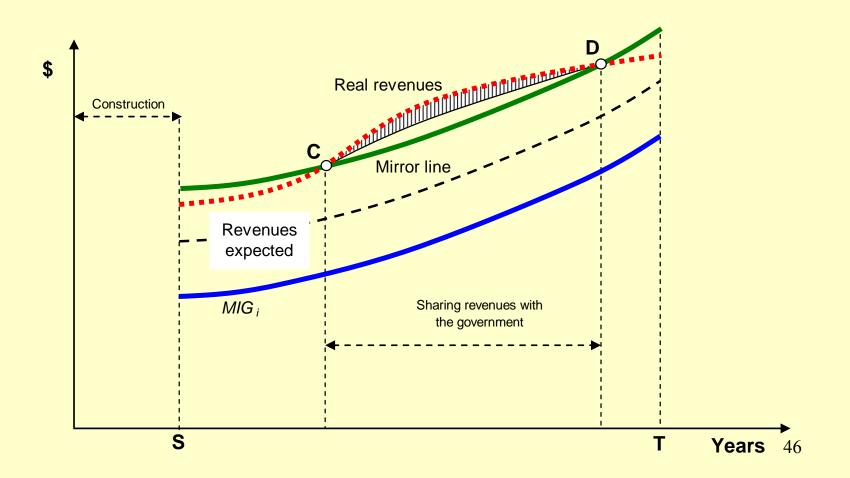
Cap and floor limits (I)

Traffic lower than expected



Cap and floor limits (II)

Traffic higher than expected



Cap and floor limits (III)

Main <u>advantage</u>:

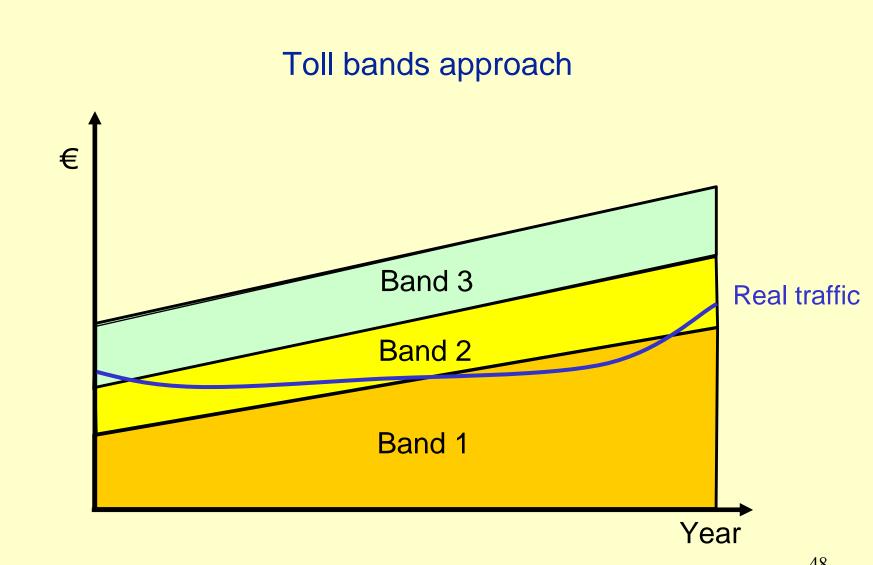
Improvement of the LENDERS' PERCEPTION of the

project \Rightarrow reduction of the financial cost

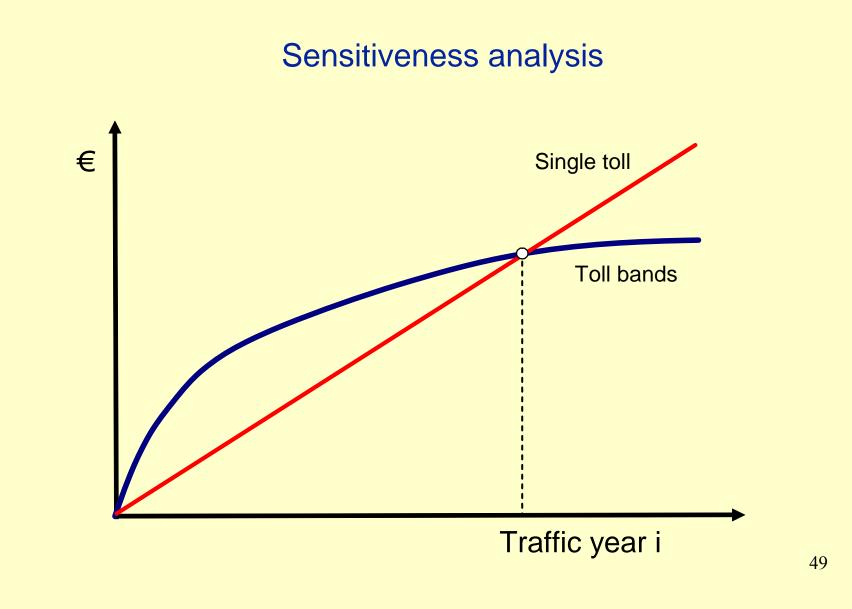
• Main drawback:

HIGH CORRELATION in case of an economic crisis
 so the government may be bearing an important risk

Toll bands (I)



Toll bands (I)



Modification of the economic balance

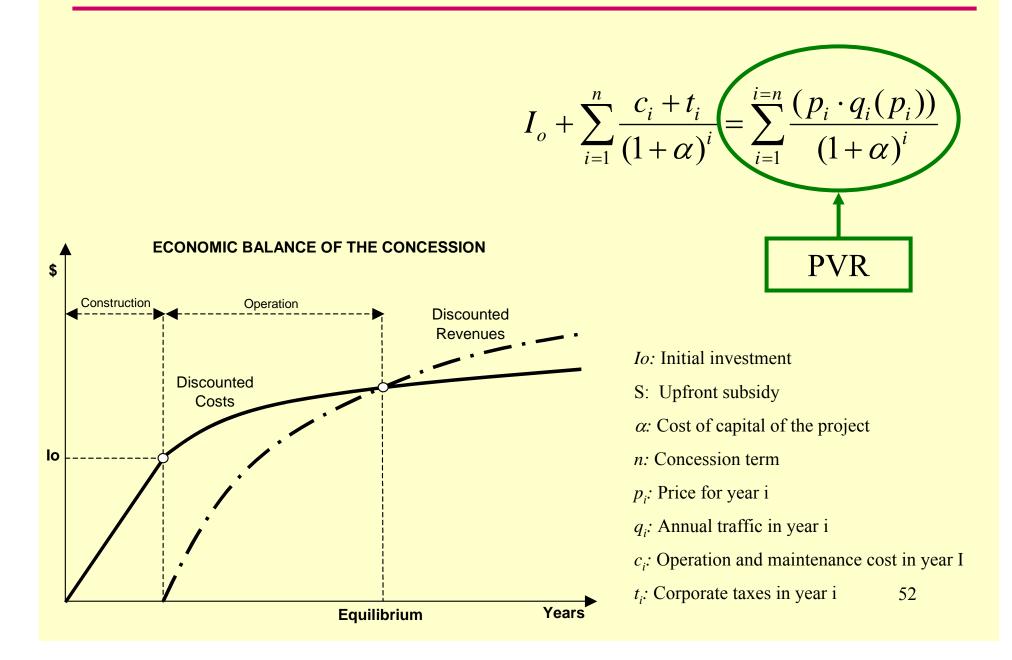
- A provision to change contract terms if a target goal is reached
 - The target goal is often fixed in terms of IRR or PROFITS
 - The compensation is usually NEGOTIATED
- Main $\underline{advantage} \rightarrow flexibility$
- Main drawbacks:
 - IRR and PROFITS are difficult to monitor by the government
 - A future NEGOTIATION may be costly and tough for the government

Contracts with flexible duration (I)

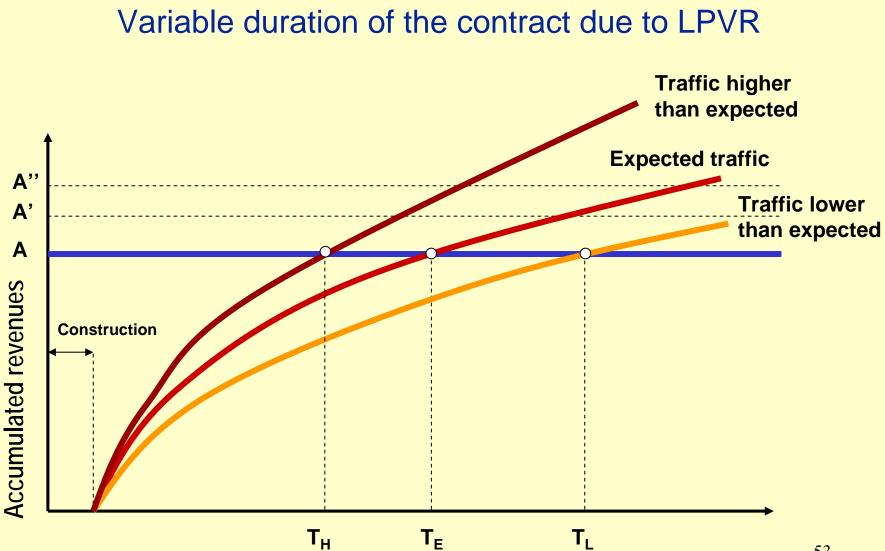
• Foundation:

- Traffic lower than expected \rightarrow extension of the contract duration
- Traffic higher than expected \rightarrow reduction of the contract duration
- These contracts have been implemented in:
 - United Kingdom: Severn Bridge
 - Portugal: Lusoponte
 - Colombia: several highway concessions
 - Chile: implementation of the "Least Present Value of the Revenues" approach in several highway concessions

Contracts with flexible duration (II)



Contracts with flexible duration (III)



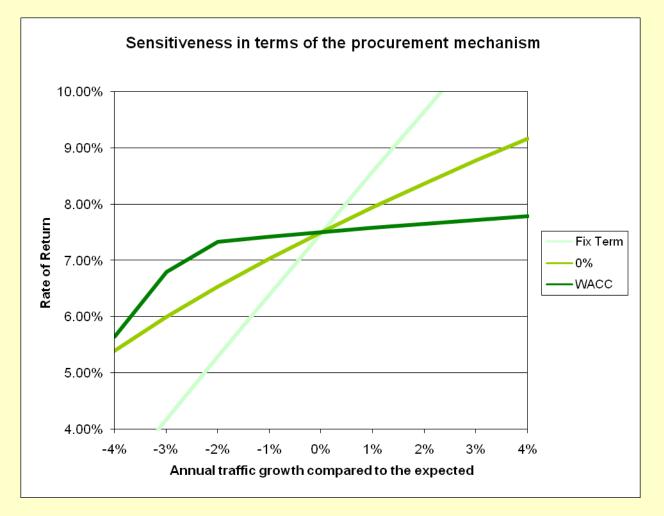
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Contracts with flexible duration (IV)

- LPVR has important advantages for the government
 - A compensation based on a variable term does not commit public resources
 - LPVR sets up a clear buy out price
 - LPVR reduces renegotiation expectations so bidders have less incentives to inflate their offers
- However LPVR was applied only few times
 - Strong opposition from private promoters
 - Upside almost inexistent
 - Possible downside is there is a maximum duration established

Contracts with flexible duration (IV)

Profitability of a concession under traffic uncertainty (LPVR vs. fixed term)



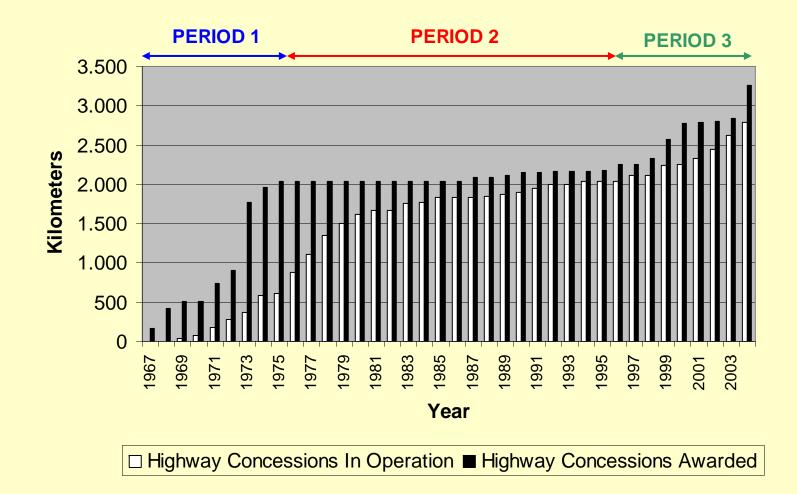
Highway Concessions in Spain (I)

Periods in the construction of highway concessions in Spain

1967-1975	 Many highway concessions were awarded The government granted important guarantees to facilitate private financing (exchange rate insurance) These guarantees turned out to be costly for the government
1975-1995	 The socialist government decided to stop the construction of toll concessions New free highways were built The decision was burdensome for the Spanish budget
1995-2006 —	 The EU demanded a reduction of public deficits to reach the single currency Spain returned to private financing mechanisms A new Concession Law was passed Public guarantees were limited

Highway Concessions in Spain (II)

Periods in the construction of highway concessions in Spain



Highway Concessions in Spain (III)

Year 2006	Central Government	Regional Governments	Total
Pa∨ed Interurban Roads (Km)	25,804	140,535	166,339
Free Highways (Km)	7,741	3,316	11,057
Toll Highways (Km)	2,337	477	2,814
		Total	



4//	2,814
Total Highways (Km)	13,871

The Spanish Concession Law (I)

- A <u>new Law</u> was necessary:
 - To extend the concession model to every type of public infrastructure
- To promote private financing
 - To reinforce the legal framework by defining a new risk-sharing approach
- The Law was approved in May 2003
- Regulatory dispositions for each type of infrastructure can be developed

The Spanish Concession Law (II)

MAIN CONTRIBUTIONS OF THE NEW LAW

The concession contract does not imply necessarily the construction of a new infrastructure

Private persons and entities may propose concession projects to the Public Administration

The Law introduces bonuses or penalties related to quality criteria The Law introduces what is called the "progress clause"

The Law introduces a new mechanism to mitigate traffic risk

The Law regulates new private funding sources to finance concession projects

Maximum term of 40 years for DBOT concessions

The Spanish Concession Law (III)

- The <u>revenues</u> of the concessionaire come from:
 - <u>Tolls</u> charged to the infrastructure users
 - Revenues obtained from the <u>operation of commercial</u> <u>areas</u> that belong to the infrastructure
 - <u>Contributions from the government</u> if necessary
 - Lump subsidy upfront
 - Subsidies to the users (shadow toll)

The Spanish Concession Law (IV)

- The Law establishes the <u>circumstances that may cause</u> <u>the re-balance</u> of the economics of the contract
 - Contract modifications required by the government
 - Force majeur events
 - Large traffic deviations
- Ways to re-balance a concession contract:
 - Extension or reduction of the contract duration
 - Modification of tolls
 - Subsidies

The Spanish Concession Law (V)

UNPREDICTABLE EVENTS

- Impossible to foresee at the beginning of the contract
- Impossible to do a checklist of them at the beginning

THE LAW SAYS THAT: The government must reestablish the economic balance of the contract only due to force *majeure* causes

FORCE MAJEUR EVENTS ARE:

- 1. Fire caused by Atmosphere electricity
- 2. Natural phenomena with catastrophic implications
- 3. Damages caused by war and alteration of public order

The Spanish Concession Law (VI)

- Construction risks <u>have to be borne by the private</u>
 <u>contractor</u>
- The concessionaire should carry out the final design in order to avoid future claims
- The concession contract can be re-balanced in case that some specific events cause cost overruns:
 - Design changes imposed by the government
 - Force majeur events

The Spanish Concession Law (VII)

- Operational risks have to be <u>borne by the private</u> <u>sector</u>
- Concession contracts should include <u>bonuses</u> and penalties to encourage the concessionaire to render a good quality level
- The "progress clause" has to be applied

The Spanish Private Promoters (I)

World	l's Top Transpo	ortation Developers
	No. of Concess	ion/P3 Projects
Company	Under Contract*	Active Proposals
ACS Dragados (Spain)	46	21
MIG / Macquarie Bank (Australia)	36	8
Ferrovial / Cintra (Spain)	26	29
FCC (Spain)	21	16
Abertis / La Caixa (Spain)	21	3
Laing / Equion (UK)	20	5
Sacyr Vallehermoso (Spain)	19	11
Cheung Kong Infrastructure (China)	17	7
OHL (Spain)	17	5
Vinci / Cofiroute (France)	15	22
Acciona / Necso (Spain)	15	18
Alstom (France)	13	6
Hochtief (Germany)	12	15
EGIS Projects (France)	12	12
Balfour Beatty (UK)	12	1
Andrade Gutierrez (Brazil)	10	4
AMEC (UK)	10	4
Bechtel (US)	8	6
Skanska (Sweden)	8	4
Alfred McAlpine (UK)	8	3
BRISA (Portugal)	7	2

Spanish developers consistently rank amongst the world's top transportation developers



The Spanish Private Promoters (II)

	LATIN AMERICA	EUROPE (excl. Spain)	NORTH AMERICA
aberti{	 Toll roads: Elqui (Chile) Ausol and GCO (Argentina) Coviandes (Colombia) Bolivian Airports 	 57.5% SANEF toll roads (France) 10% of Brisa (Portugal) 6.7% of Autostrade (Italy) Road Management Group (UK) TBI: 4 Airports (UK and Sweden) 	 TBI Airports: Toronto (Canada) Orlando Stanford (US) Atlanta (U.S.) Burbank (U.S.)
	 Toll roads: Americo Vespucio Norte (Chile) Autopista Central (Chile) Santiago - Valparaiso (Chile) San Cristobal Express (Chile) Airports: SCL (Chile) AMP (Mexico) -> 12 airports 	 Toll roads: Dundalk (Ireland) A1 and A13 (UK) NC25 (UK) SCUT da Beira Interior (Portugal) 25% Hotchief (Germany) 	
ferrovial Cintra	 Toll roads: Temuco- Rio Bueno (Chile) Talca-Chillan (Chile) Santiago-Talca (Chile) Chillan-Collupuli (Chile) Collipulli-Temuco(Chile) 	 BAA Airports (UK) (146M Pax) London: Heathrow, Gatwick, Stansted Edimbourg, Glasgow, Aberdeen Toll roads: N4/N6 and M3 toll roads (Ireland) 3 shadow toll roads (Portugal) 	 Toll roads: 407 ETR (Canada) Chicago Skyway (US) Indiana Toll Road (US) Trans Texas Corridor (US) SH-130 Motorway (US)
Sacyr Vallehermoso	 Toll roads: Ruta 68 (Chile) Ruta 5, Norte y Sur (Chile) Autopista Litoral Central (Chile) Américo Vespucio Sur (Chile) Acceso Nororiente (Chile) Triangulo do Sol (Brazil) Autopista del Valle (Costa Rica) 	 Toll roads: Autostradas do Atlántico (Portugal) Lusoponte Bridge (Portugal) Trakia motorway (Bulgaria) 33% Eiffage (France) 	
	 Toll roads: Litoral Centro (Chile) Américo Vespucio Sur (Chile) Rodovias do Norte (Brasil) 	 Envalira tunnel (Andorra): 	
CONSTRUCTIONES Y CONTRATAS, S.A.	 Toll roads: Coatzacoalcos tunnel (Mexico) S. José - S. Ramón toll road (Costa Rica) San Jose to Caldera (Costa Rica) SCL Airports (Chile) 	 Toll roads: Envalira tunnel (Andorra) Scutvias (Portugal) 80.7% Alpine Mayreder Bau (Austria) 	
🗿 OHL	 Toll roads: Autopista de los Andes (Chile) Autopista del Sol (Chile) Autopista de los Libertadores (Chile) Ruta 60 (Chile) Norte Sao Paulo (Brazil) 	- Centro Sao Paulo (Brazil) - Intervias (Brazil) - Vial Norte (Brazil) - Ezeiza-Cañuelas (Argentina) - Concesion Sistema Carretero (Mexico)	 Toluca Airport (Mexico)

The Spanish Private Promoters (III)



The Spanish Private Promoters (IV)

U.K.

- BAA & TBI: 10 airports (160 M pax)
- 90% London Air Traffic
- 10 incineration plants
- 5 Toll Road Concessions (270 km.)
- 5,413 Mw Installed Capacity
- 5.2 M electricity users
- 112,000 km transmission lines

Ireland

4 toll road concessions (250 km.)

France

- 1,771 km toll roads (SANEF)
- 2,000 km. Toll roads (Eiffage)
- 2,600 Mw Installed Capacity

Portugal

- 4 toll roads (375 km.)
- 1,300+ km toll roads (Brisa & Autoestrade)
- 1,000 MW (4 plants)
- 16.5 k parking spaces



Sweden

Stockholm Skavtsa Airport

Eastern Europe

- SMVAK & ASA-Abfall
- (Environmental Services)
- Alpine Mayreder Group

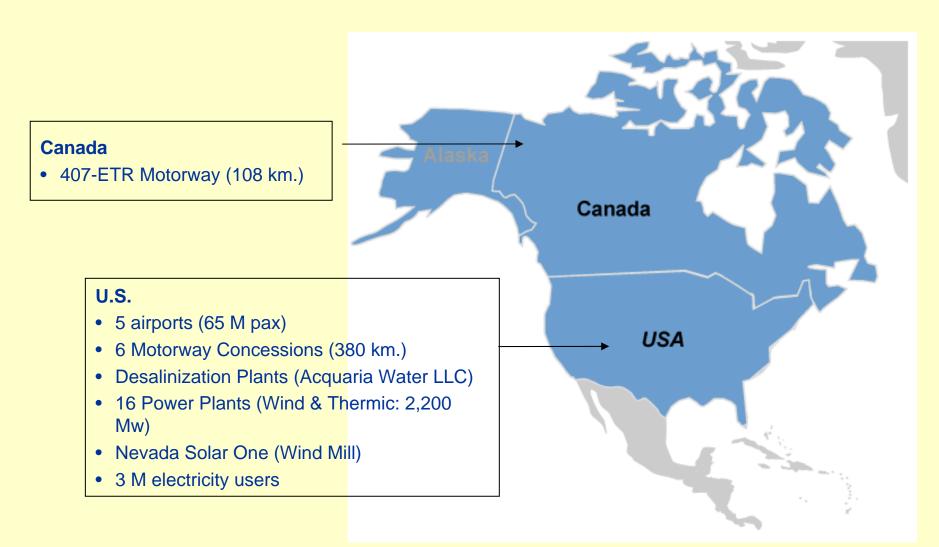
Italy

- 3,400 km toll roads (Autoestrade)
- Naples Airport
- 4,012 km. GLP pipelines
- 6,360 Mw Installed Cap.
- 15.5 k parking spaces

Greece

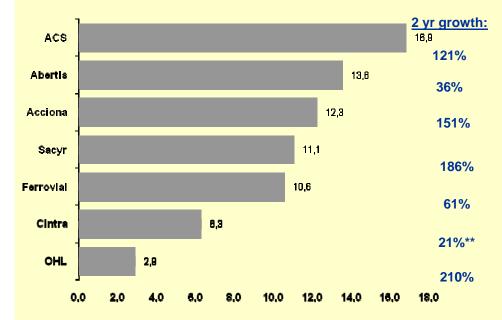
- Ionan Roads (380 km.)
- Central Motorways
- 260 Mw Installed Capacity

The Spanish Private Promoters (V)



The Spanish Private Promoters (VI)

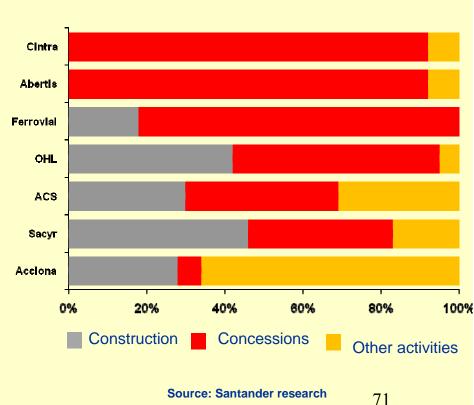
Spanish firms have grown from pure construction companies into diversified concessions businesses and other activities



As of June 29th 07 ** From June 2005

*** From sept 2005

Market Cap* (Euro Billion)



EBITDA breakdown

The Spanish Private Promoters (VII)

- Main Characteristics of the new concession developers:
 - Understands the difference between construction and concession business
 - Integrates a multitask team:
 - Design
 - Land expropriation
 - Construction Management
 - Finance
 - Operation and maintenance
 - Electronics
 - Frequently new developers integrate financial institutions as permanent equity partners

Thank you very much for your attention

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