

Colorado Transportation Commission

Schedule & Agenda

May 19-20, 2021

Due to the ongoing COVID-19 Situation,
the Transportation Commission workshops and meeting will occur ONLINE ONLY.

For link to youtube meeting access please see website:
<http://www.coloradodot.info/about/transportation-commission/meeting-agenda.html>

Karen Stuart, Chair
Broomfield, District 4

Shannon Gifford
Denver, District 1

Don Stanton
Arvada, District 2

Eula Adams
Arapahoe County, District 3

Kathleen Bracke
Fort Collins, District 5

Barbara Vasquez
Cowdrey, District 6

Kathy Hall, Vice-Chair
Grand Junction, District 7

Sidny Zink
Durango, District 8

Lisa Hickey
Colorado Springs, District 9

Bill Thiebaut
Pueblo, District 10

Gary Beedy
Genoa, District 11

THE CHAIRWOMAN MAY ALTER THE ITEM SEQUENCE OR TIMES

The times indicated for each topic on the Commission agenda are an estimate and subject to change. Generally, upon the completion of each agenda item, the Commission will immediately move to the next item. However, the order of agenda items is tentative and, when necessary to accommodate the public or the Commission's schedules, the order of the agenda items are subject to change.

Documents posted at <http://www.coloradodot.info/about/transportation-commission/meeting-agenda.html> no less than 24 hours prior to the meeting. The documents are in draft form and for information only until the Commission takes final action.

TRANSPORTATION COMMISSION WORKSHOPS

Wednesday, May 19, 2021

11:15 a.m. Commissioner Check in on Zoom

11:30 a.m. CDOT / HPTE / OEDIT IAA (Nick Farber)

11:45 a.m. CDOT / HPTE Burnham Yard IAA (Nick Farber)

12:00 p.m. Roll Call, Discuss and Act on Proposed Resolution #13: CDOT/HPTE Burnham Yard IAA, Adjourn

12:05 p.m. Tolling Operations and Maintenance IAA (Nick Farber, John Lorme and Simon Logan)

12:20 p.m. HPTE Staffing (Nick Farber)

12:55 p.m. Employee Trip Reduction Program Rulemaking Update (Mike Silverstein, RAQC)

1:20 p.m. Update on GHG Proposed Rulemaking and Policy Directive (Rebecca White and Theresa Takushi)

- 2:05 p.m. Historic Bridges and Colorado's Most Endangered Places List 2021 (Lisa Schoch and Rebecca White)
- 2:25 p.m. Maintenance Apprentice Program (Kristi Graham-Gitkind)
- 3:10 p.m. I-70 Joint Operations Area Request for New Patrol (John Lorme)
- 3:55 p.m. Budget Workshop (Jeff Sudmeier and Bethany Nicholas)
- 4:20 p.m. Small Business and Diversity Committee (Greg Diehl and Emily Crespin)
- 5:00 p.m. Adjournment

TRANSPORTATION COMMISSION MEETING

Thursday, May 20, 2021

- 8:00 a.m. Commissioner Breakfast Call
- 9:00 a.m. 1. Call to Order, Roll Call
- 9:05 a.m. 2. Public Comments (provided to commissioners in writing before meeting)
- 9:10 a.m. 3. Comments of the Chair and Individual Commissioners
- 9:15 a.m. 4. Executive Director's Management Report (Shoshana Lew)
- 9:25 a.m. 5. Chief Engineer's Report (Steve Harelson)
- 9:30 a.m. 6. HPTE Director's Report (Nick Farber)
- 9:35 a.m. 7. State Legislative Report (Andy Karsian)
- 9:40 a.m. 8. FHWA Division Administrator Report (John Cater)
- 9:45 a.m. 9. STAC Report (Vincent Rogalski)
- 9:50 a.m. 10. Act on Consent Agenda
 - a) Proposed Resolution #1: Approve the Regular Meeting Minutes of April 15, 2021 (Herman Stockinger)
 - b) Proposed Resolution #2: IGA Approval >\$750,000 (Steve Harelson)
 - c) Proposed Resolution #3: Disposal: I-76 & Pecos (Parcel 1-EX) (Paul Jesaitis)
 - d) Proposed Resolution #4: FY 22 Maintenance List (John Lorme and Scott Burger)
 - e) Proposed Resolution #5: Revise Resolution to Rename Stapleton Drive (Steve Harelson)
- 9:55 a.m. 11. Discuss and Act on Proposed Resolution #6: Adopt Modified ESB Rules (Greg Diehl and Natalie Lutz)
- 10:00 a.m. 12. Discuss and Act on Proposed Resolution #7: Adopt FY2022 - FY2025 Statewide Transportation Improvement Program (STIP) (Jamie Collins)

- 10:05 a.m. 13. Discuss and Act on Proposed Resolution #8: 11th Budget Supplement of FY 2021 (Jeff Sudmeier)
- 10:10 a.m. 14. Discuss and Act on Proposed Resolution #9: 10th Budget Amendment of FY 2021 (Jeff Sudmeier)
- 10:15 a.m. 15. Discuss and Act on Proposed Resolution #10: Adoption of the Updated Policy Directive 2.0 "CDOT Values" (Herman Stockinger)
- 10:20 a.m. 16. Discuss and Act on Proposed Resolution #11: Tolling Operations and Maintenance IAA (Nick Farber)
- 10:25 a.m. 17. Discuss and Act on Proposed Resolution #12: CDOT / HPTE / OEDIT IAA (Nick Farber)
- 10:30 a.m. 18. Recognitions:
- 10:35 a.m. 19. Other Matters
- Chair Appoints nominating committee for Chair, Vice Chair and Secretary
- 10:40 a.m. 20. Adjournment

The Bridge Enterprise Board of Directors meeting will begin immediately following the adjournment of the Transportation Commission Meeting. Est. Start Time: 10:40 a.m.

BRIDGE ENTERPRISE BOARD OF DIRECTORS MEETING

Thursday, May 20, 2021

- 10:45 a.m. 1. Call to Order and Roll Call
2. Public Comments (provided to commissioners in writing before meeting)
3. Act on Consent Agenda
- Proposed Resolution #BE1: to Approve the Regular Meeting Minutes of April 15, 2021 (Herman Stockinger)
4. Discuss and Act on Proposed Resolution #BE2: Bridge Enterprise 7th Budget Supplement for FY '21 (Jeff Sudmeier)
5. Discuss and Act on Proposed Resolution #BE3: Central 70 Bonds (Keith Stefanik)
6. Bridge Enterprise Q3 FY2021 Quarterly Report (Jerad Esquibel)
7. Other Matters
8. Adjournment

ADDITIONAL WORKSHOPS

11:00 a.m. Front Range Passenger Rail Commission Virtual Lunch with Transportation Commission

12:00 p.m. Adjournment

INFO ONLY

- Project Budget/Expenditure Memo (Jeff Sudmeier)
- DTR - Info Only Report Items (quarterly) (Michael Timlin)
- Central 70 (quarterly) (Bob Hayes)



Date: May 19, 2021
To: High-Performance Transportation Enterprise Board / Colorado Transportation Commission
From: Nick Farber, Director, HPTE
Subject: Burnham Yard CDOT / OEDIT Intra-Agency Agreement

Purpose

The purpose of this memo is to describe the CDOT/Office of Economic Development and International Trade (OEDIT) Intra-Agency Agreement (IAA) in regards to the acquisition of the Union Pacific Railroad (UPRR) Burnham Yard Property.

Action

The Transportation Commission (TC) is asked to adopt a resolution that supports the staff recommendation to approve the IAA.

Background:

In February of this year the Transportation Commission and HPTE Board expressed concern about the HPTE's acquisition of the Burnham Yard Property (Property) from the UPRR. Responsive to those concerns, CDOT/HPTE, at the Governor's direction, have been working with peer agencies to develop a clear bifurcation of risk and responsibilities associated with working in and around the area. The concept we are developing would ask other agencies, including at least the Colorado Office of Economic Development and International Trade (OEDIT), to reimburse CDOT for half of the down payment, and then offset the risk to CDOT for the non-transportation portion of the property while also leading discussions about non-transportation topics such as housing and economic development with other agencies such as the Department of Local Affairs (DOLA).

On April 15, CDOT and HPTE presented to OEDIT's Economic Development Commission (EDC) to ask that they earmark \$7.5 million of their Strategic Reserve Fund for the Property. The EDC approved the earmark, and the IAA described herein documents the substantive terms of how CDOT, HPTE, and OEDIT work together and allocate rights and responsibilities regarding the Property's acquisition.

Overview of the IAA

At the written request of CDOT, the EDC will provide CDOT \$7.5 million for the acquisition of the Burnham Yard property acquisition in the form of a twelve month interest free loan, which CDOT can pay off at anytime in that year with no pre-payment penalty. Once the land planning process starts, CDOT and HPTE will invite a representative from the EDC to assist with the economic development related considerations of the Property. If the loan is not paid back in the year, the EDC may: 1) extend the loan for another year interest free; 2) extend the loan for another year at a reasonable interest rate; or 3) with the written consent of CDOT, convert the loan to a grant (EDC waives its rights to repayment) in exchange for a percentage of net proceeds from the sale of the non-transportation related parcel.¹

¹ Net proceeds will be determined after the HPTE has paid off the loan it procured to purchase Burnham Yard, HPTE has paid back any CDOT back-up loans, and the UPRR has been paid its revenue share according to the Purchase and Sale Agreement.

Options / Decision Matrix

1. **Staff Recommendation:** Approve the IAA between CDOT and OEDIT.
2. Review but do not approve the IAA. Provide instructions on changes or revisions.

Attachment

Attachment A: CDOT OEDIT Intra-Agency Agreement.

STATE OF COLORADO INTERAGENCY LOAN AGREEMENT

COVER PAGE

Paying State Agency Colorado Economic Development Commission (“EDC”)	Agreement Numbers Insert CMS Number or Other Agreement Number
Performing State Agency Colorado Department of Transportation (“CDOT”)	Agreement Performance Beginning Date The Effective Date (provided on the Signature Page)
Agreement Maximum Amount Term <div style="display: flex; justify-content: space-between;"> State Fiscal Year 2021 \$7,500,000.00 </div> <div style="display: flex; justify-content: space-between;"> Total for All State Fiscal Years \$7,500,000.00 </div>	Agreement Expiration Date Twelve (12) months from the Loan Effective Date (as hereinafter defined)
Agreement Authority §24-46-105, C.R.S	
Agreement Purpose The EDC will provide a twelve (12) month loan of up to \$7,500,000.00 to facilitate CDOT’s real estate acquisition of the Burnham Yard in Denver, Colorado.	
Exhibits and Order of Precedence The following Exhibit(s) and attachment(s) are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work/Terms of Loan. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the main body of this Agreement. 2. Exhibit A, Statement of Work/Terms of Loan. 	
Principal Representatives <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the Paying State Agency/EDC: Colorado Economic Development Commission c/o Jeff Kraft Director of Business Funding and Incentives Colorado Office of Economic Development 1600 Broadway, Suite 2500 Denver, Colorado 80202 Email: jeff.kraft@state.co.us </div> <div style="width: 45%;"> For the Performing State Agency/CDOT: Colorado Department of Transportation c/o _____ 2829 W. Howard Place Denver, Colorado 80204 Email: _____ </div> </div>	

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

STATE OF COLORADO Jared S. Polis, Governor	
Colorado Department of Transportation Shoshana M. Lew, Executive Director	Colorado Economic Development Commission Carrie Schiff, Chair
By: _____ Date: _____	By: Carrie Schiff, Chair Date: _____
LEGAL REVIEW Philip J. Weiser, Attorney General For CDOT	LEGAL REVIEW Philip J. Weiser, Attorney General For the EDC
By: _____ Assistant Attorney General Date: _____	By: _____ Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ _____, CDOT Controller/State Controller delegate Date: _____	In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ _____, EDC Controller/State Controller delegate Effective Date: _____

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1. PARTIES

This Interagency Loan Agreement (this “Agreement”) is entered into by and between the Paying Agency (the “Paying Agency/EDC”) and the Performing Agency (the “Performing Agency/CDOT”), who are named on the Cover Page of this Agreement. The Paying Agency/EDC and the Performing Agency/CDOT may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency or institution of the STATE OF COLORADO, hereinafter called the “State.”

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date provided on the Signature Page.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall terminate on the Agreement Expiration Date (the “Term”) shown on the Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Termination for Convenience

Not applicable.

3. STATEMENT OF WORK

A. Work

The Parties shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A, the Statement of Work/Terms of Loan.

4. PAYMENTS TO THE PERFORMING AGENCY

A. Maximum Amount

Payments to the Performing Agency/CDOT are limited to the unpaid, obligated balance of the Agreement funds. The Paying Agency/EDC shall not pay the Performing Agency/CDOT any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year shown on the Cover Page for this Agreement.

B. Payment Procedures

- i. The Performing Agency/CDOT shall initiate payment requests by invoice to the Paying Agency/EDC in a form and manner approved by the Paying Agency/EDC.
- ii. The Paying Agency/EDC shall pay each invoice within two (2) days following the Paying Agency/EDC's receipt of that invoice.
- iii. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR_AP at Fiscal Year end.

5. RECORDS, MAINTENANCE AND INSPECTION

A. Maintenance

During the Term of this Agreement, each Party shall maintain and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Loan (as hereinafter defined).

B. Inspection

The Paying Agency/EDC shall have the right to inspect the Performing Agency/CDOT's performance at all reasonable times and places during the Term of this Agreement. The Performing Agency/CDOT shall permit the Paying Agency/EDC, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe the Performing Agency/CDOT's records related to this Agreement during the Term to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Paying Agency/EDC shall not unduly interfere with the Performing Agency/CDOT's performance hereunder.

6. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

7. DISPUTE RESOLUTION

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

8. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered: **(A)** by hand with receipt required; **(B)** by certified or registered mail to such Party's Principal Representative at the address

set forth on the Cover Page; or (C) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Agreement. Either Party may change its Principal Representative by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

9. GENERAL PROVISIONS

A. Assignment

The Performing Agency/CDOT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Paying Agency/EDC. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of the Performing Agency/CDOT's rights and obligations approved by the Paying Agency/EDC shall be subject to the provisions of this Agreement.

B. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

C. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

D. Third Party Beneficiaries

Except for the Parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

EXHIBIT A, STATEMENT OF WORK

TERMS OF LOAN

1. The funding discussed in this agreement shall be available to CDOT only for use in its acquisition of the property known as Burnham Yard in Denver, CO.
2. Pursuant to a written request from CDOT, the EDC will make available up to \$7,500,000.00 to CDOT to facilitate CDOT's real estate acquisition of the Burnham Yard in Denver, Colorado. CDOT's written request shall include the amount of the requested funds, the proposed payment date, and the preferred method of payment or wiring instructions.
3. In accordance with CDOT's written request, the EDC shall make payment to CDOT of the requested funds in the form of a twelve (12) month, interest free loan (the "Loan"). The date of EDC's payment to CDOT shall be the Loan Effective Date. The term of the Loan shall commence with the Loan Effective Date and expire twelve (12) months later (the "Loan Term").
4. During the Loan Term, no interest shall accrue on the Loan and CDOT may pay off the Loan, in whole or in part, at any time prior to the expiration of the Loan Term. In order to pay off the Loan, CDOT shall provide the EDC with prior written notice along with a request for the EDC to identify the method of re-payment.
5. In addition to the loan payment options described in this agreement, CDOT shall invite a representative of the EDC into processes and decisions regarding land use planning and disposition to ascertain economic development related considerations.
6. In the event that the Loan is not paid in full after eleven (11) months from the Loan Effective Date, CDOT shall provide the EDC with a notice of its intention to pay off the Loan by the expiration of the Loan Term.
7. Prior to the expiration of the Loan Term, the EDC shall meet with CDOT and the High Performance Transportation Enterprise ("HPTE") to discuss the status of the Loan and any notice from CDOT to pay off the Loan. In the event that the Loan is not paid in full by the expiration of the Loan Term, the EDC may in its reasonable discretion take any of the following actions:
 - a. Extend the Loan Term for up to an additional twelve (12) months without interest;
 - b. Extend the Loan Term for up to an additional twelve (12) months pursuant to a reasonable rate of interest; and
 - c. With the written consent of CDOT, and pursuant to an amendment to this Agreement, convert the Loan into a grant to CDOT whereby EDC waives its right to re-payment of the Loan, in whole or in part, in exchange for the right to a percentage of any net proceeds (net proceeds will be determined after the HPTE has paid off the loan it procured to purchase Burnham Yard, HPTE has paid back any CDOT back-up loans, and the Union Pacific Railroad (UPRR) has been paid its revenue share per the Purchase and Sale Agreement), that CDOT may realize upon any and all subsequent sales or dispositions of Burnham Yard, in whole or in part, or alternatively, some other similar financial arrangement between CDOT and the EDC.

If the EDC decides to extend the Loan Term pursuant to sub-sections (a) or (b) above, the EDC will provide CDOT with written notice of its decision and the applicable interest rate, if any.

8. In the event that CDOT does not request any funds by December 31, 2021, then this Agreement shall terminate without any further liability or obligation on the part of either Party.

Date: May 19, 2021

To: High-Performance Transportation Enterprise Board / Colorado Transportation Commission

From: Nick Farber, Director, HPTE

Subject: Burnham Yard CDOT / HPTE Intra-Agency Agreement

Purpose

The purpose of this memo is to describe the CDOT/HPTE Intra-Agency Agreement (IAA) in regards to the acquisition of the Union Pacific Railroad (UPRR) Burnham Yard Property.

Action

The Transportation Commission (TC) and the HPTE Board is asked to adopt a resolution that supports the staff recommendation to approve the IAA.

Background:

For close to 150 years, Burnham Yard was a central agent of economic activity for the Denver Metro region. The land was acquired in 1871, five years before Colorado became a state. Throughout the latter part of the 19th century and for most of the 20th century, the Yard was a driving force of economic activity, vitality, and commerce. It served as a repair, refueling, maintenance, manufacturing, and storage facility for Denver and Rio Grande Western Railroad (DRG&W), Southern Pacific (SP), and then UPRR activities over the past century and a half and employed hundreds of individuals in the Denver Metro area. With the turn of the 21st century, Burnham Yard's importance as an economic engine became less pronounced and other modes of freight and individual transportation rose to primacy.

Burnham Yard is located in central Denver between four of Denver's main road arteries: I-25, Colfax Ave., Speer Blvd., and 6th Ave, and is less than a mile from Mile High Stadium, the Denver Art Museum, and Denver's Central Business District. It is a centrally located area that is currently not being utilized by UPRR. The site sits across from the Denver Housing Authority's Mariposa District redevelopment and the Santa Fe Arts District to the east, with RTD's 10th & Osage light rail station located near the center of the site. The banana-shaped property is approximately 1.05 miles long and extends from 13th Avenue at its northern extent to 4th Avenue at the south. Reaching its maximum width of approximately 0.20 miles between 8th and 9th Avenues, the site is bounded by the RTD's central light rail line and UPRR historical right-of-way to the east, and a mixture of commercial and industrial properties to the west.

UPRR decommissioned Burnham Yard in 2016, leaving it mostly unused for the past four years. Since late 2019, the HPTE has been working with the UPRR towards the purchase of the Burnham Yard property, which culminated in an Intra-Agency Agreement with CDOT in September 2019 that requested qualified developers to submit proposals that would add value to UPRR's RFQ. Despite the developers' best efforts and UPRR's willingness to negotiate, CDOT and HPTE found little value added based on the proposals received. As a result, UPRR and HPTE agreed to negotiate in good faith with one another for a fee simple transaction with no third party developer.

Originally, CDOT and HPTE envisioned using \$50 million of SB 267 highway funds to acquire the property, but when CDOT revenue declined in March and early April of 2020 because of the COVID-19 pandemic, HPTE and the UPRR decided to pause the procurement of the project. In June 2020, HPTE approached the UPRR with a plan to acquire the property with a FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant and a USDOT Railroad Rehabilitation and Improvement Financing (RRIF) loan.

In September HPTE found out that it was unsuccessful in obtaining the CRISI grant, and notified the UPRR

that it would pursue a 100 percent RRIF loan. Over the next two months, HPTE worked closely with the RRIF loan program, which ultimately came to the conclusion that the property acquisition was not eligible for RRIF loan financing in late December.

To acquire the property now, HPTE will borrow \$40 million (because of the potential for a higher set aside for environmental and land use-related costs) through a revenue note/bridge loan. CDOT will contribute \$7.5 million from SB 267 transit funds and the Office of Economic Development and International Trade (OEDIT) will also contribute \$7.5 million. HPTE will set aside approximately \$5 million to cover environmental, land use planning, and/or other costs to be spent during the next three to five years on improvements to the property, which would be expected to increase property value and facilitate a disposition to a developer. CDOT and HPTE anticipate retaining around 17 acres for future transportation use and will be working with the City and County of Denver and stakeholders on a two to three-year study to determine specific mobility needs and a purpose and need for other potential projects.

Overview of the IAA

IAAs between CDOT and HPTE document the substantive terms of how CDOT and HPTE work together and allocate rights and responsibilities on shared projects. Under the Burnham Yard IAA, HPTE is responsible for acquiring the Burnham Yard Property (Property), which includes negotiating the Purchase and Sale Agreement with the UPRR, reviewing title and survey, and undertaking short-term financing to cover the remainder of the purchase price. In exchange for this, CDOT will reimburse HPTE for the financing related costs. At closing, CDOT will enter into a 30-year lease with HPTE for the entire sixty acres. The lease will provide for:

- Prior to closing CDOT will pre-pay all lease payments in the amount of \$15 million¹. HPTE will use \$10 million towards the land acquisition and retain \$5 million for planning, environmental, and other expenses towards the property.
- Once CDOT has determined the boundaries for the transportation related parcels, it will notify HPTE, and HPTE will start the process to dispose of the remnant or non-transportation related parcels.
- Once all remnant parcels are disposed of, the lease will terminate, and CDOT will no longer be obligated to make payments under the lease. The lease will not terminate while HPTE's bank loan is outstanding.
- HPTE will transfer the transportation related parcels to CDOT in fee simple. The pre-paid lease payment (\$15 million) will constitute fair market value of the parcels being conveyed from HPTE to CDOT, subject to certain adjustments or top-off commitments at the time of sale as described in the IAA.

While the lessee of the Property, CDOT agrees to:

- Undertake the necessary environmental studies to determine the location and quantity of the transportation related parcels.
- Coordinate with RTD regarding the preservation of a part of the transportation related parcels for transit use.
- Coordinate with other state agencies, such as OEDIT, the Department of Local Affairs (DOLA), and other state agencies regarding the mitigation of CDOT's risk on non-transportation related parcels.

¹ The \$15 million is the \$7.5M from SB 267 Year 1 Transit Funds, and the \$7.5M OEDIT contribution.

While the lessor of the Property, HPTE agrees to use the \$5 million towards:

- Negotiating and enter into a Memorandum of Understanding with the City and County of Denver for the development of a Small Area Plan by the Denver Department of Community Planning and Development (CPD), which will include engagement with community members, stakeholders, the Partnering Agencies, and development of an Infrastructure Master Plan for the Burnham Yard, in accordance with the standard CPD Large Development Review process.
- Engaging an owner's representative with planning expertise to represent CDOT and HPTE's interests during CPD's planning process.
- Continuously evaluating the cost implications of planning decisions on the impacts of the value of the non-transportation related parcels.
- Coordinating with CDOT to possibly advance conceptual land use and infrastructure planning either through the use of a consultant or through a possible developer, and engage with the Colorado Department of Public Health and Environment regarding environmental remediation of the Property through enrollment in the Voluntary Cleanup Program (VCUP).
- Zoning and other possible entitlements.
- Engaging the Denver Urban Renewal Authority (DURA) on blight studies and/or the establishment of an urban renewal area, in order to make available tax increment financing revenues to support the cost of public infrastructure and environmental remediation for development of the Remnant Property.
- Any other action deemed necessary or appropriate by HPTE and CDOT in order to either increase the disposition value of the Remnant Property and/or to further other important policy goals of CDOT and the partnering agencies, i.e. OEDIT, DOLA, and/or DPA.

Determination of the Transportation Related Parcels

Once HPTE closes on the Property, CDOT will have 3-1/2 years to determine the final boundaries for the transportation related parcels. CDOT acknowledges that a delay in the determination of the transportation related parcels will affect the HPTE's disposition the non-transportation related parcels or the refinancing of the financing agreement. If it takes CDOT five years or longer to determine the transportation related parcels, then CDOT is obligated to make lease payments to the HPTE, and HPTE will be entitled to request a backup loan from CDOT to cover increases in financing related costs.

CDOT has indicated to the HPTE that the transportation related parcels will likely be between 15 and 17 acres. If CDOT determines that they need additional acreage for the transportation related parcels then the proceeds available to HPTE to repay its bank loan may be insufficient. Further, if CDOT or one

of the partnering agencies desire to impose restrictions on the non-transportation related parcels, then, as well, proceeds from the non-transportation related parcels might be insufficient to repay HPTE's bank loan obligation. If either of these situations take place, CDOT is required to pay the difference between the actual disposition proceeds and the HPTE's bank loan obligations through a top-off payment.

Insufficient Disposition Proceeds - Top Off Payments

There are three different scenarios where CDOT could be required to contribute a top-off payment to the HPTE for the difference in the actual sale amount and the HPTE bank loan obligation. They are:

1. During the process, both HPTE and CDOT have relied on their own separate appraisals of the

Property's value. If at the sale these assumptions prove incorrect and the value of the Property is less than the HPTE's bank loan obligation, then CDOT must contribute a top-off payment to the HPTE for the difference in the actual disposition amount and the HPTE's bank loan obligation.

2. If CDOT or other partnering agency desires to impose restrictions on any of the non-transportation related parcels for other uses, other than its highest and best use, the value of the Property may be less than HPTE's bank loan obligation requiring CDOT to contribute a top-off payment to the HPTE for the difference in the actual disposition amount and the HPTE's bank loan obligation.
3. In discussions with HPTE, CDOT has indicated they expect to retain between 15 and 17 acres of the Property for the transportation related parcels. If CDOT's planning process determines they need more retained property, CDOT will be required to contribute a top-off payment to the HPTE for the difference in the actual disposition amount and the HPTE's bank loan obligation. If CDOT determines they need 19 or more acres, at the time CDOT notifies HPTE of this, CDOT must first allocate the funds for the top off payment, which has to be based on a commercially reasonable estimate of the sale proceeds available from the remaining non-transportation related parcels.

CDOT Backup Loan Obligation

If HPTE determines that it has insufficient revenue either through disposition proceeds or refinancing proceeds to pay its bank loan obligations in any fiscal year, the IAA will allow HPTE to request a backup loan from the Transportation Commission. As a part of its annual allocation process, CDOT will present the loan request to the Transportation Commission, which will, in its sole discretion, either approve or deny the loan request.

Options / Decision Matrix

1. **Staff Recommendation:** Approve the IAA between CDOT and HPTE.
2. Review but do not approve the IAA. Provide instructions on changes or revisions.

Attachment

Attachment A: CDOT HPTE Burnham Yard Intra-Agency Agreement

Attachment B: Loan Agreement

BURNHAM YARD ACQUISITION INTRA-AGENCY AGREEMENT

THIS INTRA-AGENCY AGREEMENT (this “Agreement”) is made this ___ day of May, 2021 by and between the COLORADO DEPARTMENT OF TRANSPORTATION (“CDOT” or the “Department”), an executive agency of the State of Colorado (“State”), and the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business and a division of CDOT (“HPTE”). CDOT and HPTE are hereinafter referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the hereinafter defined Bank Loan Agreements.

RECITALS

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

B. The Transportation Commission of Colorado (the “Transportation Commission”) is the budgetary and policy making body for CDOT with all powers and duties granted by the Colorado General Assembly pursuant to C.R.S. § 43-1-106.

C. HPTE was created pursuant to C.R.S. § 43-4-806(1) as a government-owned business within CDOT and a division of CDOT to aggressively pursue innovative means of completing important surface transportation projects that will improve the safety, capacity, and accessibility of the surface transportation system, can feasibly be commenced in a reasonable amount of time, and will allow more efficient movement of people, goods, and information throughout Colorado.

D. C.R.S. § 43-4-806(1) further provides that the general assembly’s intent in creating HPTE was that HPTE’s powers be broadly construed to allow HPTE sufficient flexibility, consistent with the requirements of the Colorado constitution, to pursue any available means of financing such surface transportation infrastructure projects that will allow the efficient completion of such projects.

E. As a means of pursuing its statutory charge, HPTE is specifically authorized pursuant to C.R.S. § 43-4-806(6) to acquire any and all rights-of-way, lands, and buildings necessary or convenient for its authorized purposes; to enter into agreements with CDOT pursuant to which HPTE provides, on behalf of CDOT, services or property in connection with a surface transportation project; and to sell, lease, lease with an option to purchase, or dispose of real or personal property without restriction or limitation.

F. In July 2019, the Union Pacific Railroad (“UPRR”) released a Request for Qualifications (“RFQ”) for the Burnham Yard Redevelopment, the purpose of which was to identify qualified teams and solicit interest in an approximately 60-acre parcel of land beginning at 13th Avenue at its northernmost point to roughly 4th Avenue at its southernmost point (referred to

herein as the “Burnham Yard” or the “Property”), in the City and County of Denver, Colorado (“Denver”).

G. At the same time, CDOT was conducting the I-25 Central Planning and Environmental Linkage Study (the “PEL”), which sought to identify causes of congestion and consider options to improve safety, travel time reliability, decrease congestion, and provide improved cross-connectivity on Interstate 25 between Santa Fe Drive and 20th Street in Denver, and which included alternatives contemplating the realignment of the Consolidated Mainline (the “CML”) freight tracks from their current alignment adjacent to I-25 to a new alignment through the Burnham Yard.

H. On August 7, 2019, CDOT submitted a proposal to the UPRR to purchase the Burnham Yard, which proposal was subsequently accepted by the UPRR.

I. Following its determination to purchase the Burnham Yard, CDOT revenues declined as a result of the COVID-19 pandemic and, as a result, the SB 267 highway funds initially identified by CDOT for the purchase were no longer available.

J. Subsequently, CDOT requested that HPTE pursue alternative means to acquire the Burnham Yard from UPRR on CDOT’s behalf, including seeking out opportunities for innovative and efficient means of financing the purchase that are otherwise unavailable to CDOT.

K. With the completion of the PEL, CDOT now plans to initiate an Environmental Impact Study for the I-25 Central corridor, which will study the right-of-way needed for potential improvements to I-25, enhanced mobility options through expanded transit, and potential Front Range Passenger Rail, including identification of the right-of-way needed for surface transportation purposes on the Burnham Yard.

L. The Southwest Chief & Front Range Passenger Rail Commission, which is charged with facilitating the development of passenger rail that serves Front Range communities from Pueblo to Fort Collins (“Front Range Passenger Rail”), in partnership with CDOT, is also conducting an alternatives analysis, which includes alternatives that would utilize an alignment for Front Range Passenger Rail through the Burnham Yard.

M. Each of the proposed potential projects, including improvements to I-25, relocation of the CML, implementation of Front Range Passenger Rail, future expansion of the Regional Transportation District (“RTD”) light rail lines that also traverse the Burnham Yard, and other related mobility and transit improvements (together, the “Transportation Projects”) are expected to benefit CDOT and the State by, among other things, improving the safety, capacity, and accessibility of the surface transportation system and allowing more efficient movement of people and goods throughout Colorado.

N. Pursuant to C.R.S. § 43-4-806(2)(c)(III), HPTE may contract with any governmental or nongovernmental source of funding for loans to be used to support HPTE’s functions.

O. HPTE intends to enter into two loan agreements (as amended, modified, supplemented or restated, collectively, the “Bank Loan Agreements”) with Bank of America, N.A. (“BANA”) and JP Morgan Chase Bank, N.A. (“JP Morgan” and, with BANA, collectively, the “Lenders”) each dated as of May 25, 2021, pursuant to which the Lenders loaned to HPTE a total of [\$ •] (the “Purchase Loans”), the proceeds of which HPTE will use to fund a portion of the cost of the Acquisition (as hereinafter defined).

P. CDOT intends to concurrently enter into a lease with HPTE, under which CDOT will have access to the Burnham Yard for a period of 30 years, in exchange for lease payments to be made by CDOT to HPTE, the first five years of which will be pre-paid by CDOT, on a non-refundable basis, to HPTE (such five period, the “Hold Period”).

Q. CDOT’s pre-paid lease payments, totaling \$10 million, will be used by HPTE to fund a portion of the cost of the Acquisition.

R. CDOT will additionally pre-fund \$5 million to pay for additional expenditures to be made by HPTE during the Hold Period to undertake its responsibilities under Section II.2 of this Agreement (the “Additional Property Expenditures”).

S. Under the Bank Loan Agreements, and the Indenture of Trust (the “Indenture”) established therewith,, HPTE has agreed to pledge to the Trustee, for the benefit of the Lenders, for payment of the principal of and interest on and any other amounts due and owing to the Lenders from time to time under the Bank Loan Agreements, all amounts received by HPTE, except the amount received for Additional Property Expenditures, under the Lease (the “Lease Payments”) and other elements of the Trust Estate under the Indenture, except to the extent otherwise provided for in the Bank Loan Agreements, and certain funds and accounts established pursuant to the Indenture.

T. Following the Acquisition, CDOT intends to advance environmental studies related to the Transportation Projects to determine the exact quantity and location of the right-of-way that is to be retained by CDOT on the Burnham Yard for the Transportation Projects.

U. Concurrently, HPTE intends to advance a Small Area Planning process, in partnership with Denver, to determine specific mobility needs, as well as to advance land use planning, visioning for the future of the Burnham Yard, entitlements, environmental, and other property-related diligence, in contemplation of disposition to one or more developers or partnering state agencies of the portions of the Burnham Yard finally determined by CDOT not to be needed for the Transportation Projects (the “Remnant Property”).

V. HPTE intends to apply the proceeds of the disposition of the Remnant Property (the “Disposition Proceeds”), in addition to any additional amounts payable to HPTE by CDOT upon a disposition of the property in accordance with this Agreement (the “Top-Off Payments”) as further described in Sections III.3 and IV.1 of this Agreement, to repay the amounts owed to the Lenders under the Bank Loan Agreements, in accordance with the terms thereof.

W. Pursuant to C.R.S. § 43-4-806(4), the Transportation Commission may authorize the transfer of money from the state highway fund to HPTE to defray expenses of HPTE and, notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, such a transfer shall constitute a loan from the Transportation Commission to HPTE and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

X. In consideration of the various terms, covenants, and conditions set forth herein, including the benefits that CDOT will receive as a result of the Acquisition of the Burnham Yard, CDOT and HPTE have agreed to enter into this Agreement pursuant to which HPTE can request financial support from the Transportation Commission to assist HPTE in fulfilling its Bank Loan Obligations (as hereinafter defined) in the event a disposition of the Remnant Property has not occurred (for any reason whatsoever, including, but not limited to, a failure by CDOT to timely identify the Retained Property, as hereinafter defined) within the timeframe contemplated by this Agreement, or if the Disposition Proceeds are insufficient, or projected to be insufficient, to satisfy HPTE's Bank Loan Obligations in full.

Y. HPTE recognizes and acknowledges that any financial support provided by the Transportation Commission pursuant to C.R.S. § 43-4-806(4), except as otherwise specifically provided for in this Agreement, shall be in the form of a CDOT Backup Loan (as defined and further described in Section V hereof). The Transportation Commission may, in its sole and absolute discretion, but shall not be obligated to, make a CDOT Backup Loan. If the Transportation Commission elects not to make a CDOT Backup Loan, such election shall not, in and of itself, result in a default of HPTE under the Bank Loan Agreements.

Z. This Agreement is executed by HPTE under the authority of C.R.S. §§ 29-1-203 and 43-4-806(6)(h), and by CDOT under the authority of C.R.S. §§ 43-1-110, 43-1-116 and 43-4-806(4).

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES TO THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

SECTION I. ACQUISITION OF THE BURNHAM YARD; LEASE TO CDOT

1. Acquisition of the Burnham Yard by HPTE. HPTE will undertake all actions necessary to acquire the Burnham Yard from UPRR on CDOT's behalf for a purchase price of \$50 million, including, but not limited to, negotiating and entering into a purchase and sale agreement, reviewing and negotiating title and survey, reviewing and assessing environmental diligence, and entering into the Purchase Loans to cover the remainder of the purchase price (the "Acquisition").

2. Financing. In exchange for HPTE undertaking a financing to complete the Acquisition, CDOT will separately reimburse HPTE the costs of issuance, including fees for legal and other advisor costs of HPTE and its Lenders associated with entering into the Bank Loan Agreements, which costs are not anticipated to be financed by HPTE. The Parties hereby agree

and acknowledge that the reimbursement of such costs shall represent a payment in exchange for services rendered by HPTE to CDOT and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

3. Lease to CDOT. At closing of the Acquisition, CDOT will enter into a lease with HPTE in substantially the form attached to this Agreement as **Exhibit A**, which lease will provide, among other things, for a 30-year term (as amended, modified, supplemented or restated, the “Lease”). The Lease will further provide that upon a notice from CDOT that it has determined the final boundaries of the Retained Property, as further described in Section II of this Agreement, the following shall occur.

a. HPTE will proceed to dispose of the Remnant Property as further described in Section III of this Agreement.

b. Upon the disposition of any Remnant Property by HPTE, the Lease will terminate as to the portion of the Remnant Property sold, and be of no further force and effect.

c. Upon the disposition of all Remnant Property by HPTE, the Lease will terminate and CDOT will not be obligated to make any further payments under the Lease except as otherwise provided for in this Agreement. At termination of the Lease, the Retained Property will be conveyed in fee simple by deed from HPTE to CDOT.

d. The Pre-Paid Lease Payments paid by CDOT will constitute a credit toward the fair market value of the Retained Property being conveyed by HPTE to CDOT.

e. The Lease shall not terminate while any of HPTE’s Bank Loan Obligations remain outstanding.

4. Lease and Purchase a Market Transaction. The Parties acknowledge that, for accounting purposes, the Lease for CDOT’s leasehold interest in the Burnham Yard represents an exchange transaction at the market value of CDOT’s interest in the Burnham Yard. Furthermore, the value of the portion of the Burnham Yard anticipated to be retained by CDOT for transportation purposes, and the total contributions to be made by CDOT under this Agreement (including, but not limited to, the Pre-Paid Lease Payments paid by CDOT, which will constitute a credit toward the fair market value of the Retained Property being conveyed by HPTE to CDOT) represent an exchange transaction at the expected market value of the fee interest to be retained by CDOT.

5. Pre-Payment of Lease Payments by CDOT. At or before closing on the Acquisition, CDOT will pre-pay, on a non-refundable basis, all lease payments due to HPTE under the Lease during the Hold Period, totaling \$10 million (the “Pre-Paid Lease Payments”), which will be used by HPTE to fund a portion of the purchase price of the Acquisition.

SECTION II. UNDERTAKINGS OF EACH PARTY DURING THE HOLD PERIOD

1. CDOT Responsibilities. During the Hold Period, CDOT agrees to undertake the following activities.

a. Undertake all necessary NEPA and planning activities to determine the location and quantity of the portions of the Burnham Yard that CDOT wishes to retain, for itself or for others, for use in connection with one or more of the Transportation Projects or for any other public purpose (the “Retained Property”).

b. Coordinate with RTD regarding the preservation of any portion of the Burnham Yard for future transit uses, which shall be taken into account in CDOT’s final determination of the Retained Property.

c. Coordinate with other state agencies including, but not limited to, the Colorado Office of Economic Development and International Trade (“OEDIT”) and the Colorado Department of Local Affairs (“DOLA”) (the “Partnering Agencies”) regarding any prospective purchases of any portion of the Burnham Yard by such agencies. Any such property identified shall be taken into account in CDOT’s final determination of the Retained Property, which shall include information regarding the prospective uses, densities, and other key commercial parameters proposed by the Partnering Agencies. CDOT shall serve as liaison with the Partnering Agencies to ensure appropriate coordination with HPTE’s fulfillment of its responsibilities under this Section II.1.c including, in particular, land use planning and visioning for the future of the Burnham Yard in partnership with Denver and in contemplation of HPTE’s disposition of the Remnant Property.

d. Reasonably cooperate with HPTE, and provide any information requested by HPTE, that is necessary for HPTE’s fulfillment of its responsibilities under this Section II.1.d.

2. HPTE Responsibilities. During the Hold Period, HPTE agrees to utilize the monies available for the Additional Property Expenditures to undertake the following activities:

a. Negotiate and enter into an MOU with Denver for the preparation of a Small Area Plan by the Denver Department of Community Planning and Development (“CPD”), which will include engagement with community members, stakeholders, the Partnering Agencies, and development of an Infrastructure Master Plan (“IMP”) for the Burnham Yard, in accordance with the standard CPD Large Development Review (“LDR”) process.

b. Engage an owner’s representative with planning expertise to represent HPTE’s and CDOT’s interests during the planning processes being undertaken by Denver for the Burnham Yard.

c. HPTE (or a consultant engaged by HPTE) shall serve as liaison with Denver to ensure appropriate coordination with CDOT’s planning efforts and with the goals of the Partnering Agencies.

d. HPTE will continuously evaluate the cost implications of planning determinations made as part of the Denver and related State planning efforts in order to determine the likely impacts on the value of the Remnant Property resulting from such decisions.

e. HPTE will consider (but will not be required to undertake), in close coordination with and on behalf of CDOT, the potential cost/benefit and value in undertaking additional activities to advance, including without limitation, the following:

i. conceptual land use and infrastructure planning and cost estimating, either through engagement of a land use planning consultant or in partnership with a potential developer;

ii. engagement with the Colorado Department of Public Health and Environment (“CDPHE”) regarding potential remediation of the Burnham Yard and its enrollment in the Voluntary Cleanup and Redevelopment (“VCUP”) Program;

iii. zoning and/or other entitlements;

iv. engagement with the Denver Urban Renewal Authority (“DURA”) on blight studies and/or the establishment of an urban renewal area, in order to make available tax increment financing revenues to support the cost of public infrastructure and environmental remediation for development of the Remnant Property; and/or

v. any other action deemed necessary or appropriate by HPTE and CDOT in order to either increase the disposition value of the Remnant Property and/or to further other important policy goals of CDOT and the Partnering Agencies.

(together, the “Eligible Additional Property Expenditure Activities”)

3. Pre-Funding of Additional Property Expenditures by CDOT. At or before closing on the Acquisition, CDOT will pre-fund, on a non-refundable basis, \$5 million for the Additional Property Expenditures, which may include any of the HPTE responsibilities during the Hold Period set forth in Section II.2 of this Agreement.

4. Increases in Additional Property Expenditures. HPTE shall not be obligated to undertake any activities identified in Section II.2.e above to the extent the cost of such activities exceeds the \$5 million in Additional Property Expenditures allotted for such activities. To the extent HPTE and CDOT mutually agree that HPTE should undertake activities costing in excess of the amount of in Additional Property Expenditures allotted, including in particular the activities identified in Section II.2.i of this Agreement, CDOT may allocate additional amounts to HPTE for such purposes.

5. Additional Property Expenditures Not a Grant. The Parties hereby agree and acknowledge that all amounts made available by CDOT to HPTE pursuant to Sections II.3 and II.4 are being paid in exchange for services rendered by HPTE to CDOT and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

SECTION III. DISPOSITION OF THE PROPERTY

1. Final Determination of Retained Property. No earlier than the date that is two years after the closing date of the Acquisition, and no later than eighteen months prior to the end of the Hold Period, CDOT shall provide HPTE a legal description and accompanying map depicting the Retained Property.

2. Delay in Determination of Retained Property. CDOT acknowledges and is aware that any delay in the determination of the Retained Property that hinders HPTE to effect a timely disposition of the Remnant Property or refinancing of its Bank Loan Obligations prior to the conclusion of the Hold Period will result in an increase in the Bank Loan Obligations payable by HPTE. During such period, CDOT will continue to make lease payments under the Lease as provided for therein. Furthermore, HPTE will be entitled to request a CDOT Backup Loan, as provided for in Section V of this Agreement, to cover such increases in its Bank Loan Obligations until such time that HPTE is able to effect a timely disposition of the Remnant Property or refinancing of the Bank Loan Obligations.

3. Increases and Restrictions to the Retained Property.

a. In seeking the Purchase Loans to finance the Acquisition on CDOT's behalf, HPTE has relied upon representations made by CDOT that it expects to retain no more than 12-15 acres of the Burnham Yard Property for the Transportation Projects. In the event the Retained Property comprises more of the Burnham Yard than contemplated as of the date of this Agreement, the proceeds available to HPTE from the disposition of the Remnant Property may be insufficient for HPTE to fully repay its Bank Loan Obligations. Furthermore, if CDOT, or the Partnering Agencies acting through CDOT, desire to impose restrictions on any portion of the Remnant Parcels, or to purchase any portion of the Burnham Yard (comprising a portion of the Retained Property) for uses other than the highest and best use, the proceeds available to HPTE from the disposition of the Remnant Property may be insufficient for HPTE to fully repay its Bank Loan Obligations.

b. If, as a result of the occurrence of any of the circumstances contemplated in this Section III.3, the Disposition Proceeds available to HPTE through the sale or long-term lease of all of the Remnant Property are less than the amount needed to discharge HPTE's outstanding Bank Loan Obligations, then, upon HPTE's disposition of all of the Remnant Property, CDOT shall pay to HPTE the amount representing the difference between the actual Disposition Proceeds and the amount needed to discharge HPTE's outstanding Bank Loan Obligations (such payment, a Top-Off Payment). The Parties hereby agree and acknowledge that any such Top-Off Payment shall represent a payment in exchange for goods provided by HPTE to CDOT in the form of property rights in the

Remnant Property and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

c. The parties agree that a greater likelihood exists that the Disposition Proceeds available to HPTE from the disposition of the Remnant Property may be insufficient for HPTE to fully repay its Bank Loan Obligations if CDOT retains more than 19 acres in total of the Burnham Yard Property. Accordingly, CDOT shall not be entitled to make a final determination to retain in excess of 19 acres unless, at the time notice is given to HPTE of such determination, CDOT shall have first allocated funds sufficient to make the projected Top-Off Payment payable to HPTE under Section III.3.b of this Agreement. The amount allocated for such Top-Off Payment shall be based on a commercially reasonable estimate of the projected Disposition Proceeds available from the remaining Remnant Property (which may, but shall not be required to be, supported by an appraisal). The requirement for CDOT to allocate funds under this Section III.3.c shall be deemed satisfied if other equivalent funds (including, but not limited to, federal funds, funds made available by any Partnering Agency, funds made available by RTD, or any other legally available funds of HPTE) are available and allocated by HPTE for such purpose.

4. Disposition of the Remnant Property. Following the final determination by CDOT of the Retained Property in accordance with Section II.1, HPTE shall promptly commence planning for the disposition of the Remnant Property, including, but not limited to, through solicitation of a real estate developer, which process shall be concluded no later than the conclusion of the Hold Period. Alternatively, HPTE may determine, with the prior consent of CDOT, to undertake a refinancing of its Bank Loan Obligations in full, in which case CDOT will continue to be obligated to make payments under the Lease, unless such Lease is amended and/or terminated in conjunction with such refinancing.

5. Mutual Agreement to Delay Disposition of the Remnant Property. HPTE and CDOT may mutually agree to delay disposition of the Remnant Property for any reason. During such period of delay following the Hold Period, CDOT will continue to make lease payments under the Lease as provided for therein. Furthermore, HPTE will be entitled to request a CDOT Backup Loan, as provided for in Section V of this Agreement, to cover such increases in its Bank Loan Obligations until such time that HPTE and CDOT determine to proceed with the disposition of the Remnant Property or refinancing of the Bank Loan Obligations.

SECTION IV. DISPOSITION PROCEEDS

1. Insufficiency of Disposition Proceeds. In seeking the Purchase Loans to finance the Acquisition on CDOT's behalf, HPTE has relied upon (i) an appraisal of the fair market value of the Burnham Yard as of the date of the Acquisition and (ii) certain other estimates and representations made by CDOT regarding the estimated fair market value of the Retained Property. Furthermore, in undertaking the Acquisition on CDOT's behalf, HPTE has assumed that (x) the total payments to be made by CDOT during the Lease term represent the approximate equivalent fair market introductory ground rent value of the Property, and (y) the \$10 million in Pre-Paid Lease Payments to be paid by CDOT during the Hold Period represent the approximate prospective

fair market value of the Retained Property. Based on these assumptions, HPTE reasonably expects that the value of the Disposition Proceeds will equal or exceed the amount needed to discharge HPTE's outstanding Bank Loan Obligations at the conclusion of the Hold Period. If, at the conclusion of the Hold Period, the fair market value assumed by CDOT and HPTE at the outset of the Acquisition was inaccurate, and as a result, the Disposition Proceeds are less than the amount needed to discharge HPTE's outstanding Bank Loan Obligations, then, upon HPTE's disposition of all of the Remnant Property, CDOT shall pay to HPTE the amount representing the difference between the actual Disposition Proceeds and the amount needed to discharge HPTE's outstanding Bank Loan Obligations (such payment, a Top-Off Payment). The Parties hereby agree and acknowledge that any such Top-Off Payment shall represent a payment in exchange for goods and services provided by HPTE to CDOT and shall not be construed as a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

2. Sharing of Excess Disposition Proceeds.

a. The Parties acknowledge that pursuant to the terms of its purchase and sale agreement with the UPRR, if HPTE sells to one or more third parties any portion of the Property (a "Third-Party Sale"), HPTE shall pay to UPRR 40% of the "Cumulative Gross Sale Proceeds" of such Third-Party Sale(s) in excess of the sum of (A) the Purchase Price and (B) CDOT's "Remediation Costs," subject to a total cap of \$11,000,000 payable to UPRR. "Cumulative Gross Sale Proceeds" means the sum of all amounts paid to HPTE in respect of Third-Party Sales, net only of standard closing costs payable in conjunction with the closing of such Third-Party Sale. "Remediation Costs" means Buyer's actual out-of-pocket costs to remediate the Property for any use other than transportation-related uses.

b. HPTE shall pay all outstanding Bank Loan Obligations prior to making any payments to the UPRR pursuant to this Section IV.2. In the event HPTE's outstanding Bank Loan Obligations at any time exceed the sum of (A) the Purchase Price and (B) CDOT's Remediation Costs, the portion of Cumulative Gross Sale Proceeds payable to UPRR shall be included in the calculation of the Top-Off Payment and be payable by CDOT in accordance with Section IV.1 of this Agreement.

c. The Parties further agree that HPTE shall pay to CDOT 40% of Cumulative Gross Sale Proceeds from Third-Party Sale(s) in excess of the sum of (A) the Purchase Price, (B) amounts payable to UPRR, and (C) any amounts owed by HPTE on any Bank Loan Obligations and on any CDOT Backup Loan.

SECTION V. CDOT BACKUP LOAN OBLIGATIONS

1. The Bank Loan Agreements, attached hereto as Exhibit C, including the notes attached thereto, contain the obligation of HPTE to pay to the Lenders the principal of and interest on the Purchase Loans and certain other amounts with respect to the Purchase Loans made by each Lender pursuant to the applicable Bank Loan Agreement (collectively, the "Bank Loan Obligations").

2. The Transportation Commission has reviewed the Bank Loan Agreements and is aware of the Bank Loan Obligations. On or before September 15 of the immediately preceding fiscal year, HPTE shall estimate whether and in what maximum amount it may be necessary for HPTE to request that CDOT provide financial support to fulfill a Bank Loan Obligation in any fiscal year, it being understood that any such financial support shall be in the form of a loan from CDOT to HPTE pursuant to C.R.S. § 43-4-806(4) (a “CDOT Backup Loan”). HPTE shall notify the CDOT Executive Director in writing as to the estimated maximum amount, if any, that is expected to be payable in the succeeding fiscal year in the event HPTE does not reasonably expect Disposition Proceeds or Refinancing Proceeds sufficient to satisfy the Bank Loan Obligations due in such fiscal year, and such maximum amount (the “CDOT Backup Loan Set Aside”) shall be included in the budget request to the Transportation Commission for an allocation of moneys in the state highway fund for such purpose.

3. HPTE may also, at any time during any fiscal year, notify the Executive Director in writing that HPTE desires that CDOT make CDOT Backup Loans for any Bank Loan Obligations in an amount that exceeds any CDOT Backup Loan Set Aside that the Transportation Commission has previously allocated for such fiscal year. In such event, the Executive Director shall submit a supplemental budget request to the Transportation Commission at its next regularly scheduled meeting for an allocation or supplemental allocation of moneys in the state highway fund for the purpose of making additional CDOT Backup Loans to HPTE in such fiscal year in an amount equal to the amount set forth in the notice delivered by HPTE to the Executive Director pursuant to this Section.

4. Moneys allocated by the Transportation Commission to make CDOT Backup Loans shall be transferred to HPTE (or, subject to the terms of the Bank Loan Agreements, at HPTE’s direction) and shall be used by HPTE to satisfy the Bank Loan Obligations, as they become due.

5. Notwithstanding any other provision hereof:

a. CDOT and HPTE agree and acknowledge that the Transportation Commission has no obligation to allocate funds to make CDOT Backup Loans in any fiscal year and the decision whether or not to allocate funds, and the amount, if any, of funds allocated, to make CDOT Backup Loans in any fiscal year shall be made at the sole and absolute discretion of the Transportation Commission;

b. CDOT and HPTE further agree and acknowledge that notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, any CDOT Backup Loan made hereunder shall, in accordance with C.R.S. § 43-4-806(4), constitute a loan and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution or as defined in C.R.S. § 24-77-102;

c. Prior to allocating any funds to make CDOT Backup Loans in any fiscal year, CDOT shall determine that a sufficient unencumbered balance remains available

from any funds legally available for use for CDOT Backup Loans in an amount equal to the amount of funds so allocated;

d. If an allocation by the Transportation Commission shall have been made, CDOT Backup Loans shall be made up to the amounts requested by HPTE as set forth above; and

e. No CDOT Backup Loan shall be repaid earlier than the date on which all Bank Loan Obligations are satisfied.

6. Any CDOT Backup Loans made to HPTE in support of Bank Loan Obligations shall be authorized by and subject to a separate Transportation Commission Resolution and shall be evidenced by one or more loan agreements and promissory notes in substantially the form attached hereto as **Exhibit B** (a “CDOT Backup Loan Agreement”), with terms consistent with the terms contained herein. In particular, having regard to the requirement that the CDOT Backup Loans shall not be repaid prior to satisfaction of the Bank Loan Obligations and any similar obligations incurred by HPTE under any future refinancing of the Bank Loan Agreements, the Parties agree to cooperate in good faith to determine a reasonable repayment schedule for each CDOT Backup Loan.

SECTION VI. DEFAULTS, TERMINATION AND REMEDIES

1. Default; Cure. The failure of either Party to fulfill its obligations to perform in accordance with the terms of this Agreement shall constitute a breach of this Agreement. The non-breaching Party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the other Party of its intent to terminate, and at least thirty (30) days’ opportunity to cure the default or show cause why termination is not otherwise appropriate; provided, however, that such breaching Party shall not be in default under this Agreement if it has promptly commenced a cure of such nonperformance and is diligently pursuing the same. Any finding of nonperformance and failure to cure under this Paragraph shall be referred for dispute resolution as provided for in Section VI.3 hereof prior to any termination becoming effective. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, no Party shall terminate, or agree to terminate, this Agreement while any of HPTE’s Bank Loan Obligations remain outstanding.

2. Default for Non-Payment. If HPTE fails to repay any CDOT Backup Loan in accordance with the applicable CDOT Backup Loan Agreement, and upon notice to HPTE and failure by HPTE to cure within thirty (30) days thereof, CDOT may, at its option: (i) terminate its commitment to consider making future CDOT Backup Loans hereunder; (ii) declare the entire principal amount of all CDOT Backup Loans then outstanding immediately due and payable; or (iii) take any other appropriate action available at law or in equity; provided, however, that no CDOT Backup Loan, or interest thereon, shall be repaid at any time there are amounts outstanding under the Bank Loan Agreements. Notwithstanding the exercise of any of the remedies above, HPTE shall not be relieved of liability to CDOT for any damages sustained by CDOT by virtue of any breach of this Agreement by HPTE.

3. Dispute Resolution. Any dispute concerning the performance of this Agreement shall be resolved at the lowest staff level possible and shall first be referred to the CDOT CFO and the HPTE Director (or the HPTE Director's designee). Failing resolution by such officers, the escalation process shall be to the (i) CDOT Chief Engineer and HPTE Director; (ii) CDOT Executive Director and HPTE Director; and (iii) the Transportation Commission and HPTE Board of Directors.

SECTION VII. PROCESS GOVERNANCE

1. Participation in Planning Processes. HPTE shall undertake commercially reasonable efforts to ensure that CDOT, and any Partnering Agency identified by CDOT, will be adequately represented in the planning processes led by Denver and coordinated through HPTE.

2. Project Management Team. HPTE shall undertake commercially reasonable efforts to establish, together with Denver and other stakeholder agencies (which shall include CDOT and any Partnering Agency) a project management team (the "PMT") for periodic updates on each agency's ongoing activities and decision-making during the Hold Period. The PMT may include consultants and other advisors of HPTE and Denver who are involved in planning processes for the Burnham Yard, and shall specifically include discussions and updates regarding HPTE's planning for eventual disposition of the Property. The PMT will meet at least bi-monthly during the Hold Period.

3. Executive Oversight Committee. HPTE shall undertake commercially reasonable efforts to establish, together with Denver and other stakeholder agencies (which shall include CDOT and any Partnering Agency) an executive oversight committee (the "EOC") for periodic updates, issue resolution, and decision-making during the Hold Period. The EOC will meet at least quarterly during the Hold Period.

SECTION VIII. GENERAL PROVISIONS

1. Effective Date; Term. This Agreement shall be effective as of the date it is approved and signed by the Colorado State Controller or its designee (the "Effective Date") and shall continue until the earlier of (i) the disposition by HPTE of all Remnant Property and (ii) the date on which the Parties mutually agree to terminate this Agreement.

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

3. Severability. The terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

4. Record Keeping Requirements. Each Party shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and make such materials available to the other Party upon reasonable request.

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

6. Notices. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of CDOT and HPTE. All communication, notices, and correspondence with respect to the performance of this Agreement shall be addressed to the individuals identified below. Communications shall be in writing and, if transmitted by U.S. Mail shall be delivered by certified mail, return receipt requested, and deemed delivered three days after deposit with the U.S. Post Office, and if delivered by hand or overnight courier, on the date of delivery, and if by electronic means, on the date shown in a conformation of receipt. Any Party may, from time to time, designate in writing new or substitute representatives or addresses for delivery.

If to CDOT:

Jeffrey Sudmeier
Chief Financial Officer
2829 W. Howard Place
Denver, CO 80204
Email: jeffrey.sudmeier@state.co.us

If to HPTE:

Nicholas J. Farber
HPTE Director
2829 W. Howard Place
Denver, CO 80204
Email: nicholas.farber@state.co.us

7. Successors and Assigns. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

8. No Third-Party Beneficiaries. No third-party beneficiary rights or benefits of any kind are expressly or impliedly provided herein. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by the Lenders under the Bank Loan Agreements or by any other third person.

9. Governmental Immunity. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.

10. Adherence to Laws. At all times during the performance of this Agreement, the Parties shall adhere to and comply with all applicable federal and State laws, rules, and regulations

that have been or may hereafter be duly adopted, promulgated or otherwise established, including, but not limited to applicable State and federal laws respecting discrimination and unfair employment practices.

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

12. Subject to Annual Allocation. All obligations of CDOT under this Agreement are subject to allocation of moneys therefor by the Transportation Commission in the applicable fiscal year in its sole discretion, and shall not be deemed or construed as creating an indebtedness of CDOT within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of CDOT, and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of CDOT within the meaning Section 20(4) of Article X of the Colorado Constitution.

13. Choice of Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

14. Titles and Headings. The titles and headings of the Sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof, shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

15. Employee Financial Interest. Each of the Parties avers, to the best of its knowledge, no employee of HPTE or CDOT, as the case may be, has any personal or beneficial interest whatsoever in the service or property described herein.

16. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or email signatures. The Parties hereby acknowledge and agree that electronic

records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered that had been signed using a handwritten signature. All Parties to this Agreement (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intend to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other Party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this Agreement are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”), the Colorado Uniform Electronic Transactions Act (“CUETA”) (C.R.S. Section 24-71.3-101 et seq.), or any other similar state laws based on CUETA, that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under E-SIGN and CUETA with respect to this specific transaction.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have made and entered into this Agreement as of the date it is approved and signed by the Colorado State Controller or its designee below.

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

STATE OF COLORADO
JARED S. POLIS, Governor

By: _____
Shoshana M. Lew
Executive Director

FOR THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE:

By: _____
Nicholas J. Farber
HPTE Director

APPROVED:

PHILIP J. WEISER
Attorney General

By: _____
Andrew J. Gomez
Assistant Attorney General

[Signature page 1 of 2 to the Burnham Yard Acquisition Intra-Agency Agreement]

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

[Signature page 2 of 2 to the Burnham Yard Acquisition Intra-Agency Agreement]

EXHIBIT A

Form of Lease Agreement (Burnham Yard Property)

INTERAGENCY LEASE AGREEMENT

THIS INTERAGENCY LEASE AGREEMENT ("Lease") made this 25th, day of May, 2021 by and between the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE, a government-owned business and a division of the Colorado Department of Transportation ("CDOT") whose address is 2829 W. Howard Place, Denver, CO 80204 hereinafter called the "Lessor", and the STATE OF COLORADO, acting by and through CDOT whose address is 2829 W. Howard Place, Denver, CO 80204 hereinafter called "Lessee".

RECITALS:

WHEREAS, as to Lessee, authority exists in the law and funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment.

WHEREAS, Lessor and Lessee have contemporaneously entered into that certain Burnham Yard Acquisition Intra-Agency Agreement, dated May 25, 2021, (the "IAA").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PREMISES, TERM, RENT.** (a) Lessor hereby leases and demises unto Lessee the premises, hereinafter referred to as "Premises." The Premises, known and described as Burnham Yard includes approximately **58.62 acres** of property, including land, improvements and other rights appurtenant thereto. The Premises is more specifically described on Exhibit A attached hereto and made a part hereof.

(b) To have and to hold the same, together with all appurtenances, unto Lessee for the term beginning **May 26, 2021**, and ending **30 YEARS THEREAFTER**, subject to earlier termination as provided herein, at and for a rental for the full term at the annual rate(s) as shown below:

TERM DATE(S)	TERM RENT	ANNUAL RENT
YEARS 1-5 (INTRODUCTORY RENT PERIOD)	\$10,000,0000	\$2,000,000 (PRE-PAID IN FULL BY LESSEE)
YEARS 6-30	N/A	\$3,250,000 (inflated per below)

For year six, the annual rent due shall be equal to \$3,250,000 increased by the greater of (i) 0% and (ii) the total percentage change (if any) in the Denver-Aurora-Lakewood (or its applicable successor index) U.S. Bureau of Labor and Statistics Consumer Price All Items Index ("CPI") since May 26, 2021.

For each subsequent year, the prior year's annual rent increased by greater of (i) 0% and (ii) the percentage change (if any) in the CPI since the prior year.

Rent shall be received by May 26, 2021, in advance of each year during the term hereof, through an interdepartmental transfer approved by Lessee for the benefit of Lessor, subject to the limitations and conditions of sections 15 and 18 herein to the address as noted below:

2. **USE OF PREMISES.**

a) Lessee agrees that the Premises shall be used and occupied in a careful, safe and proper manner, and that it will pay on demand for any damage to the Premises caused by the misuse of same by it, its guests, invitees, agents, or employees.

b) Lessee shall not use or permit the Premises to be used for any purposes prohibited by the laws or regulations of the United States or the State of Colorado, the ordinances of the City and County of Denver, or other governmental entity with jurisdiction.

c) Lessee shall not use or keep any substance or material in or about the Premises which may vitiate or endanger the validity of the insurance on the Premises or increase risks associated with the use or occupancy of the Premises, or which may prove offensive or annoying to persons occupying adjacent premises.

d) Lessee shall not permit any nuisance in the Premises.

e) Lessee shall comply with all requirements of the IAA.

3. **SERVICES BY LESSOR.** Lessor shall provide to Lessee during the occupancy of said Premises, as a part of the rental consideration, the following:

Lessor shall undertake those services set for in Section II.2 of the IAA between Lessor and Lessee, as and when required under the IAA. Lessee shall grant Lessor and its employees, agents, contractors and subcontractors access to the Premises at all reasonable times in order to carry out such services.

4. **WORK REQUIREMENTS.** Within 120 days of the execution date of this Lease, Lessee shall install and thereafter maintain a 6' fence along the western and southern Premises boundaries and along the western boundary of the Union Pacific Railroad ("UPRR") railroad easement on the Premises, with a minimum 14' wide gate installed in such location as to permit the UPRR to access the signboard easement on the Premises by vehicle. The fence and gate must comply with applicable code and be of a design and type satisfactory to the UPRR. Lessee shall submit plans for the fence and gate installation for UPRR's review and approval to: Union Pacific Railroad Company, Attn: Assistant Vice President – Real Estate (Folder No. 2891-27), 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179.

5. **MAINTENANCE OF PREMISES/ENTRY BY LESSOR.**

a) Lessor shall, unless herein specified to the contrary, maintain the Premises in good repair and in tenantable condition during the term of this Lease, except in the event of damage rising from an act or the negligence of Lessee, its agents or employees. Lessee shall not commit or allow any waste or damage to be committed on any portion of the Premises. Lessee shall maintain security on the site as necessary to comply with its obligations under this section. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver up the Premises to Lessor in as good condition as at date of possession by Lessee, ordinary wear and tear excepted.

b) Lessor shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections and repairs or maintenance. Lessor, including agents or designees of the Lessor, shall be permitted to enter upon the Premises at any time for purposes of fulfilling its obligations under Section 3 of this Lease.

6. **ALTERATIONS TO PREMISES.** Lessee shall not make any structural or non-structural changes, alterations, or improvements to the Premises without the prior written approval of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. This includes, but is not limited to, any change, alteration, or improvement which, in the sole discretion of Lessor, impairs the structural soundness or diminishes the value of the building(s) on the Premises; impacts the exterior appearance of the Premises; changes the interior configuration of the

Premises; or adversely impacts the functioning of the wiring, plumbing, heating, air conditioning, sewer, or other similar systems.

Lessee shall not make any changes to the Premises without the prior written consent of Lessor, which approval may be withheld at the sole and absolute discretion of Lessor. All alterations, additions, improvements, and fixtures that may be made or installed by either of the parties hereto upon the Premises or improvements thereon and which in any manner are attached to the floors, walls or ceilings shall be the property of Lessor and at the termination of this Lease shall remain upon and be surrendered with the Premises as a part thereof.

7. **OWNERSHIP.** The State of Colorado through HPTE is the owner of the Premises. Lessor warrants and represents itself to be the authorized agent of the State of Colorado for the purposes of granting this Lease.

8. **LEASE ASSIGNMENT.** Lessee shall not assign this Lease and shall not sublet the Premises, and will not permit the use of the Premises to anyone, other than Lessee, its servants, agents or employees, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed. The parties hereby agree that any assignment or transfer shall be limited to another State agency or institution with a similar business use.

9. **APPLICABLE LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease.

10. **LESSEE'S PERSONAL PROPERTY.** All personal property of any kind or description whatsoever in the Premises shall be at the Lessee's sole risk, and Lessor shall not be liable for any damage done to or loss of such personal property. If Lessee shall fail to remove all its effects from the Premises upon the termination of this Lease for any cause whatsoever, Lessor, at its option, may remove the same in any manner that it shall chooses, and store the said effects without liability to the Lessee for loss thereof. Within thirty (30) days after termination of this Lease, Lessor shall provide written notice to Lessee of any personal property items removed. Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal.

11. **CONDEMNATION.** If the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. Any award granted for either partial or complete taking regarding the Premises shall be the exclusive property of Lessor.

12. **EARLY TERMINATION.** Neither party shall terminate this Lease, or agree to terminate, this Lease while any of HPTE's Bank Loan Obligations remain outstanding, or as provided for in the IAA.

13. **BREACH OF LEASE.** Any failure of either party to perform or comply with any of the terms of this Lease shall constitute a breach of the Lease. The parties agree that no act or omission shall be deemed an event of default and a breach of the Lease unless the non-defaulting party shall have given the defaulting party notice of the alleged default and fourteen (14) days to cure the same. Any dispute concerning the performance of this Lease that cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final and binding on all parties. The State Controller may at his/her option refer the dispute to the State Attorney General or his/her designee whose decision on the dispute shall be final and binding on all parties. In the event that the dispute is referred to the Attorney General, the parties hereto shall share equally all fees and costs attendant to the Attorney General's resolution of the dispute.

No waiver of any breach of any one or more of the conditions or covenants of this Lease by Lessor shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

14. **FISCAL FUNDING.** Financial obligations of both Lessor and Lessee after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available.

15. **COMPLETE AGREEMENT.** This Lease, including all exhibits, supersedes any and all prior written or

oral agreements and there are no covenants, conditions or agreements between the parties except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules. Notwithstanding the foregoing, to the extent there are any inconsistencies between the terms of this Lease and the IAA, the terms of the IAA shall govern.

16. **SUCCESSORS AND ASSIGNS/SEVERABILITY.** The captions and headings used in this Lease are for identification only, and shall be disregarded in any construction of the Lease provisions. All of the terms of this Lease shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both the Lessor and the Lessee. If any portion, clause, paragraph, or section of this Lease shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Lease shall remain in full force and effect.

17. **FEDERAL FUNDING.** In the event that any or all funds for payment of this Lease are provided by the federal government, this Lease is subject to and contingent upon the continuing availability of federal funds for the purposes hereof, and if such funds are not made available, this Lease may be unilaterally terminated by the Lessee at the end of any month provided a thirty (30) day advance notice of termination is given to the Lessor in writing.

18. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in a U.S. Mail Depository with sufficient postage attached thereto:

LESSOR:

Colorado Department of Transportation
2829 West Howard Place
Denver, CO 80204
Attn: Nicholas Farber, HPTE Director

LESSEE:

Colorado Department of Transportation
2829 West Howard Place
Denver, CO 80204
Attn: David Fox, Property Management

Notice of change of address shall be treated as any other notice.

19. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Lessor or Lessee is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within 30 days of the date request was made. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefore.

20. **HOLDING OVER.** If Lessee fails to vacate the Premises upon expiration or sooner termination of this Lease, Lessee shall be a month-to-month Lessee and subject to all the laws of the State of Colorado applicable to such tenancy. The rent to be paid by Lessee during such continued occupancy shall be the same being paid by Lessee as of the date of expiration or sooner termination. Nothing in this section shall be construed as relieving either party of its obligation to execute a new or extended lease agreement to cover future lease periods, as required by State of Colorado Fiscal Rules and the provisions of §24-30-202, C.R.S., as amended.

21. **NO BENEFICIAL INTEREST.** The signatories hereto aver that, to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

22. **NO VIOLATION OF LAW.** The signatories hereto aver that they are familiar with §18-8-101, et seq., C.R.S. (Bribery and Corrupt Influences) and §18-8-401, et seq., C.R.S. (Abuse of Public Office) and that no violation of such provisions is present.

23. **LIABILITY EXPOSURE.** The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies,

boards, officials, and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S. and §24-30-1501, et seq., C.R.S. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor and the Lessee to the above cited laws.

24. **SUBORDINATION.** This Lease is subordinated to any and all existing and future liens of Lessor, including, but not limited to, ground leases, mortgages and deeds of trust.

25. **CONTROLLER'S APPROVAL.** In accordance with the requirements of § 24-30-202(1), C.R.S., as amended, this Lease shall not be deemed valid until it has been approved by the Controller of the State of Colorado, or such assistant as he/she may designate.

26. **ADDITIONAL PROVISIONS.**

a) This Lease shall not be effective until Lessor closes on the purchase of the Premises. The term of this Lease shall commence upon such closing.

b) Lessee intends to identify that portion of the Premises it intends to retain permanently for the Transportation Projects, in accordance with the provisions of the IAA between Lessor and Lessee, within the first three years and six months of the Term of this Lease.

c) Upon determination by Lessee of the Retained Property, Lessor will proceed to dispose of the Remnant Property in accordance with the provisions of the IAA. Upon the disposition of any Remnant Property by the Lessor, this Lease shall terminate as to the portion of the Remnant Property sold, and be of no further force and effect. Upon the disposition of all Remnant Property by the Lessor, this Lease will terminate and Lessee will not be obligated to make any further payments under this Lease, except as otherwise provided for in the IAA.

d) At termination of this Lease, the Retained Property will be conveyed in fee simple by deed from Lessor to Lessee.

e) Lessor and Lessee may jointly determine not to immediately proceed with disposition of the Remnant Property as provided for in the IAA, in which case this Lease, and the Lessee lease payment obligations hereunder, shall remain in full force and effect until such time as the Remnant Property is disposed of by Lessee.

f) Notwithstanding any other provision of this Lease to the contrary, this Lease shall not terminate while the Lessor's obligations under its Bank Loan Agreements with the Lenders remain outstanding.

g) All capitalized terms used in this section and not defined shall have the meaning ascribed to in the IAA.

IN WITNESS WHEREOF, the parties hereto have executed this State of Colorado Interagency Lease Agreement on the day and year first above written.

LESSOR:
HIGH PERFORMANCE TRANSPORTATION
ENTERPRISE

By: _____

Title: Director

Date: _____

LESSEE:
STATE OF COLORADO
Acting by and through
Colorado Department of Transportation

By: _____

Title: Chief Engineer

Date: _____

APPROVALS

ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Lessor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

APPROVED:
DEPARTMENT OF LAW
ATTORNEY GENERAL (or authorized Delegate)

By: _____

Date: _____

APPROVED:
DEPARTMENT OF PERSONNEL &
ADMINISTRATION
REAL ESTATE PROGRAMS
For the Executive Director

By: _____

Date: _____

APPROVED:
STATE OF COLORADO

STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

State Lease I.D.#: ____ - ____ - ____ - ____ - ____ - ____

EXHIBIT B

Form of CDOT Backup Loan Agreement (Burnham Yard Acquisition)

THIS CDOT BACKUP LOAN AGREEMENT, made this ___ day of _____, 20___ by and between the State of Colorado for the use and benefit of THE COLORADO DEPARTMENT OF TRANSPORTATION (referred to herein as “CDOT” or the “Lender”) and the COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE (referred to herein as “HPTE” or the “Borrower”) entered into pursuant to the Burnham Yard Acquisition Intra-Agency Agreement, dated as of May 25, 2021, between Lender and Borrower (the “Intra-Agency Agreement”). All capitalized terms not defined herein shall have the meaning ascribed to them pursuant to the Intra-Agency Agreement.

RECITALS

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

B. The Borrower was authorized and created pursuant to C.R.S. §§ 43-4-806(1) and (2) as a government-owned business, an enterprise for purposes of Article X, Section 20 of the State Constitution, and a division of CDOT, and is charged with aggressively pursuing innovative means of financing surface transportation projects.

C. The Transportation Commission of Colorado (the “Transportation Commission”) is the budgetary and policy-making body of the Lender and may, pursuant to C.R.S. Section 43-4-806(4), authorize the transfer by the Lender of money from the state highway fund to the Borrower to defray expenses of the Borrower and, notwithstanding any state fiscal rule or generally accepted accounting principle that could otherwise be interpreted to require a contrary conclusion, such a transfer by the Lender to the Borrower shall, in accordance with § 43-4-806(4), C.R.S. constitute a loan and shall not be considered a grant for purposes of Section 20(2)(d) of Article X of the State Constitution.

D. The Borrower has entered into Loan Agreements (the “Bank Loan Agreements”) with Bank of America, N.A. and JP Morgan Chase Bank, N.A. (each a “Bank” and referred to in its respective Bank Loan Agreement as the Lender) dated as of May 25, 2021, to finance the acquisition of the Burnham Yard property by HPTE.

E. The Bank Loan Agreements contain obligations of HPTE to pay to each Bank the principal of and interest on, and certain other amounts with respect to, the loan made by each Bank pursuant to the notes issued by HPTE to each Bank pursuant to C.R.S. Section 43-4-807 and the Bank Loan Agreements (the “Borrower Payment Obligations”).

F. The Borrower has requested a loan from the Lender in the amount of \$[Requested Amount] for [Borrower Payment Obligations] because [description].

G. The Transportation Commission has approved this loan request and authorized the Lender to make a loan to the Borrower in the amount of \$[Principal Amount], and has allocated funds, in its sole discretion, for such purpose.

H. Authority exists in the law and a sufficient unencumbered balance thereof remains available in [Fund 400] to lend to the Borrower.

I. This Agreement is executed under the authority of § 43-4-806(4), C.R.S. and by resolution of the HPTE Board of Directors.

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

ARTICLE I LOAN AND CLOSING

Section 1.01. Loan and Promissory Note. Pursuant to the terms of the Intra-Agency Agreement and this Agreement, the Lender hereby agrees to loan \$[Principal Amount] (the “Principal Amount”) to the Borrower and the Borrower agrees to pay the Lender the Principal Amount of the loan, plus interest on the terms described herein (collectively, the “Loan”). The Borrower’s obligation to pay the Lender the principal of and interest on the Loan is evidenced by a promissory note (the “Note”) in the form attached hereto as Attachment 1.

Section 1.02. Closing. The Lender shall deliver the principal amount of the Loan to the Borrower, by means of a transfer of immediately available funds to Borrower on a date mutually agreed to by the Borrower and the Lender (such date is referred to as the “Closing Date”).

ARTICLE II LOAN OBLIGATIONS

Section 2.01. Principal and Interest Payments. The Borrower shall pay to the Lender the principal amount of the Loan plus accrued interest in accordance with Section 2.07 hereof, or the Borrower may make prepayments in accordance with Section 2.05 hereof only to the extent permitted under the Bank Loan Agreements.

Section 2.02. Lender Invoice and Reports. The Lender shall deliver to the Borrower an invoice that includes the amount of principal and interest that shall be due with respect to the Loan at least thirty days before the next scheduled payment is due.

Section 2.03. Interest. Interest shall accrue on the principal amount of the Loan from the Closing Date through the day preceding the Maturity Date or Prepayment Date at the Interest Rate (defined in Section 2.04 hereof), computed on the basis of a 360-day year of twelve 30-day months.

Section 2.04. Interest Rate. “Interest Rate” means a rate of interest equal to the rate of interest established and adopted by resolution by the Transportation Commission for loans made

by the Colorado state infrastructure bank pursuant to 2 CCR 605-1, Rule V (2), and in effect as of the date hereof.

Section 2.05. Optional Prepayment. Subject to the requirements of the Bank Loan Agreements, the Borrower, at its option, may prepay the Loan in whole by paying the Lender the outstanding principal amount plus accrued interest, or in part on any date selected by the Borrower (such date of payment, a “Prepayment Date”) plus accrued interest to the Prepayment Date as selected by the Borrower; provided that no such optional prepayment shall be made at any time there are amounts outstanding under the Bank Loan Agreements.

Section 2.06. Resource Pledge for Repayment. The Borrower’s obligation to pay the principal and interest on the Loan and any other amounts payable by the Borrower hereunder (the “Backup Loan Obligations”) are extraordinary limited obligations of the Borrower payable solely from funds of HPTE legally available after accounting for amounts first required to be paid in accordance with the security and priority of payments set forth in the Bank Loan Agreements.

Section 2.07. Repayment Schedule. The Borrower shall make equal installments of \$[Payment Amount] to the Lender each [Payment Period] beginning on the sooner to occur of (i) [December 15] following the date on which all payment obligations under the Bank Loan Agreements are satisfied, the commitment to fund thereunder has been terminated by the bank, or the Bank Loan Agreement has been refinanced or (ii) [First Payment Due Date]; and continuing each [Payment Period] thereafter for [Number of Payments] consecutive [Payment Periods].

Section 2.08. Remittance. All loan payments shall be made payable to the Colorado Department of Transportation, and sent to the Lender’s accounting branch at 2829 W. Howard Place, Denver, CO 80204, or to such other place or person as may be designated by the Lender in writing.

ARTICLE III DEFAULT AND TERMINATION

Section 3.01. Event of Default. Borrower default (“Event of Default”) is governed by Section VI of the Intra-Agency Agreement.

Section 3.02. Remedies. Lender’s remedies upon the occurrence of an Event of Default are governed by Section VI of the Intra-Agency Agreement.

Section 3.03. Remedies Neither Exclusive Nor Waived. No remedy under Section 3.02 hereof is intended to be exclusive, and each such remedy shall be cumulative and in addition to the other remedies. No delay or failure to exercise any remedy shall be construed to be a waiver of an Event of Default.

Section 3.04. Waivers. The Lender may waive any Event of Default and its consequences. No waiver of any Event of Default shall extend to or affect any subsequent or any other then existing Event of Default.

ARTICLE IV TERMINATION

Section 4.01. Termination for Cause. Subject to the terms of the Intra-Agency Agreement, if, through any cause, the Borrower shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements, or stipulations of this Agreement, the Lender shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Borrower of its intent to terminate and at least thirty (30) days' opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding above, the Borrower shall not be relieved of liability to the Lender for any damages sustained by the Lender by virtue of any breach of this Agreement by the Borrower.

Section 4.02. Termination for Loss of Funding. The parties hereto expressly recognize that the Loan is made to the Borrower with State funds which are available to the Lender for the purposes of making a loan for the purposes described herein, and therefore, the Borrower expressly understands and agrees that all its rights, demands and claims to a loan arising under this Agreement are contingent upon availability of such funds to the Lender. In the event that such funds or any part thereof are not available to the Lender, the Lender may immediately terminate or amend this Agreement.

[Signature page follows.]

FOR THE COLORADO DEPARTMENT OF TRANSPORTATION:

By: _____
Name: _____
Title: Executive Director

FOR THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE:

By: _____
Name: _____
Title: Director

APPROVED:

[ATTORNEY GENERAL]
Attorney General

By: _____
Name: _____
Title: Assistant Attorney General

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

Section 24-30-202, C.R.S. requires that the State Controller to approve all agreements. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p>Date: _____</p>
--

[Signature page to CDOT Backup Loan Agreement (Burnham Yard Acquisition)].

Attachment 1
NOTE

\$ _____

For VALUE RECEIVED, THE COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE (the “Maker”) subject to and in accordance with a CDOT Backup Loan Agreement dated the [Date], by and between the Colorado Department of Transportation, as lender (the “Holder”) and the Maker, as borrower, promises to pay to the Holder the principal sum of \$[Principal Amount], with interest from the date set forth below at the rate of [Interest Rate]% per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America to the Holder at 2829 W. Howard Place, Denver, Colorado 80204 or at such place as may hereafter be designated by written notice from the Holder to the Maker hereof, on the date and in the manner following:

The Maker shall make equal installments of \$[Payment Amount] to the Lender each [Payment Period] beginning on the sooner to occur of (i) December 15 following the date on which all HPTE payment obligations under the Bank Loan Agreements are satisfied, the commitments to fund thereunder have been terminated by the Lenders, or the Bank Loan Agreements have been refinanced; or (ii) [First Payment Due Date]; and continuing each [Payment Period] thereafter for [Number of Payments] consecutive [Payment Periods]. [*Or replace by reference to the agreed repayment schedule*].

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Intra-Agency Agreement.

COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE

By: _____
HPTE Director

Attest: _____

EXHIBIT C

Bank Loan Agreements

LOAN AGREEMENT

between

COLORADO HIGH PERFORMANCE TRANSPORTATION ENTERPRISE,
as Borrower

and

[_____]
as Lender

Dated as of May [__], 2021

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LOAN AGREEMENT

This LOAN AGREEMENT (as amended, modified or restated from time to time, this “*Agreement*”) is entered into as of May [___], 2021, between the Colorado High Performance Transportation Enterprise, as borrower (the “*Borrower*”), and [Lender], as lender (together with its successors and assigns, the “*Lender*”).

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the recitals and elsewhere in this Agreement the following terms shall have the following meanings:

“*Additional Property Expenditures*” has the meaning set forth in the Indenture.

“*Affiliate*” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

“*Agreement*” has the meaning set forth in introductory paragraph hereof.

“*Amortization Payment*” has the meaning set forth in Section 3.01(b) hereof.

“*Amortization Payment Date*” means (a) May 15, 2027 and May 15, 2028 and (b) the Final Maturity Date.

“*Amortization Period*” has the meaning set forth in Section 3.01(b) hereof.

“*Audited Financial Statements*” means the audited consolidated balance sheet of the Borrower for the fiscal year ended June 30, 2020, and the related statements of income or operations and cash flows for such fiscal year of the Borrower, including the notes thereto.

“*Bank Rate*” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* one percent (1.00%), (ii) the Federal Funds Rate in effect at such time *plus* three percent (3.00%) and (iii) seven percent (7.00%).

“*Borrower*” has the meaning set forth in the introductory paragraph hereof.

“*Breakage Fee*” has the meaning set forth in Section 3.04 hereof.

“*Burnham Yard CDOT Backup Loan Account*” means the account created within the Indenture whereby any proceeds of CDOT Backup Loans shall be deposited.

“*Burnham Yard Project*” has the meaning set forth in the IAA.

“*Business Day*” means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York or the states where the principal corporate office of the Borrower or the principal corporate trust office of the Trustee is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or (c) a day on which the principal office of the Lender is closed.

“*Capitalized Interest Subaccount*” has the meaning set forth in the Indenture.

“*CDOT*” has the meaning set forth in Section 2.02(b) hereof.

“*CDOT Backup Loan*” means any loan or the portion of any loan made by CDOT to the Borrower pursuant to the terms of a CDOT Backup Loan Agreement and the IAA.

“*CDOT Backup Loan Agreement*” means any loan agreement and related promissory note entered into between CDOT and the Borrower pursuant to the terms of the IAA.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

“*Closing*” has the meaning set forth in Section 2.02 hereof.

“*Closing Date*” has the meaning set forth in Section 2.02(b) hereof.

“*CML*” has the meaning set forth in the Indenture.

“*Code*” means the Internal Revenue Code of 1986.

“*C.R.S.*” has the meaning set forth in Section 2.01(b) hereof.

“*Debt*” of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures,

notes, loan agreements, or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business and not past due for more than 60 days after the date on which such trade account was created), (d) all obligations of such Person as lessee under capital leases, (e) all Debt of others secured by a lien on any asset of such Person, whether or not such Debt is assumed by such Person, (f) all Guarantees by such Person of Debt of other Persons, (g) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments and (h) all obligations of such Person under any Swap Contract.

"Default" means any event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means a rate per annum equal to the Bank Rate plus 3.00%.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

"Director" means the director of the Borrower.

"Environmental Laws" means any and all Federal, state and local, statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"Event of Default" has the meaning set forth in Section 7.01 hereof.

"Event of Non-Allocation" means the failure of the Transportation Commission to allocate funds to make CDOT Backup Loans or any other backup loans requested by the Borrower.

"Event of Non-Allocation (OLA)" has the same meaning herein as the defined term *"Event of Non-Allocation"* contained in any Other Loan Agreement.

"Excess Interest Amount" has the meaning set forth in Section 3.03(b) hereof.

“*Federal Funds Rate*” means [_____].¹

“*Final Maturity Date*” means, with respect to the Loan after the Interest Rate Reset Date, the earlier to occur of (i) the third anniversary of the Interest Rate Reset Date, or (ii) the date that the principal of and interest on the Note is accelerated following the occurrence of an Event of Default.

“*Fiscal Year*” means the twelve month period from July 1 through the following June 30.

“*Front Range Passenger Rail*” has the meaning set forth in the Indenture.

“*Governmental Approval*” means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“*Guarantee*” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “*Guarantee*” as a verb has a corresponding meaning.

¹ See Lender specific insert.

“*Holder*” or “*Noteholder*,” whenever used herein with respect to the Note, means the Person in whose name the Note is registered, including, if applicable, the Lender.

“*IAA*” has the meaning set forth in Section 2.02(b) hereof.

“*Indenture*” means the State of Colorado, Colorado High Performance Transportation Enterprise Burnham Yard Indenture of Trust dated as of May [___], 2021, by and between the Borrower and the Trustee, relating to the State of Colorado, Colorado High Performance Transportation Enterprise Burnham Yard Revenue Notes (Burnham Yard Project), Series 2021[A][B], as may be amended, restated, or otherwise modified from time to time in accordance with the terms thereof and hereof.

“*Initial Rate*” has the meaning set forth in Section 3.02(a) hereof.

“*Interest Payment Date*” has the meaning set forth in Section 3.02(a) hereof.

“*Interest Rate Reset Date*” has the meaning set forth in Section 3.01(a) hereof.

“*Laws*” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“*Lease*” means that certain Lease dated as of May [___], 2021 entered into pursuant to the IAA between HPTE, as lessee, and CDOT, as tenant, as supplemented or amended from time to time pursuant to the terms hereof and thereof.

“*Lender*” has the meaning set forth in the introductory paragraph hereof.

“*Lender Transferee*” has the meaning set forth in Section 8.19(b) hereof.

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“*Loan*” has the meaning set forth in Section 2.01 hereof.

“*Loan Obligations*” has the meaning set forth in Section 5.16 hereof.

“*Margin Stock*” has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

“*Material Adverse Effect*” means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of (i) the ability of the Borrower to perform its obligations under any Related Document to which it is a party or (ii) the ability of CDOT to perform its obligations under the IAA or the Lease; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower or CDOT of any Related Document to which it is a party or the rights, security, interests or remedies of the Lender hereunder or under any other Related Document.

“*Maximum Interest Rate*” means the maximum interest rate permitted by applicable law.

“*Non-Lender Transferee*” has the meaning set forth in Section 8.19(c) hereof.

“*Note*” has the meaning set forth in Section 2.01(b) hereof.

“*OFAC*” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“*Other Loan Agreement*” means the Loan Agreement dated as of May [___], 2021, between the Borrower and the [_____], as amended, supplemented, modified or restated from time to time.

“*Participant*” has the meaning set forth in Section 8.19(d) hereof.

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

“*Pension Plan*” means any “employee pension benefit plan” which is (a) maintained by HPTE or (b) maintained by any other Person and to which HPTE contributes (or permits any other Person to contribute) or has an obligation to contribute, or has made contributions at any time during the immediately preceding six (6) plan years.

“*Permitted Encumbrance*” means the Lease.

“*Person*” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“*Plan*” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any ERISA Affiliate or any such Plan to which the Borrower or any ERISA Affiliate is required to contribute on behalf of any of its employees.

“*Prime Rate*” means [_____].²

“*Principal Amount*” has the meaning set forth in Section 2.01 hereof.

“*Property*” has the meaning set forth in the Indenture.

“*PSA*” means the Purchase and Sale Agreement dated as of May [___], 2021, between Union Pacific Railroad Company and Colorado High Performance Transportation Enterprise, as the same may be amended from time to time in accordance with the terms thereof and hereof.

“*Related Documents*” means this Agreement, the IAA, any CDOT Backup Loan Agreement, the Note, the Indenture, the Lease, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

“*Related Parties*” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person’s Affiliates.

“*Retainage Election Date*” means the date upon which CDOT, upon notice to the Borrower and the Bank, elects the percentage of the property to be retained by CDOT.

“*Revenues*” has the meaning set forth in the Indenture.

“*RTD*” has the meaning set forth in the Indenture.

“*Sanction(s)*” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority.

“*State*” has the meaning set forth in Section 2.02(f) hereof.

“*Supplemental Public Securities Act*” means Title 11, Article 57, Part 2, C.R.S.

“*Swap Contract*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and

² See Lender specific insert.

the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Trustee*” means Zions Bancorporation, National Association, or a successor Trustee appointed in accordance with the provisions hereof.

“*Trust Estate*” has the meaning set forth in the Indenture.

ARTICLE II

LOAN

Section 2.01. Agreement to Make Loan. Subject to the terms and conditions set forth in Section 2.02 hereof, the Lender agrees to make a loan to the Borrower (the “*Loan*”), in the aggregate principal amount of \$[**22,500,000**] (the “*Principal Amount*”) on the Closing Date.

(a) *Deposit of Loan Proceeds.* The proceeds of the Loan shall be applied as follows:

(i) [\$_____] shall be deposited in the Capitalized Interest Subaccount of the Burnham Yard Loan Repayment Account; and

(ii) the remainder of the proceeds of the Loan shall be deposited into the Burnham Yard Project Account.

(b) *Note.* (i) The Borrower’s obligation to pay the Lender the Principal Amount of and interest on the Note and all other Loan Obligations (a) is evidenced by a note (the “*Note*”) in the form attached as Exhibit A hereto and (b) is a “bond” within the meaning of Colorado Revised Statutes, as amended (“*C.R.S.*”) § 43-4-803(2).

(ii) The Note shall be designated “Colorado High Performance Transportation Burnham Yard Note (Burnham Yard Project, Series 2021[A][B]”. The Note shall be in fully registered form, shall be in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof and shall be numbered in such reasonable fashion as may be selected by the Trustee.

Section 2.02. Closing. The Lender shall deliver the Principal Amount to the Borrower in immediately available funds (referred to as the “*Closing*”) on [May __, 2021], or such other date mutually agreed to by the Borrower and the Lender (such date is referred to as the “*Closing Date*”) at 10:00 a.m. Denver time or such other time mutually agreed to by the Borrower and the Lender on the Closing Date, upon delivery to the Lender of the documents, and satisfaction of the other conditions, described below:

(a) Executed copies of this Agreement, the Other Loan Agreement, the Note and the Indenture.

(b) An executed copy of the (i) Intra-Agency Agreement dated as of [May __, 2021] (the “IAA”), between the Borrower and the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“CDOT”), and (ii) an executed original or certified copy, as applicable, of each of the other Related Documents.

(c) A certified copy of the resolution of the Board of Directors of the Borrower authorizing the execution and delivery of this Agreement, the Other Loan Agreement, the IAA, the Lease, the Indenture and the Note.

(d) A certified copy of the resolution of the Colorado Transportation Commission authorizing the execution and delivery of the IAA and the Lease.

(e) A legal opinion in form and substance satisfactory to the Lender addressed to the Lender from the Colorado Attorney General.

(f) A legal opinion in form and substance satisfactory to the Lender addressed to the Lender from Kaplan Kirsch & Rockwell LLP, the Borrower’s special counsel, to the effect that, assuming the enforceability of this Agreement against the Lender: (i) the Borrower is an enterprise for purposes of Article X, Section 20 of the State Constitution; and (ii) this Agreement, the Note and the IAA are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado (the “State”) and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(g) A legal opinion in form and substance satisfactory to the Lender addressed to the Lender from the Colorado Attorney General, CDOT’s legal counsel, to the effect that, assuming the enforceability of the Lease and the IAA against the Borrower the Lease and the IAA are valid and binding obligations of CDOT, enforceable against CDOT in accordance with each of their terms, limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(h) A certificate dated the Closing Date and executed by the Borrower and CDOT certifying (A) that there has been no event or circumstance since June 30, 2020, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article

V hereof and the other Related Documents are true and correct in all material respects on the Closing Date, (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default and (D) the Principal Amount, together with available CDOT moneys, is sufficient to complete the Burnham Yard Project on or before the Interest Rate Reset Date;

(i) A certificate dated the Closing Date and executed by the Borrower certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the Borrower, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder;

(j) A certificate dated the Closing Date and executed by CDOT certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of CDOT, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder;

(k) A title report and survey satisfactory to the Lender;

(k) On the Effective Date, the Borrower shall pay to Lender in immediately available funds an upfront fee equal to \$100,000; and

(l) On or prior to the Effective Date, the Lender shall have received reimbursement (or direct payment) of the Lender's fees and expenses (including the legal fees of Chapman and Cutler LLP and Butler Snow LLP) and any other fees incurred in connection with the transactions contemplated by the Related Documents.

ARTICLE III

LOAN OBLIGATIONS

Section 3.01. Payment of Principal Amount. (a) The Borrower shall pay to the Lender the Principal Amount of the Note in full on May 15, 2026 (the "*Interest Rate Reset Date*"); *provided however*, if on the Interest Rate Reset Date the following statements shall be true and correct and the Lender shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in this Agreement, signed by the Director and dated the Interest Rate Reset Date, stating that (i) the representations and warranties of the Borrower contained herein and in each of the other Related Documents are true and correct on and as of the Interest Rate Reset Date as though made on and as of such date, (ii) no Default or Event of Default has occurred and is continuing as of Interest Rate Reset Date, and (iii) no Event of Non-Allocation or Event of Non-Allocation (OLA) has occurred, commencing on the Interest Rate Reset Date the Note shall bear interest at the Bank Rate and be subject to amortization as set forth in Section 3.01(b) below; *provided* that for the period from and including May 15, 2027 to but excluding May 15, 2028, the Note shall bear interest of the Bank Rate plus 1.0% and for the period from and including May 15, 2028 to and including the Final Maturity Date, the Note shall bear interest of the Bank Rate plus 2.0%.

(b) If the conditions set forth in Section 3.01(a) are satisfied on the Interest Rate Reset Date, the outstanding principal amount of the Note shall be paid in installments payable on each Amortization Payment Date (each such payment, an “*Amortization Payment*”), with the final installment in an amount equal to the entire then-outstanding principal amount of the Note to be paid in full on the Final Maturity Date (the period commencing on the Interest Rate Reset Date and ending on the Final Maturity Date is herein referred to as the “*Amortization Period*”). Each Amortization Payment shall be in an amount rounded up to the nearest \$5,000 denomination determined as set forth below:

AMORTIZATION PAYMENT DATE	
May 15, 2027	33.4% of the outstanding principal amount of the Loan on such date
May 15, 2028	33.3% of the outstanding principal amount of the Loan on such date
May 15, 2029 (Final Maturity Date)	Remaining amount of the outstanding principal amount of the Loan plus all accrued and unpaid interest on such date

Notwithstanding the foregoing and pursuant to the terms of Section 7.02 hereof, upon an Event of Default, the Lender may cause an acceleration of the Note by delivering a written notice to the Borrower that an Event of Default has occurred and is continuing and instructing the Borrower that the Note is subject to acceleration.

Section 3.02. Payment of Interest. (a) From and including the Closing Date to but excluding the Interest Rate Reset Date, interest shall accrue at the rate of [____]% (the “*Initial Rate*”), computed on the basis of a 360-day year of twelve 30-day months, and shall be paid on each December 15 (commencing on December 15, 2021) (each an “*Interest Payment Date*”), subject to the other provisions of this Article III.

(b) If the conditions set forth in Section 3.01(a) are satisfied on the Interest Rate Reset Date, interest shall be computed on the basis of a 365-day year and the actual number of days elapsed, and shall be paid on the first Business Day of each calendar month.

(c) Notwithstanding the foregoing, upon the occurrence and during the continuance of an Event of Default, the Note and all other Loan Obligations shall bear interest at the Default Rate, which shall be payable by the Borrower to each Noteholder upon demand therefor and be calculated on the basis of a 360-day year and the actual number of days elapsed.

Section 3.03. Maximum Interest Rate. (a) If the amount of interest payable for any period in accordance with the terms hereof or the Note exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate.

(b) Any interest that would have been due and payable for any period but for the operation of the immediately preceding paragraph (a) shall accrue and be payable as provided in this paragraph (b) and shall, less interest actually paid to the Lender for such period, constitute the “*Excess Interest Amount.*” If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate until payment to the Lender of the entire Excess Interest Amount (the difference between the amount of interest generated at the Maximum Interest Rate and that generated at the then-current rate being applied against the Excess Interest Amount due).

(c) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Note remains unpaid, to the extent permitted by law, the Borrower shall pay to the Lender a fee equal to any accrued and unpaid Excess Interest Amount.

Section 3.04. Optional Prepayment. The Borrower shall have the ability to optionally prepay all or any portion of the Loan only on or after May 15, 2025 (“*Optional Prepayment Date*”) upon providing the Lender with three (3) days’ prior written notice before any such prepayment of the Note. No optional prepayments are permitted prior to the Optional Prepayment Date. If for any reason, including as a result of acceleration or otherwise, any principal amount of the Loan is paid prior to the Optional Prepayment Date then, within fifteen (15) days of the Lender’s written request, the Borrower shall pay to the Lender a Breakage Fee (the “*Breakage Fee*”) in accordance with the calculation set forth on Exhibit B hereto.

ARTICLE IV

RESERVED.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representations and warranties to the Lender:

Section 5.01. Existence and Power. The Borrower is government-owned business within CDOT in accordance C.R.S. § 43-4-806(2)(a) and is an enterprise within the meaning of article X, Section 20(2)(d) of the Colorado Constitution receiving less than 10% of its annual revenue in grants from all State and local governments combined, duly organized, validly existing and in good standing under the laws of the State and has the power and authority to own its properties and to carry on its businesses as now being conducted and as currently contemplated to be conducted hereafter and is duly qualified to do business in each jurisdiction in which the character of the properties owned or leased by it or in which the transactions of any material portion of its business (as now conducted and as currently contemplated to be conducted) makes such qualification necessary.

Section 5.02. Due Authorization. (a) The Borrower has the corporate power, and has taken all necessary corporate action to authorize the Related Documents to which it is a party, and to execute, deliver and perform its obligations under this Agreement and each of the other Related Documents to which it is a party in accordance with their respective terms. The Borrower has approved the form of the Related Documents to which it is not a party, if any.

(b) The Borrower is duly authorized to own the Property needed to operate the Burnham Yard Project and to operate its business under the laws, rulings, regulations and ordinances of all Governmental Authorities having the jurisdiction to license or regulate such Property or business activity and the departments, agencies and political subdivisions thereof, and the Borrower has obtained all requisite approvals of all such governing bodies required to be obtained for such purposes. All Governmental Approvals necessary for the Borrower to enter into this Agreement and the other Related Documents and to perform the transactions contemplated hereby and thereby and to conduct its business activities and own the Property used in connection with the Burnham Yard Project have been obtained and remain in full force and effect and are subject to no further administrative or judicial review. No other Governmental Approval or other action by, and no notice to or filing with, any Governmental Authority is required for the due execution, delivery and performance by the Borrower of this Agreement or the due execution, delivery or performance by the Borrower of the other Related Documents.

Section 5.03. Valid and Binding Obligations. This Agreement and the Note have been duly executed and delivered by one or more duly authorized officers of the Borrower, and each of the Related Documents to which the Borrower is a party, when executed and delivered by the Borrower will be, a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.04. Noncontravention; Compliance with Law. (a) The execution, delivery and performance of this Agreement, the Note and each of the other Related Documents in accordance with their respective terms do not and will not (i) contravene the Borrower's authorizing legislation, (ii) require any consent or approval of any creditor of the Borrower, (iii) violate any Laws, (iv) conflict with, result in a breach of or constitute a default under any contract to which the Borrower is a party or by which it or any of its Property may be bound or (v) result in or require the creation or imposition of any Lien upon or with respect to any Property now owned or hereafter acquired by the Borrower or any Affiliate thereof except such Liens, if any, expressly created by any Related Document or as expressly permitted by Section 6.13 hereof.

(b) The Borrower is in compliance with all applicable Laws, except for such noncompliance that, singly or in the aggregate, has not caused or is not reasonably expected to cause a Material Adverse Effect.

Section 5.05. Pending Litigation and Other Proceedings. There is no action, suit or proceeding pending in any court, any other Governmental Authority with jurisdiction over the Borrower or any arbitration in which service of process has been completed against the Borrower

or, to the knowledge of the Borrower, any other action, suit or proceeding pending or threatened in any court, any other Governmental Authority with jurisdiction over the Borrower or any arbitrator, in either case against the Borrower or any of its properties or revenues, or any of the Related Documents to which it is a party, which is reasonably likely to result in a Material Adverse Effect.

Section 5.06. Financial Statements. The Audited Financial Statements, heretofore furnished to the Lender, fairly present the financial condition of the Borrower in all material respects as of such date and the results of its operations for the period then ended in conformity with GAAP. Since the date of the Audited Financial Statements, there has been no material adverse change in the financial condition or operations of the Borrower that could reasonably be expected to result in a Material Adverse Effect.

Section 5.07. Employee Benefit Plan Compliance. The Borrower is not subject to ERISA and maintains no Plans.

Section 5.08. No Defaults. No default by the Borrower has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any Debt including, without limitation, regularly scheduled payments on Swap Contracts. No bankruptcy, insolvency or other similar proceedings pertaining to the Borrower or any agency or instrumentality of the Borrower are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. No “default” or “event of default” under, and as defined in, any of the other Related Documents has occurred and is continuing. The Borrower is not presently in default under any material agreement to which it is a party which could reasonably be expected to have a Material Adverse Effect. The Borrower is not in violation of any material term of the authorizing legislation applicable to the Borrower or any material term of any bond indenture or agreement to which it is a party or by which any of its Property is bound which could reasonably be expected to result in a Material Adverse Effect.

Section 5.09. Insurance. The Borrower currently maintains a program of self insurance as described in Exhibit D attached hereto.

Section 5.10. Title to Assets. The Borrower has good and marketable title to its assets and the Property. The Trust Estate is not subject to any Lien other than Liens permitted by Section 6.13 hereof.

Section 5.11. Incorporation by Reference. The representations and warranties of the Borrower contained in the other Related Documents to which the Borrower is a party, together with the related definitions of terms contained therein, are hereby incorporated by reference in this Agreement as if each and every such representation and warranty and definition were set forth herein in its entirety, and the representations and warranties made by the Borrower in such Sections are hereby made for the benefit of the Lender. No amendment to or waiver of such representations and warranties or definitions made pursuant to the relevant Related Document or incorporated by reference shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Lender.

Section 5.12. Correct Information. All information, reports and other papers and data with respect to the Borrower or CDOT furnished by the Borrower to the Lender were, at the time the same were so furnished, correct in all material respects. Any financial, budget and other projections furnished by the Borrower to the Lender were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent (subject to the updating or supplementation of any such financial, budget or other projections by any additional information provided to the Lender in writing, the representations contained in this Agreement being limited to financial, budget or other projections as so updated or supplemented), in the judgment of the Borrower, a reasonable, good faith estimate of the information purported to be set forth, it being understood that uncertainty is inherent in any projections and that no assurance can be given that the results set forth in the projections will actually be obtained. No fact is known to the Borrower that materially and adversely affects or in the future may (as far as it can reasonably foresee) materially and adversely affect the security for the Note, or the ability of the Borrower to repay when due the Obligations, that has not been set forth in the financial statements and other documents referred to in this Section 5.12 or in such information, reports, papers and data or otherwise disclosed in writing to the Lender. As of the Closing Date, the documents furnished and statements made by the Borrower in connection with the negotiation, preparation or execution of this Agreement and the other Related Documents do not contain untrue statements of material facts or omit to state material facts necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

Section 5.13. Margin Stock. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds from the Note will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.14. Usury. None of the Related Documents provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.15. Security. As granted under the Indenture, the Borrower's obligation to pay the principal of and interest on the Note and any other amounts payable by the Borrower hereunder (the "Loan Obligations") are secured by a pledge of and lien on the Trust Estate.

Section 5.16. Pending Legislation and Decisions. There is no amendment to the Constitution of the State, or to the knowledge of the Borrower, proposed amendment to the Constitution of the State that has passed either house of the legislature of the State or for which a petition with the requisite number of signatures has been filed with the Secretary of State of the State, or proposed amendment to any State law that has passed either house of the legislature of the State or for which a petition with the requisite number of signatures has been filed with the Secretary of State of the State, or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.17. Solvency. The Borrower and CDOT are solvent and able to pay its debts as they become due.

Section 5.18. Environmental Matters. The operations of the Borrower with respect to the Burnham Yard Project are in material compliance with all of the requirements of applicable Environmental Laws and are not the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, where a failure to comply with any such requirement or the need for any such remedial action could reasonably be expected to result in a Material Adverse Effect.

Section 5.19. No Immunity. The Borrower represents that, under C.R.S. § 24-10-106, its governmental immunity is limited to claims for injury which lie in tort or could lie in tort. Under existing law, the Borrower is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon this Agreement, the other Related Documents or the transactions contemplated hereby or thereby, including the payment of the principal of and interest on the Note or the payment of the other Loan Obligations; *provided however* no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

Section 5.20. No Public Vote or Referendum. There is no public vote or referendum pending, proposed and that has passed either house of the legislature of the State or for which a petition with the requisite number of signatures has been filed with the Secretary of State of the State or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 5.21. Swap Contracts. The Borrower has not entered into any Swap Contract relating to Debt (a) wherein any termination payment thereunder is senior to or on a parity with the payment of the Loan or the other Loan Obligations or (b) which requires the Borrower to post cash collateral to secure its obligations thereunder.

Section 5.22. OFAC. Neither the Borrower, nor, to the knowledge of the Borrower, any Related Party, (a) is currently the subject of any Sanctions, (b) is located, organized or residing in any Designated Jurisdiction, or (c) is or has been (within the previous five (5) years) engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. The proceeds from the Loan or the transaction contemplated by this Agreement have not been used, directly or indirectly, to lend, contribute, provide or otherwise be made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including any Noteholder) of Sanctions.

Section 5.23. Taxes. The Borrower has filed or caused to be filed, if any, all material tax returns required by Law to be filed and has paid or caused to be paid all material taxes, assessments and other governmental charges levied upon or in respect of any of its properties, assets or

franchises, other than taxes the validity or amount of which are being contested in good faith by the Borrower by appropriate proceedings and for which the Borrower shall have set aside on its books adequate reserves in accordance with GAAP.

Section 5.24. Other Debt and Liens. Except as otherwise provided in this Agreement, the Other Loan Agreement, the Indenture and the IAA, the Borrower has not issued or incurred any debt or financial obligation payable from, and has not pledged or granted a lien upon, the Revenues or the accounts established pursuant to the Indenture.

ARTICLE VI

COVENANTS

The Borrower covenants and agrees, until the full and final payment and satisfaction of all of the Loan Obligations, unless the Lender shall otherwise consent in writing, that:

Section 6.01. Existence, Etc. The Borrower (a) shall maintain its existence as a government-owned business within CDOT pursuant to its authorizing legislation and the laws of the State and as an enterprise within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution and (b) except for disposition of Burnham Yard as provided in the IAA, shall not liquidate or dissolve, or sell or lease or otherwise transfer or dispose of all or any substantial part of its property, assets or business, or combine, merge or consolidate with or into any other.

Section 6.02. Maintenance of Properties. The Borrower shall, in all material respects, maintain, preserve and keep the Burnham Yard Project in good repair, working order and condition (ordinary wear and tear excepted), except to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Borrower shall operate and maintain the Burnham Yard Project in an efficient and economical manner and in accordance with applicable law and the Related Documents.

Section 6.03. Compliance with Laws; Taxes and Assessments. The Borrower shall comply with all Laws applicable to it and the Burnham Yard Project, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect, such compliance to include, without limitation, paying all taxes, assessments and governmental charges imposed upon it or the Burnham Yard Project before the same become delinquent, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and reserves are provided therefor that in the opinion of the Borrower are adequate.

Section 6.04. Insurance. The Borrower shall maintain a self-insurance insurance program sufficient to cover such risks as are usually carried by organizations engaged in the same or a similar business and similarly situated. The Borrower shall upon request of the Lender furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section 6.04.

Section 6.05. Reports. The Borrower shall furnish to the Lender in form and detail satisfactory to the Lender:

(a) *Annual Report.* As soon as available, and in any event not later than the 270 days following each Fiscal Year, the annual audited financial statements of the Borrower, together with the opinion of the Borrower's independent accountants.

(b) *Comprehensive Annual Financial Report.* As soon as available, and in any event not later than the 270 days following each Fiscal Year, the Comprehensive Annual Financial Report of the State, which shall include CDOT and the Borrower as a component unit of CDOT.

(c) *Compliance Certificate.* In connection with the financial statements required to be delivered by the Borrower pursuant to Sections 6.05(a) and (b) hereof, a Compliance Certificate signed by Director (x) stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default, (y) demonstrating compliance with the financial covenant set forth in Section 6.08 hereof, if applicable as of such date, (z) stating whether or not an Event of Non-Allocation has occurred, and (aa) based on the projections of Revenues included in the report delivered to the Lender pursuant to Section 6.05(c) hereof, the details of any anticipated request for a CDOT Backup Loan pursuant to the IAA.

(d) *Budget.* As soon as available, and in any event within thirty (30) days following the commencement of each Fiscal Year, the operating budget of the Borrower including information regarding the anticipated financial activities of the Burnham Yard Project.

(e) *Notice of Default or Event of Default.* (i) Promptly upon obtaining knowledge of any Default or Event of Default hereunder or under the PSA (as such "event of default" may be defined therein), or notice thereof, and in any event within five (5) days thereafter, a certificate signed by the Director specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto; and (ii) promptly following a written request of the Lender, a certificate of the Director as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement or the PSA.

(f) *Litigation.* As promptly as practicable, written notice to the Lender of all actions, suits or proceedings pending or threatened against the Borrower before any arbitrator of any kind or before any court or other Governmental Authority which could reasonably be expected to result in a Material Adverse Effect.

(g) *Amendments.* Promptly after the adoption thereof and to the extent the Borrower is not required to receive and make notice of the same, copies of any amendments to the Related Documents or to any provisions of the same.

(h) *Material Adverse Effect.* Promptly upon obtaining knowledge of the occurrence of any event or any other facts that could be reasonably expected to result in a Material Adverse Effect, and in any event within five (5) days thereafter, a certificate signed by the Director

specifying in reasonable detail the nature and period of existence thereof and what action the Borrower has taken or proposes to take with respect thereto.

(i) *Event of Non-Allocation.* Promptly upon obtaining knowledge of any Event of Non-Allocation or any other facts that could be reasonably expected to result in an Event of Non-Allocation, and in any event within five (5) days thereafter, a certificate signed by the Director specifying in reasonable detail such Event of Non-Allocation and what action the Borrower has taken or proposes to take with respect thereto.

(j) *CDOT Backup Loans.* Promptly upon requesting the same, notice of any request for a CDOT Backup Loan pursuant to Section III.2 and Section III.3 of the IAA; *provided* that the Borrower shall promptly notify the Lender of any anticipated request for a CDOT Backup Loan prior the actual making of the request. The Borrower shall provide a copy to the Lender of any correspondence from CDOT regarding the approval or denial of a CDOT Backup Loan.

(k) *Project Documents.* As soon as available, and in any event not later than the 60 days following each quarterly fiscal period, the Borrower will deliver to the Lender a written status report relating to the Burnham Yard Project, including but not limited to (i) updates on environmental studies related to the Transportation Projects to determine the exact quantity and location of the right-of-way that is to be retained by CDOT on the Burnham Yard Project for the Transportation Projects (the “*Retained Property*”); (ii) the Small Area Planning process, in partnership with the City and County of Denver, to determine specific mobility needs, as well as to advance land use planning, visioning for the future of the Burnham Yard, entitlements, environmental, and other property-related diligence, in contemplation of disposition to one or more developers or partnering state agencies of the portions of the Burnham Yard finally determined by CDOT not to be needed for the Transportation Projects (the “*Remnant Property*”); (iii) schedule for the disposition of the Remnant Property and (iv) accounting of Additional Property Expenditures referred to in the IAA and the then current balance of the \$5,000,000 set aside for such purposes related expenditures.

(l) *Fees for Services; Payment in Exchange for Goods.* Promptly upon requesting the same, notice of any request by the Borrower for any fees for services or payment in exchange for goods pursuant to Section I.1 of the IAA. Additionally, if applicable, any failure by CDOT to reimburse such fees or make any such payment pursuant to Section I.1 of the IAA.

(m) *Notices of Withdrawal of Support.* Promptly upon obtaining knowledge of the same, the Borrower shall provide notice to the Bank of any withdrawal of support of the Burnham Yard Project from any party involved in the Burnham Yard Project, including but not limited to any party involved in the Environmental Impact Study, the Front Range Passenger Rail, the CML, the RTD or any other transportation project in connection with the Burnham Yard Project.

(n) *Additional Property Expenditures.* Promptly upon obtaining knowledge of the same, either through the Borrower’s own diligence or an estimate provided by a third-party contractor, the Borrower shall provide notice to the Bank that the Additional Property Expenditures will be higher. Additionally, as soon as available, the Borrower shall provide to the Bank such new

projected cost for remediation as well as a proof of allocation from CDOT or another governmental source covering such increased cost for remediation.

(o) *Deed Restrictions.* As soon as available, and in any event not later than the 60 days following each quarterly fiscal period, the Borrower shall deliver to the Bank, in a format acceptable to the Bank, a progress report on the environmental remediation of the Property and release of the deed restrictions set forth in the PSA. Notwithstanding the foregoing, promptly upon obtaining knowledge of the same, the Borrower shall provide notice to the Bank as soon as any deed restriction provided for under the PSA has been cleared.

(p) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the Borrower and/or the Burnham Yard Project as the Lender may from time to time reasonably request.

Section 6.06. Maintenance of Books and Records. The Borrower will keep proper books of record and account in which full, true and correct entries shall be made in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Borrower shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 5.06 hereof.

Section 6.07. Access to Books and Records. The Borrower will permit any Person designated by the Lender to visit any of the offices of the Borrower to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by Law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Borrower with its principal officers, employees and independent public accountants, all at such reasonable times and as often as the Lender may reasonably request.

Section 6.08. Compliance With Documents. The Borrower agrees that it will perform and comply with each and every material covenant and agreement required to be performed or observed by it in the Related Documents to which it is a party, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Lender and shall be enforceable against the Borrower. To the extent that any such incorporated provision permits the Borrower or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Borrower or any other party, for purposes of this Agreement, any such material provision shall be complied with unless it is specifically waived by the Lender in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Lender

which shall only be evidenced by the written approval by the Lender of the same. Except as permitted by Section 6.13 hereof, no termination or amendment to such covenants and agreements or defined terms or release of the Borrower with respect thereto made pursuant to any of the Related Documents to which the Borrower is a party, shall be effective to terminate or amend such covenants and agreements and defined terms or release the Borrower with respect thereto in each case as incorporated by reference herein without the prior written consent of the Lender. Notwithstanding any termination or expiration of any such Related Document to which the Borrower is a party, the Borrower shall continue to observe the covenants therein contained for the benefit of the Lender until the termination of this Agreement and the payment in full of the Loan and all other Loan Obligations. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 6.09. No Impairment. The Borrower will not take any action which would materially adversely affect the rights, interests, remedies or security of the Lender under this Agreement or any other Related Document or which could reasonably be expected to result in a Material Adverse Effect.

Section 6.10. Application of Loan Proceeds. The Borrower will not take or omit to take any action, which action or omission will in any way result in the proceeds from the Loan being applied in a manner other than to finance the Burnham Yard Project or, under certain circumstances, to pay the Loan Obligations as set forth herein. Any proceeds of long-term indebtedness secured by or payable from a lien on Revenues must first be used to repay any outstanding Loan Obligations.

Section 6.11. Limitation on Additional Debt. The Borrower will not issue and/or incur any additional Debt payable from or secured by the Trust Estate without the prior written consent of the Lender, except to issue additional indebtedness that is used to pay all Outstanding Loan Obligations.

Section 6.12. Related Documents. The Borrower shall not modify, amend or consent to any modification, amendment or waiver in any material respect of any Related Document without the prior written consent of the Lender.

Section 6.13. Liens. Until the Loan Obligations are paid in full or except as approved by the Lender in writing, the Borrower will not issue or incur any other debt or financial obligation payable from, and will not pledge or grant a lien upon or permit there to exist a Lien or encumbrance upon the Revenues, the Property, except for Permitted Encumbrances, or the accounts established pursuant to the Indenture or the Trust Estate (other than the Lien pledged pursuant to the Indenture); *provided* that the foregoing shall not operate to prevent (i) contracts for the design and construction of the Burnham Yard Project; (ii) financial obligations to make payments that qualify as Project Costs; and (iii) this Agreement, the Note, the Outstanding Loan Agreement, the Indenture, the Lease, and the IAA.

Section 6.14. Disclosure to Participants, Lender Transferees and Non-Lender Transferees. The Borrower shall permit the Lender to disclose the financial information received by it pursuant to this Agreement to each Participant of the Lender, Lender Transferee and Non-Lender Transferee pursuant to Section 8.19 of this Agreement, subject to confidentiality restrictions and use restrictions customary for financial institutions.

Section 6.15. Immunity from Jurisdiction. To the fullest extent permitted by law, the Borrower will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to the Loan, the other Loan Obligations, this Agreement or any other Related Document.

Section 6.16. Swap Contracts. Without the prior written consent of the Lender, the Borrower will not enter into any Swap Contract relating to Debt (a) wherein any termination payments thereunder are senior to or on parity with the payment of the Loan or the other Loan Obligations with respect to the Trust Estate or (b) which requires the Borrower to post cash collateral that is part of the Trust Estate to secure its obligations thereunder.

Section 6.17. Budget and Allocation. To the fullest extent permitted and/or required by State law, the Borrower shall cause the appropriate Borrower official(s) to take any and all ministerial actions that may be necessary to facilitate the payment of the principal of and interest on the Note and the payment of all other Loan Obligations and to include the principal of and interest on the Note and the payment of all other Loan Obligations in the annual budget of the Borrower and in any allocation measures adopted by its Board of Directors. The Borrower shall determine, in consultation with the Lender, the estimated maximum amount of Loan Obligations that is expected to be payable in the succeeding fiscal year and to notify the Director in writing of such amount in order for CDOT to timely budget for such amounts, on or before September 15 of the immediately preceding Fiscal Year. At any time during a fiscal year that Loan Obligations not contemplated by the preceding sentence are due and payable, the Borrower shall promptly notify CDOT of such amount and shall request CDOT to submit a supplemental budget request to the Transportation Commission at its next regularly scheduled monthly meeting for an allocation or supplemental allocation of monies in the State Highway Fund for the purpose of paying such additional amounts in such Fiscal Year.

Section 6.18. Environmental Laws. The Borrower shall comply with all applicable Environmental Laws and cure any defect (or cause other Persons to cure any such defect) to the extent necessary to bring the Burnham Yard Project back into compliance with Environmental Laws (except to the extent the failure to comply could not reasonably be expected to result in a Material Adverse Effect) and to comply with any cleanup orders issued by a Governmental Authority having jurisdiction thereover. The Borrower shall at all times use commercially reasonable efforts to render or maintain the Burnham Yard Project safe and fit for its intended uses. The Borrower shall also promptly notify the Lender of any actual or alleged material failure to so comply with or perform, or any material breach, violation or default under any Environmental Law with respect to the Burnham Yard Project.

Section 6.19. Federal Reserve Board Regulations. The Borrower shall not use any portion of the proceeds of the Loan for the purpose of carrying or purchasing any Margin Stock and shall

not incur any Debt which is to be reduced, retired or purchased by the Borrower out of such proceeds.

Section 6.20. Enforcement of IAA. The Borrower agrees to comply with its obligations under the IAA and shall use its best efforts and all available legal means to enforce the IAA against CDOT; *provided* that Borrower and Lender acknowledge that the decision of whether the Transportation Commission will allocate funds is solely within the discretion of the Transportation Commission. The Borrower agrees to use its best efforts and all available legal means to cause CDOT to extend to the Borrower CDOT Backup Loans pursuant to the IAA and execute a CDOT Backup Loan Agreement, when needed to repay any Loan Obligations hereunder and to have the same approved by the State Controller. In accordance with Section 43-4-806(4), upon receipt of any money from CDOT from a CDOT Backup Loan, the Borrower shall deposit such money into the Burnham Yard CDOT Backup Loan Account. To the extent that there are not sufficient moneys available in the Burnham Yard Loan Repayment Account to repay the Loan Obligations when due, the Borrower shall apply any moneys on deposit in the Burnham Yard CDOT Backup Loan Account to make up any such deficiency. The Borrower shall not cause the termination of the IAA without the Lender's prior written consent while any Loan Obligations remain outstanding.

Section 6.21. Sale or Encumbrance of Burnham Yard Project. The Borrower, as long as there are any outstanding Loan Obligations, will not be a party to any merger or consolidation. The Borrower may sell, transfer, lease (including, without limitation, any long-term lease with respect to the Burnham Yard Project or any portion thereof) or otherwise dispose of (whether in a single transaction or a series of transactions) all or any part of the Burnham Yard Project, including any disposition of the Burnham Yard Project as a part of a sale and leaseback transaction while there are outstanding Loan Obligations as long as the proceeds of any such transaction are Revenues and applied to payment of the Loan Obligations in accordance with the Indenture.

Section 6.22. CDOT Backup Loans. The Borrower shall not make any reimbursement payment under a CDOT Backup Loan while any Loan Obligations remain outstanding.

Section 6.23. Limitation on Withdrawals. The Borrower shall not withdraw moneys from any of the accounts established pursuant to the Indenture without the express written consent of the Lender.

Section 6.24. Additional Property Expenditures. Upon an Event of Default, any amount of funds remaining for Additional Property Expenditures shall be paid immediately to the Trustee for the benefit of the Lenders.

Section 6.25. Retained Percentage Election. In the event CDOT has elected to retain in excess of 19 acres of the Burnham Yard Property pursuant to Section III.3.c. of the IAA, on or before CDOT makes a determination of the required Top-Off Payment contemplated therein, the Lender may request an appraisal, broker opinion, or any other reasonably acceptable measure with respect to assessing the value of the Remnant Property taking into account the proposed CDOT election.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “*Event of Default*” hereunder, unless waived in writing by the Lender:

(a) the Borrower shall fail to pay the principal of or interest on the Note or any other Loan Obligation when due (whether by scheduled maturity, required prepayment or otherwise);

(b) any representation or warranty made by or on behalf of the Borrower in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;

(c) the Borrower shall default in the due performance or observance of any of the covenants set forth in Sections 6.01, 6.05, 6.07, 6.10, 6.11, 6.12, 6.13, 6.14, 6.16, 6.17, 6.18, 6.20, 6.21, 6.22, 6.23, 6.24 or 6.25 hereof;

(d) the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof;

(e) the Borrower or CDOT shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended and such proceeding is not terminated within thirty (30) days after the institution of such proceeding or such court enters an order granting the relief sought in such proceeding, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any corporate action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.01(f) of this Agreement;

(f) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or CDOT or any substantial part of their respective Property,

or a proceeding described in Section 7.01(e)(v) shall be instituted against the Borrower or CDOT and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(g) a debt moratorium, debt restructuring, debt adjustment or comparable restriction, including but not limited to, public statements relating to CDOT's intent to no longer support or its inability to support the Burnham Yard Project, is imposed on the repayment when due and payable of the principal of or interest on any Debt of the Borrower or CDOT, as applicable, by the Borrower or CDOT, as applicable, or any Governmental Authority with appropriate jurisdiction;

(h) any material provision of this Agreement or any other Related Document, shall at any time for any reason cease to be valid and binding on the Borrower or CDOT, as applicable, as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the Borrower or CDOT, as applicable; *provided* that any decision of the Transportation Commission not to allocate funds for any CDOT Backup Loan shall not be considered to be an event described by this subsection;

(i) dissolution or termination of the existence of the Borrower or CDOT;

(j) the Borrower shall (i) default on the payment of the principal of or interest on any Debt including, without limitation, any regularly scheduled payments on Swap Contracts which constitute Debt, beyond the period of grace, if any, provided in the instrument or agreement under which such Debt was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause (determined without regard to whether any notice is required) any such Debt to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such Debt;

(k) (i) an "event of default" under the Other Loan Agreement under subsection (a) or (n) of Section 7.01 contained therein shall have occurred or (ii) an "event of default" under the Other Loan Agreement under subsection (c) of Section 7.01 contained therein shall have occurred and such default shall remain unremedied for a period of sixty (60) days after the occurrence thereof;

(l) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Borrower, in an aggregate amount in excess

of \$10,000,000 shall be entered or filed against the Borrower or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of thirty (30) days; or

(m) any “event of default” under any Related Document (as defined respectively therein) or the PSA (as defined respectively therein) shall have occurred; *provided, however,* that an Event of Non-Allocation shall not be considered an Event of Default.

Section 7.02. Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the Borrower, declare the outstanding amount of the Loan Obligations under this Agreement and the Note to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue; *provided, further* that upon the Lender declaring all outstanding amounts to be immediately due and payable, the Borrower shall cause the State Treasurer to immediately transfer all amounts in the Burnham Yard Project Account, the Burnham Yard Revenue Account and the Burnham Yard CDOT Backup Loan Account to the Burnham Yard Loan Repayment Account;

(b) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Borrower under the Related Documents, whether for specific performance of any agreement or covenant of the Borrower or in aid of the execution of any power granted to the Lender in the Related Documents;

(c) at the expense of the Borrower, cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however,* that the Lender shall have no obligation to effect such a cure; and

(d) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in clause (b) of this Section 7.02) and as otherwise available at law and at equity.

Section 7.03. Solely for the Benefit of Lender. The rights and remedies of the Lender specified herein are for the sole and exclusive benefit, use and protection of the Lender, and the Lender is entitled, but shall have no duty or obligation to the Borrower, the Trustee, or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Lender hereunder or under any of the other Related Documents.

Section 7.04. Discontinuance of Proceedings. In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall

thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the Borrower and the Lender shall be restored to their former positions with respect to the Loan Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Further Assurances and Corrective Instruments. From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, (a) correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents, and (b) make, execute, deliver and record, or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Lender, be necessary or desirable in order to complete, perfect or continue and preserve the Lien of Section 5.15 hereof. Upon any failure by the Borrower to do so, the Lender may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Lender the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. Without limitation of the foregoing, the Borrower irrevocably authorizes the Lender at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements deemed necessary or desirable by the Lender to establish or maintain the validity, perfection and priority of the security interests granted in Section 5.15 hereof, and the Borrower ratifies any such filings made by the Lender prior to the date hereof. In addition, at any time, and from time to time, upon request by the Lender, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Lender.

Section 8.02. Interpretation and Construction. This Agreement and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this Agreement to designated "Articles," "Sections," "subsections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other subdivisions of this Agreement. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other

words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(b) The terms defined herein have the meanings assigned to them herein and include the plural as well as the singular.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities, subject to statutory exceptions and modifications, as in effect from time to time.

(d) The term “money” includes any cash, check, deposit, investment security or other form in which any of the foregoing are held hereunder.

(e) In the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and each of the words “to” and “until” means “to but excluding.”

Section 8.03. Borrower and Lender Representatives. Whenever under the provisions hereof any action may be taken by the Borrower or the Lender, unless otherwise specifically provided, such action may be taken for the Borrower by the Director and for the Lender by any Authorized Officer; *provided* that each party hereunder may authorize one or more additional persons to take action hereunder by written notice to the other party signed by the person designated above in this Section 8.03.

Section 8.04. Manner of Giving Notices. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by first class United States mail, postage prepaid, or when sent by facsimile transmission or electronic mail, addressed as follows: if to the Borrower, to Colorado High Performance Transportation Enterprise, c/o Colorado Department of Transportation, 2829 West Howard Place, Denver, CO 80204, Attention: HPTE Director, electronic mail address: nicholas.farber@state.co.us; and if to the Lender, to [**Bank Info**], Telephone: _____, Facsimile: _____, electronic mail address: [**email**]. Any notice party may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 8.05. No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the Borrower or the Lender, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Borrower or the Lender, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Borrower or the Lender in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Borrower or the Lender or any natural person executing this Agreement or any related document or instrument; provided that such person is acting within the scope of his or her employment, membership, directorship or agency, as applicable, and not in a manner that constitutes gross negligence or willful misconduct.

Section 8.06. Amendments. No amendment or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing signed by the Lender and the Borrower, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 8.07. No Waiver; Cumulative Remedies. No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power or privilege hereunder or under any other Related Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Related Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.08. Events Occurring on Days that are not Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right under this Agreement is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Agreement.

Section 8.09. Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.10. Electronic Execution of Certain Documents. The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Related Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lender, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.11. Time of the Essence. Time is of the essence of the Related Documents.

Section 8.12. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Noteholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto and the Noteholders.

Section 8.13. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 8.14. Governing Law; Jurisdiction; Etc. (a) This Agreement and the other Related Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Related Document (except, as to any other Related Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of Colorado.

(b) *Submission to Jurisdiction.* The Borrower and the Lender irrevocably and unconditionally agree that they will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Lender or any Related Party of the Lender or the Borrower respectively in any way relating to this Agreement or any other Related Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Colorado sitting in Denver County and of the United States District Court of the District of Colorado, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Colorado State Court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) *Waiver of Venue.* The parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Related Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) *Service of Process.* Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 8.15. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO

(A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.16. Employee Financial Interest. The signatories to this Agreement aver that, to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described herein.

Section 8.17. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Related Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 2.02, this Agreement shall become effective when it shall have been executed by the Lender and when the Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Related Document, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

Section 8.18. Costs and Expenses; Damage Waiver. (a) The Borrower shall pay, but only from proceeds of the Loan or from the Trust Estate (i) all reasonable out-of-pocket expenses incurred by the Lender and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Related Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Lender in connection with the making of the Loan and the transactions contemplated hereby and (iii) all out-of-pocket expenses incurred by the Lender (including the fees, charges and disbursements of any counsel for the Lender), and all fees and time charges for attorneys who may be employees of the Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Related Documents, including its rights under this Section, or (B) in connection with the making of the Loan, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of the transactions contemplated hereby.

(b) *Reserved.*

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the Borrower shall not assert, and hereby waives, and acknowledges that no other Person shall

have, any claim against the Lender, each Noteholder, or each Related Party (each such Person being called a “*Reimbursement Party*”), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the making of the Loan or the use of the proceeds thereof. No Reimbursement Party referred to in this subsection (c) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Reimbursement Party through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Reimbursement Party as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Reimbursements.* All reimbursements required under this Section shall be payable not later than ten Business Days after demand therefor.

(e) *Survival.* The agreements in this Section shall survive the payment in full of the Loans, the repayment, satisfaction or discharge of all other Loan Obligations and the termination of this Agreement; *provided* that all payment obligations under this Section 8.18 shall be payable on a basis subordinate to the payment of any Debt or other obligation incurred by Borrower, the proceeds of which are used to prepay the Note or any other Loan Obligation.

Section 8.19. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Borrower, its successors, transferees and assigns and shall inure to the benefit of the Holders of the Notes and their respective permitted successors, transferees and assigns. Each Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Note(s) and the other Related Documents in accordance with the provisions of paragraph (b) or (c) of this Section. Each Noteholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Noteholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section.

(b) *Sales and Transfers by Noteholder to a Lender Transferee.* Notwithstanding subsection(a) above, the Lender may at any time sell or otherwise transfer to one or more transferees all or a portion of the Note(s) to a Person that is (i) an Affiliate of the Lender (a “*Lender Affiliate*”) or (ii) a trust or other custodial arrangement established by the Lender or a Lender Affiliate, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “*1933 Act*”) (each, a “*Lender Transferee*”). From and after the date of such sale or transfer, **[LENDER]** (and its successors) shall continue to have all of the rights of the Lender hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however,* that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any

way affect the obligations of the Lender hereunder, (B) any such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall be in a minimum amount of \$5,000,000, (C) the Borrower shall be required to deal only with the Lender with respect to any matters under this Agreement and (D) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Lender shall be entitled to enforce the provisions of this Agreement against the Borrower. Upon the request of the Borrower, the Lender shall provide the addresses and related information with respect to the Lender Transferee to the Borrower.

(c) *Sales and Transfers by Noteholder to a Non-Lender Transferee.* Notwithstanding subsection(a) above, a Noteholder may at any time sell or otherwise transfer all or a portion of the Note(s) to one or more transferees (including Beneficial Owners to the extent the Note is held in the Book-Entry System as permitted under Section 2.01(b)(iii)) which are not Lender Transferees but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act or (ii) an institutional “accredited investor” as defined in Rule 501 of Regulation D under the 1933 Act (each a “Non-Lender Transferee”), if written notice of such sale or transfer, including that such sale or transfer is to a Non-Lender Transferee, together with addresses and related information with respect to the Non-Lender Transferee, shall have been given to the Borrower and the Lender (if different than the Noteholder) by such selling Noteholder and Non-Lender Transferee.

From and after the date the Borrower has received written notice, (A) the Non-Lender Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Noteholder (other than its obligation to fund Loans, as more fully set forth in paragraph (a) of this Section 8.19) hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Lender Transferee, and any reference to the assigning Noteholder hereunder and under the other Related Documents shall thereafter refer to such transferring Noteholder and to the Non-Lender Transferee to the extent of their respective interests, and (B) if the transferring Noteholder no longer owns any Notes, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents (other than its obligation to fund Loans, as more fully set forth in paragraph (a) of this Section 8.19).

(d) *Participations.* Each Noteholder shall have the right to grant participations in all or a portion of the Noteholder’s interest in the Note, this Agreement and the other Related Documents to one or more other banking institutions (each a “Participant”); *provided, however,* that (i) no such participation by any such Participant shall in any way affect the obligations of such Noteholder hereunder and (ii) the Borrower shall be required to deal only with such Noteholder, with respect to any matters under this Agreement, the Notes and the other Related Documents and no such Participant shall be entitled to enforce any provision hereunder against the Borrower. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 8.18, 8.22 and 8.23 hereof to the same extent as if it were a Noteholder hereunder; *provided, however,* that a Participant shall not be entitled to receive any greater payment under Sections 8.22 and 8.23 than such Noteholder would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower’s prior written consent.

(e) *Certain Pledges.* In addition to the rights of the Lender set forth above, the Lender may at any time pledge or grant a security interest in all or any portion of its rights or interests under the Note, this Agreement and/or the other Related Documents to secure obligations of the Lender or an Affiliate of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

Section 8.20. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Lender and any Affiliate thereof are arm's-length commercial transactions between the Borrower, on the one hand, and the Lender and its Affiliates, on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Lender and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower, or any other Person and (ii) neither the Lender nor any of its Affiliates has any obligation to the Borrower with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Lender nor any of its Affiliates has any obligation to disclose any of such interests to the Borrower. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Lender or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

Section 8.21. USA Patriot Act. The Lender is subject to the Patriot Act and hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act. The Borrower shall, promptly following a request by the Lender, provide all documentation and other information that the Lender reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.22. Taxes. If any payments to the Lender or any Noteholder under this Agreement are made from outside the United States, the Borrower will not deduct any foreign taxes from any payments it makes to the Lender or such Noteholder. If any such taxes are imposed on any payments made by the Borrower (including payments under this paragraph), the Borrower will pay the taxes and will also pay to the Lender or any Noteholder, at the time interest is paid, any additional amount which the Lender specifies as necessary to preserve the after-tax yield the Lender or any Noteholder would have received if such taxes had not been imposed. The Borrower

will confirm that it has paid the taxes by giving the Lender or Noteholder official tax receipts (or notarized copies) within thirty (30) days after the due date.

Section 8.23. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender or any Noteholder;

(ii) subject the Lender or any Noteholder to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender or any Noteholder any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to the Lender or any Noteholder with respect to this Agreement, the Loan, the Note or the making, maintenance or funding of the Loan, or to reduce the amount of any sum received or receivable by the Lender hereunder (whether of principal, interest or any other amount) then, upon request of the Lender, the Borrower will pay to the Lender, such additional amount or amounts as will compensate the Lender, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Lender or such Noteholder determines that any Change in Law affecting the Lender or such Noteholder or the Lender's or such Noteholder's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Lender's or such Noteholder's capital or liquidity or on the capital or liquidity of the Lender's or such Noteholder's holding company, if any, as a consequence of this Agreement, the Loan or the Note to a level below that which the Lender or such Noteholder or the Lender's or such Noteholder's holding company could have achieved but for such Change in Law (taking into consideration the Lender or such Noteholder's policies and the policies of the Lender's or such Noteholder's holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender or such Noteholder, such additional amount or amounts as will compensate the Lender or such Noteholder or the Lender or such Noteholder's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Lender or Noteholder setting forth the amount or amounts necessary to compensate the Lender or such Noteholder or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay the Lender or the Noteholder the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Lender to demand compensation pursuant to the foregoing provisions of this Section 8.23 shall not constitute a waiver of the Lender's or such Noteholder's right to demand such compensation; *provided* that the Borrower shall not be required to compensate the Lender or such Noteholder pursuant to the foregoing provisions of this Section 8.23 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of the Lender's or such Noteholder's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 8.24. Conclusive Recital. Pursuant to Section 11- 57- 210 of the Supplemental Public Securities Act, this Agreement, the Loan and the Note are entered into pursuant to certain provisions of the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Agreement, the Loan and the Note after delivery for value. Pursuant to Section 11- 57- 212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Note shall be commenced more than 30 days after the authorization of the Note.

Section 8.25 US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[Remainder of Page Intentionally Left Blank]

The parties hereto have executed this Loan Agreement as of the date first set forth above

* Person(s) signing hereby swear and affirm that they are authorized to act and acknowledge that the State is relying on their representations to that effect.

[BANK]

By: _____
Name: _____
Title: _____

STATE OF COLORADO
JARED POLIS, GOVERNOR
COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____
Name: Nicholas Farber
Title: Director of the Colorado High
Performance Transportation Enterprise

LEGAL REVIEW ON BEHALF OF COLORADO HIGH
PERFORMANCE TRANSPORTATION
ENTERPRISE,
PHILIP J. WEISER, ATTORNEY GENERAL

By: _____
Name: _____
Title: **[Assistant Attorney General]**

EXHIBIT A

FORM OF NOTE
COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE
REVENUE NOTE (BURNHAM YARD PROJECT),
SERIES 2021[A][B]

NO. R-1

PRINCIPAL
AMOUNT
[\$20,000,000]

<u>Issue Date</u>	<u>Final Maturity Date</u>	<u>CUSIP</u>	<u>Initial Rate</u>
[May __, 2021]	[May __, 2029]	N/A	[__%]

Interest Rate Reset Date: [May __, 2026]

NOTEHOLDER: [Bank]
PRINCIPAL AMOUNT: [\$20,000,000]

ON THE FINAL MATURITY DATE specified above the Colorado High Performance Transportation Enterprise (the “*Borrower*”), hereby promises to pay to the Noteholder specified above or to the registered assignee hereof (either being hereinafter called the “*Noteholder*”) the Principal Amount specified above, and to pay to the Noteholder, interest thereon at the rate determined as herein provided from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, or if no interest has been paid or duly provided for, from the Issue Date. Additional provisions relating to the payment of interest on this Note are set forth below under the heading “*Interest on the Note.*” It is specifically provided, however, that notwithstanding anything to the contrary herein, this Note is a special, limited obligation of the Borrower, and the principal hereof and interest hereon is payable solely from the sources and in the manner provided in the Loan Agreement (hereinafter defined).

THIS NOTE is issued under and pursuant to a Loan Agreement dated as of [May __, 2021] (as amended, modified or supplemented from time to time, the “*Loan Agreement*”), between the Borrower and [Bank] (the “*Lender*”).

The term “Authorized Denominations” shall mean \$100,000 or any integral multiple of \$5,000 in excess thereof.

The term “Business Day” shall mean a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in New York, New York or the states where the principal corporate office of the Borrower or the principal corporate trust office of the Trustee is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed or (c) a day on which the principal office of the Lender is closed.

The term “Maximum Rate” shall mean the maximum interest rate permitted by applicable law.

Any terms need otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note (or of a portion of this Note, in the case of a partial prepayment) shall be paid to the Noteholder hereof upon presentation and surrender of this Note on the Final Maturity Date or upon any date of prepayment prior to the Final Maturity Date, at an office of the Trustee. All payments of interest on the Note shall be paid to the Noteholder hereof whose name appears in the Note Register kept by the Trustee as of the close of business on the Business Day next preceding an Interest Payment Date (as defined in the Loan Agreement) by check mailed on the Interest Payment Date, provided that any Noteholder of \$1,000,000 or more in aggregate principal amount of the Note may, upon written request given to the Trustee at least five (5) Business Days prior to an Interest Payment Date designating an account in a domestic bank, be paid by wire transfer of immediately available funds. This Note is registered as to both principal and interest in the Note Register kept by the Trustee and may be transferred or exchanged, subject to the further conditions specified in the Loan Agreement, only upon surrender hereof at the office of the Trustee. Notwithstanding the foregoing, during any period in which ownership of the Note is determined by a book entry at a securities depository for the Note, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Borrower and the securities depository.

Interest on the Note

The Note shall initially bear interest at the Initial Rate.

If on the Interest Rate Reset Date the following statements shall be true and correct and the Lender shall have received a certificate incorporating by reference the definitions of the capitalized terms defined in the Loan Agreement, signed by the Director and dated the Interest Rate Reset Date, stating that (i) the representations and warranties of the Borrower contained in the Loan Agreement and in each of the other Related Documents are true and correct on and as of the Interest Rate Reset Date as though made on and as of such date, (ii) no Default or Event of Default has occurred and is continuing as of Interest Rate Reset Date, and (iii) no Event of Non-Allocation or Event of Non-Allocation (OLA) has occurred, commencing on the Interest Rate Reset Date the Note shall bear interest at the Bank Rate and be subject to amortization as set forth in the Loan Agreement. During the Amortization Period interest on the Note will be calculated as set forth in the Loan Agreement and will be payable as set forth in the Loan Agreement.

Each determination of interest rates shall be conclusive and binding on the Borrower, the Trustee, and the Noteholders. Any Noteholder may ascertain the rate of interest on the Note by contacting the Trustee.

Optional Prepayment

THIS NOTE is subject to prepayment at the option of the Borrower, in whole or in part (and if in part in an Authorized Denomination) on any Interest Payment Date or on any other date subject to the terms and provisions of the Loan Agreement.

ALL NOTES OF THIS SERIES are issuable solely as fully registered notes, without interest coupons, in Authorized Denominations. As provided in the Indenture, this Note, or any unpaid portion hereof, may, at the request of the Noteholder or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Noteholder, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denominations, as requested in writing by the appropriate Noteholder, assignee, or assignees, as the case may be, upon surrender of this Note to the Trustee for cancellation, all in accordance with the form and procedures set forth in the Indenture. The Borrower shall pay the Trustee's standard or customary fees and charges for exchanging any Note or any portion thereof, but the one requesting such exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege of exchange.

THE OWNER of this Note shall have no right to enforce the provisions of the Loan Agreement or to institute action or enforce the covenants therein, or to take any action with respect to any event of default under the Loan Agreement, or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture and the Loan Agreement.

MODIFICATIONS or alterations of the Loan Agreement may be made by the Borrower only to the extent and in the circumstances permitted by the Loan Agreement.

It is hereby certified, recited, represented, and declared that the Borrower is a government-owned business within CDOT in accordance with C.R.S. § 43-4-806(2)(a) and is an enterprise within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution receiving less than 10% of its annual revenue in grants from all State and local governments combined, duly organized, validly existing and in good standing under the laws of the State; that the issuance of this Note and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Note to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Colorado and the Indenture; that this series of notes does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Note and the Series of which it is a part as aforesated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Loan Agreement shall be construed in accordance with and shall be governed by the laws of the State of Colorado. Pursuant to Section 11-57-210 of the Colorado Revised Statutes, as amended, this Note is entered into pursuant to and under the authority of the Supplemental Public Securities Act, being Title 11, Article 57, Part 2 of the Colorado Revised Statutes, as amended. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of this Note after delivery

for value and shall conclusively impart full compliance with all provisions and limitations of said statutes, and this Note shall be incontestable for any cause whatsoever after delivery for value.

BY BECOMING the Noteholder of this Note, the Noteholder thereby acknowledges all of the terms and provisions of the Loan Agreement and the Indenture, agrees to be bound by such terms and provisions, acknowledges that the Loan Agreement and the Indenture are duly recorded and available for inspection in the official minutes and records of the governing body of the Borrower, and on file with the Trustee, and agrees that the terms and provisions of this Note, the Indenture, and the Loan Agreement constitute a contract between the Noteholder hereof, the Borrower, and the Trustee.

IN TESTIMONY WHEREOF, the Borrower has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Note to be executed in the name of and on behalf of the Borrower with the manual or facsimile signatures of its Director as of the Issue Date.

COLORADO HIGH PERFORMANCE
TRANSPORTATION ENTERPRISE

By: _____
Director

FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE

TRUSTEE'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Note has been issued under the provisions of the Indenture described in this Note.

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**
Trustee

Dated: [May __, 2021]

By: _____

FORM OF ASSIGNMENT

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --	as tenants in common	UNIF GIFT MIN ACT--
TEN ENT --	as tenants by the entireties	_____ Custodian _____
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Gifts to Minors Act _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please insert Social Security or
Other Identification Number of Assignee

/ _____ /

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitutes and appoints _____
to transfer said Note on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the
face of the within Note in every particular, without alteration or enlargement or any change
whatever; and

NOTICE: Signature(s) must be guaranteed by the Securities Transfer Association signature
guarantee program.

[END OF FORM OF NOTE]

EXHIBIT B

**BREAKAGE
[TO BE UPDATED]**

EXHIBIT C

**FORM OF INVESTOR LETTER
[TO BE UPDATED]**

EXHIBIT D
[TO BE UPDATED]

The State is self-insured for liability, State property losses, and worker's compensation and is responsible for processing claims brought against State agencies, including CDOT, and State employees. Protection for liability for State departments and employees is provided under the terms of the Colorado Governmental Immunity Act (CGIA) (CRS §24-10-101 et seq.) and the Risk Management Act (RMA) (CRS §24-30-1501 et seq.).

The State's property self-insurance coverage does not include any losses for pavement, bridge structures, or damages caused by third parties. If a loss should be caused by a third party, CDOT and/or HPTE would collect the debt through its own Risk Management section or refer the matter to the State's Central Collections which is a unit with the State Department of Personnel and Administration and was established pursuant to CRS §24-30-202.4

For larger road and bridge construction projects, CDOT maintains and manages an Owner Controlled Insurance Policy (OCIP). The Burnham Yard Project has been enrolled into CDOT's OCIP.



DATE: MAY 20, 2021
TO: THE COLORADO TRANSPORTATION COMMISSION
FROM: NICK FARBER, HPTE DIRECTOR; ANDREW GOMEZ, HPTE GENERAL COUNSEL;
KELLY BROWN, TOLLING OPERATIONS MANAGER;
SUBJECT: APPROVAL OF THE FISCAL YEAR 2021-22 TOLLING OPERATIONS AND
MAINTAINANCE INTRA-AGENCY AGREEMENT BETWEEN HPTE AND CDOT

Purpose

To present the Fiscal Year (FY) 2021-22 Tolling Operations and Maintainance (TOMs) IAA, including the FY 2021-22 Statement of Work (SOW), between the High Performance Transportation Enterprise (HPTE) and the Colorado Department of Transportation (CDOT).

Action

HPTE staff is seeking Transportation Commission (TC) approval of the resolution authorizing the TOMs IAA and proposed SOW between HPTE and CDOT for FY 2021-22.

Background

In 2016, CDOT and HPTE staff considered different alternatives for how to allocate operations and maintenance (O&M) costs on Express Lanes corridors. Certain O&M costs are clearly attributable to HPTE, while others are clearly attributable to CDOT. Certain costs should be allocated between the two. The allocation of O&M costs depends, in part, on:

- State law (TABOR rules governing enterprises);
- Accounting considerations regarding ownership of assets and liabilities; and
- Lender requirements (from TIFIA or private lenders).

Following an analysis of the options, the HPTE Board of Directors and TC agreed on a methodology based on the average daily traffic (ADT) whereby CDOT seeks reimbursement from HPTE on or before January 15 and July 15 of each year, and O&M costs are allocated based on a proportion of the total number of vehicles using the corridor, with HPTE's portion being all vehicles using the Express Lane that are obligated to pay a user fee.

When the ADT method of calculating the O&M costs was determined in 2016, HPTE had 68 lanes miles in operation. By 2023, Express Lane miles in operation will have increased to 223. As the Express Lanes Network grows, so do the operations and maintenance responsibilities. To proactively meet this growth, a better business process is required to ensure that HPTE is accurately paying CDOT for services and that the Express Lanes are maintained to provide the highest level of service to the users paying for a reliable travel time.

In recognition of the specialized operations and maintenance expertise that CDOT provides to HPTE, HPTE and CDOT have determined a new structure that will provide an upfront payment to CDOT to cover Express Lane O&M costs for the upcoming year through a new annual Tolling Operations and Maintainance (TOMs) IAA. This IAA documents the terms of the overall business relationship between CDOT and HPTE. It includes the SOW HPTE wants CDOT to provide in FY 2021-22, the cost calculations to deliver the work, and the process by which CDOT charges HPTE for the fair market value of the services provided. It ensures a proactive approach to determining O&M costs and removes the burden of calculating the total number of vehicles that use the GP and Express Lanes to determine a payment amount. As the Express Lane Network grows, the new structure will help address the challenges this growth creates and will ensure a more equitable approach to O&M costs in the future.

Key components of the SOW include:

- Roadway Maintenance
 - Specifics the CDOT O&M responsibilities related to the roadway. This includes items such as snow and ice removal, guardrail, and pothole repair.
- Operational Support



- Monitoring and response to traffic and incident management in Express Lanes to ensure traffic is free-flowing and safe for the traveling public.
- Intelligent Transportation Systems (ITS) maintenance and monitoring
 - Electronic tolling equipment is essential to the safe and smooth operation of the Express Lanes across the network. CDOT ITS plays a key role in ensuring the network and overall system are working to collect tolls and convey information to the users that travel in the Express Lanes.

See Exhibit A under Attachment A for a complete description of all activities to be performed by CDOT and the costs to be paid by HPTE.

Key Policy Considerations:

- The fee-for-service model describes the business relationship between HPTE and CDOT and enables CDOT to recoup the fair market value of its services to HPTE in an exchange transaction.
- The fee for service TABOR enterprise model has been validated by the Colorado Attorney General's Office in a legal opinion discussing the hospital provider fee.
- Documents the necessary contractual obligations between CDOT and HPTE.
- Approval of the IAA will reinforce the mutually beneficial partnership between CDOT and HPTE and fairly compensates CDOT for the services it provides to HPTE in relation to O&M.
- HPTE and CDOT approved a new [memorandum of understanding](#) (MOU) in January 2021. The MOU highlights how HPTE and CDOT work together to improve the state surface transportation system. The MOU details the business relationship at a high level. However, section six of the MOU specifies that HPTE and CDOT will develop a new IAA on operations and maintenance of Express Lanes in 2021 to reflect the expansion of the Express Lanes Network as facilities move from under construction to operational. This IAA meets that requirement.

Options / Decision Matrix

1. Approve the final TOMs IAA and proposed SOW for FY 2021-22. **Staff Recommendation.**
2. Review the statement of work and IAA, but with instructions to add a statement of work for particular projects or programs. Staff would make the necessary revisions and return with a revised statement and increased budget supplement at the beginning of the next fiscal year.
3. Review the statement of work and IAA, but with instructions to eliminate statement of work for particular projects or programs. Staff would make the necessary revisions and return with a revised statement and revised budget at the beginning of the next fiscal year.

Attachment

Attachment A. Tolling Operations and Maintenance PowerPoint

Attachment B. Tolling Operations and Maintenance IAA



Tolling Operations and Maintenance IAA

May 19, 2021



Background

- In 2016, CDOT and HPTE staff considered different alternatives for how to allocate operations and maintenance (O&M) costs on Express Lanes corridors.
- Certain O&M costs are clearly attributable to HPTE, while others are clearly attributable to CDOT. Certain costs should be allocated between the two.
- In 2016 the HPTE Board and TC agreed on a methodology to calculate O&M costs based on average daily traffic (ADT).
- CDOT currently seeks reimbursement from HPTE and O&M costs are allocated based on a proportion of the total number of vehicles using the Express Lanes vs. the General Purpose lanes in the corridor.

Express Lanes Growth

- In 2016, HPTE had 68 lanes miles in operation. By 2023, Express Lane miles in operation will have increased to 223.
- HPTE and CDOT are proactively seeking to address the challenges that this growth to the network presents.
- HPTE and CDOT have determined a new structure that will provide an upfront payment to CDOT, with a built in contingency, to cover Express Lane O&M costs for the upcoming year through a new annual Tolling Operations and Maintenance (TOMs) IAA.

Overview of the TOMs IAA

- The process was designed based on HPTE's Fee-For-Service model.
- The Statement of Work and Budget is broken into three main areas:
 - Roadway Maintenance
 - Operational Support
 - Intelligent Transportation Systems (ITS) maintenance and monitoring
- The calculation for each area is based on historical data, broken out by each corridor, and is calculated using a per lane mile or percentage based method.
- The total for the Fiscal Year 2021-2022 is \$961k
- This includes a contingency of 10 percent per corridor (\$87k total) to account for any work that may come up on an as needed basis.

Questions?

**STATE OF COLORADO
INTERAGENCY AGREEMENT**

COVER PAGE

Paying State Agency High Performance Transportation Enterprise (HPTE)	Agreement Numbers Insert CMS Number or Other Agreement Number Encumbrance Number or Financial System Designation		
Performing State Agency Department of Transportation (CDOT)	Agreement Performance Beginning Date The Effective Date		
Agreement Maximum Amount Term State Fiscal Year \$961,152.20 2022 Total for All State \$961,152.20 Fiscal Years	Agreement Expiration Date June 30, 2022		
	Agreement Authority §§43-1-110 and 43-4-806(6)(g) and (h), C.R.S.		
Agreement Purpose The purpose of this Agreement is for HPTE to compensate CDOT for the fair market value of certain services to be provided to HPTE during FY2021-22			
Exhibits and Order of Precedence The following Exhibit(s) and attachment(s) are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. The provisions of the main body of this Agreement. 2. Exhibit A, Statement of Work and Budget.			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> For the Paying State Agency: Nicholas Farber, Director High Performance Transportation Enterprise 2829 W.Howard Place Denver, CO 80222 Email: Nicholas.Farber@state.co.us </td> <td style="width: 50%; vertical-align: top;"> For the Performing State Agency: Stephen Harelson, Chief Engineer Colorado Department of Transportation 2829 W.Howard Place Denver, CO 80222 Email: Stephen.Harelson@state.co.us </td> </tr> </table>		For the Paying State Agency: Nicholas Farber, Director High Performance Transportation Enterprise 2829 W.Howard Place Denver, CO 80222 Email: Nicholas.Farber@state.co.us	For the Performing State Agency: Stephen Harelson, Chief Engineer Colorado Department of Transportation 2829 W.Howard Place Denver, CO 80222 Email: Stephen.Harelson@state.co.us
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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

STATE OF COLORADO Jared S. Polis, Governor	
High Performance Transportation Enterprise Nicholas J. Farber, Director	Department of Transportation Shoshana M. Lew, Executive Director
_____ Nicholas J. Farber, Director	_____ Stephen Harleson, P.E, Chief Engineer
Date: _____	Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
By: _____	
Effective Date: _____	

1. PARTIES

This Interagency Agreement (this “Agreement”) is entered into by and between the High Performance Transportation Enterprise (HPTE), and the Colorado Department of Transportation (CDOT) who are named on the Cover Page of this Agreement. HPTE and CDOT may each individually be referred to as a “Party” and collectively as the “Parties.” Each Party is an agency of the STATE OF COLORADO, hereinafter called the “State.”

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Termination for Convenience

Either Party may terminate this Agreement for convenience by giving the other Party 90 days prior written notice setting forth the date of termination.

3. STATEMENT OF WORK AND BUDGET

A. Work

CDOT shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. HPTE shall have no liability to compensate CDOT for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

B. Goods and Services

CDOT shall procure goods and services necessary to complete its obligations using Agreement funds and shall not increase the maximum amount payable hereunder by the HPTE.

4. PAYMENTS TO CDOT

A. Maximum Amount

Payments to the CDOT are limited to the unpaid, obligated balance of the Agreement funds. HPTE shall not pay the CDOT any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year shown on the Cover Page for this Agreement.

B. Payment Procedures

- i. CDOT shall initiate payment requests by invoice to HPTE, in a form and manner approved by HPTE. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to the HPTE by July 15th of the following Fiscal Year.
- ii. HPTE shall pay each invoice within 30 days following the HPTE receipt of that invoice, so long as the amount invoiced correctly represents work completed by CDOT and previously accepted by HPTE during the term that the invoice covers.

5. RECORDS, MAINTENANCE, AND INSPECTION

A. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the six year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

B. Inspection

HPTE shall have the right to inspect the CDOT's performance at all reasonable times and places during the term of this Agreement. The CDOT shall permit HPTE, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe the CDOT's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by HPTE shall not unduly interfere with the CDOT's performance hereunder.

6. CONFIDENTIAL INFORMATION

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

7. DISPUTE RESOLUTION

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties to the State Controller, whose decision shall be final.

8. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page or **(C)** as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Agreement. Either Party may change its Principal Representative by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

9. GENERAL PROVISIONS

A. Assignment

The rights and obligations of each Party under this Agreement are personal to such Party and may not be transferred or assigned without the prior, written consent of either Party. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of a Party's rights and obligations approved by the Party shall be subject to the provisions of this Agreement.

B. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

C. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

D. Third Party Beneficiaries

Except for the Parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

EXHIBIT A, STATEMENT OF WORK AND BUDGET

1. Background

- A. CDOT is an agency of the State of Colorado authorized pursuant to § 43-1-105, C.R.S. to plan, develop, construct, coordinate, and promote an integrated transportation system in cooperation with federal, regional, local, and other state agencies.
- B. Pursuant to § 43-1-110, C.R.S., the executive director of CDOT is authorized to execute certain agreements on behalf of CDOT.
- C. HPTE was created pursuant to § 43-4-806(2), C.R.S., and operates as a government-owned business within CDOT.
- D. Pursuant to § 43-4-806(6)(g), C.R.S., HPTE is empowered to enter into contracts or agreements with any public entity to facilitate a public-private partnership, including, but not limited to, an agreement in which the Enterprise, on behalf of CDOT, provides services in connection with a surface transportation infrastructure project.
- E. HPTE is further empowered, pursuant to § 43-4-806(6)(h), C.R.S., to make and enter into all other contracts and agreements, including intergovernmental agreements under § 29-1-103, C.R.S., that are necessary or incidental to the exercise of its powers and performance of its duties.
- F. The business purpose of HPTE, as provided for in § 43-4-806(2)(c), C.R.S. is to pursue public-private partnerships and other innovative and efficient means of completing surface transportation infrastructure projects, which HPTE may agree to complete for CDOT under agreements entered into with the Department in accordance with § 43-4-806(6)(f), C.R.S.
- G. On September 30, 2013, and as amended and restated on January 20, 2021, CDOT and HPTE entered into a Memorandum of Understanding, which set forth each Party's operating roles and responsibilities as they relate to their respective missions and provided, in relevant part, that CDOT is to be reimbursed by HPTE for personal goods or services procured by.
- H. HPTE acknowledges that CDOT possesses operations and maintenance (“O&M”) expertise unavailable to HPTE, which enables it to ensure the effective, efficient, and safe operations of Express Lanes.
- I. CDOT and HPTE previously entered into various Intra-Agency Agreements for Express Lane corridors in which HPTE agreed to compensate CDOT for the operations, maintenance, and rehabilitation of the Express Lanes by allocating costs based on a proportion of the total number of vehicles using the Express Lane and the general purpose lanes (the “**Pro-Rata O&M Cost Calculation**”).
- J. Those Intra-Agency Agreements are fully incorporated by reference herein and are as follows: (1) the Intra-Agency Agreement for the C-470 Project Express Lanes Project as amended and executed on October 20, 2016; (2) the Intra-Agency Agreement for the Mountain Express Lanes Project, executed on January 28, 2021; (3) the Intra-Agency Agreement for I-25 North Segment 2 Project as executed on August 2, 2016; and (4) the Intra-Agency Agreement for the I-25 North Segment 3 Project, as amended and executed on February 24, 2016 (collectively the “**Express Lanes IAAs**”).

- K. Kiewit Meridiam Partners (KMP) is the Developer for the Central 70 Project on the I-70 corridor in Denver in which the O&M Work is allocated subject to its Construction Contract with Jorgensen Associates, Inc. and to which HPTE shall continue to rely on the Pro-Rata O&M Cost Calculation.
- L. Plenary Roads Denver (PRD) is the U.S. 36 Concessionaire and performs snow & ice removal as well as general purpose maintenance on the U.S. 36 Express Lane corridor and the I-25 Central Express Lane. U.S. 36 payment obligations are detailed in the Amended and Restated U.S. 36 Concession Agreement ([2014](#)) and will not be included as part of this Agreement.
- M. For the purpose of this IAA, the Parties acknowledge and agree that larger capital maintenance items are not contemplated or included in this Agreement.
- N. Given the practical difficulties in capturing the true values of the Pro-Rata O&M Cost Calculation and the ongoing maturation of HPTE's business practices, the Parties now desire to adjust how HPTE compensates CDOT for the operations, maintenance, and rehabilitation of the Express Lanes ("**Services**") by providing payment to CDOT on an upfront basis rather than the retroactive O&M Cost Calculation.
- O. HPTE has prepared a new statement of work ("**Statement of Work**") describing the Services HPTE has requested CDOT to provide HPTE during the 2021-22 fiscal year in this Exhibit A.
- P. In order to ensure the efficient running of surface transportation infrastructure projects that involve Express Lanes once they become operational, HPTE desires that CDOT utilize its expertise in operations and maintenance to provide the Services, in exchange for which HPTE agrees to compensate CDOT in the amounts set forth in the Statement of Work.
- Q. HPTE shall continue to be an enterprise for purposes of Section 20 of Article X of the Colorado Constitution ("TABOR"), so long as it receives less than ten percent (10%) of its total revenues in grants from all Colorado state and local governments combined.
- R. Pursuant to §§ 24-77-102(7)(b) and 43-4-803(13)(b), C.R.S., grants do not include revenues or income derived from any authorized rate, fee, assessment, or other charge imposed by an enterprise for the provision of goods or services by such enterprise.
- S. On March 11, 1997, in Opinion No. 97-01, the Colorado Attorney General also concluded, inter alia, that a designated enterprise may continue to qualify as an enterprise under TABOR, even though it receives a direct appropriation of monies, so long as the appropriation constitutes revenues resulting from the provision of goods or services pursuant to § 24-77-102(7)(b)(II), C.R.S.
- T. Citing *Nicholl v. E-470 Public Highway Authority*, 896 P.2d 859 (Colo. 1995), the Colorado Attorney General further noted that the very concept of an enterprise under TABOR envisions an entity that is owned by a government institution, but is financially distinct from it, and also, that the financial affairs of the enterprise must be those of a self-supporting business-like activity that provides goods and services for a fee.

- U. On February 29, 2016, in Opinion 16-01, the Colorado Attorney General also concluded, inter alia, that an enterprise must charge a fee in exchange for a government service, and a fee for service arrangement - broadly construed - is nearly synonymous with enterprise status.
- V. CDOT and HPTE each hereby affirm that, consistent with Colorado law, moneys paid by the HPTE to CDOT under this Agreement are not grants of money from HPTE to CDOT, but rather, payment for the Services to be provided by CDOT as set forth in the Statement of Work.

2. Responsibilities

- A. CDOT shall provide the Services set forth in this Statement of Work over a one-year period, commencing on July 1, 2021, and ending on June 30, 2022, which comprises the 2021-22 fiscal year.
- B. No later than January 15th and July 15th of the fiscal year, CDOT shall submit to HPTE a progress report. The progress report will include a narrative summary of CDOT's activities by Express Lane corridor, during the previous six month period (July 1-December 31, 2021, and January 1-June 30, 2022), as well as a detailed report on the progress being made in the performance of the Services. The submissions of the semi-annual reports will be used by CDOT and HPTE to recognize revenue and expenses, respectively, and are to be tied to the specific tasks, and categories of work within each task, described in the Statement of Work.
- C. The Parties may agree to modify the specific tasks set forth in the Statement of Work to be undertaken by CDOT during the term of this Agreement, provided that such modifications do not result in an increase or decrease in the overall estimated value of the Services to be provided under this Agreement. Any such modifications shall be specifically identified, and their estimated values reconciled, in the progress report submitted by CDOT on July 15th following the close of the prior fiscal year. Any modifications to the Statement of Work resulting in an increase or decrease in the overall estimated value of the Services shall not be undertaken unless agreed to in writing by the Parties in an amendment to this Agreement.

3. Payment Process

- A. CDOT intends to record the full Agreement Funds as unearned revenue, and recognize revenue on a pro-rata basis as Services are performed during the course of the fiscal year. CDOT will conduct a "true-up" of balances by Express Lane at both mid-year (January) and at the end of the fiscal year (July), to coincide with the Services actually provided, in conjunction with the preparation and submission of the progress reports described in Section 2.
- B. The Services to be provided, and the Agreement Funds, therefore, are for the full fiscal year covered by this Agreement, as may be amended from time to time. Milestone deadlines contained in the Statement of Work are for informational and work progress tracking purposes only and are not binding on CDOT. Services provided by CDOT within the fiscal year shall be compensated as part of the Agreement Funds provided for herein. No deductions shall be made for Services completed outside the timeframes set forth in the Statement of Work, provided such Services are completed within the current fiscal year.
- C. Any Services not completed within the term of this Agreement shall be reflected in the progress report submitted by CDOT on July 15th following the close of the prior fiscal year. In the event the value of the Services actually completed during the fiscal year is less than was estimated in the Statement of Work, CDOT may be required to reimburse HPTE for the

value of Services not completed. The value of the uncompleted portion of the Services, if any, shall reflect the fair market value of the same, and shall be mutually agreed upon and set forth in writing by the Parties in an amendment to this Agreement.

4. Renewal

- A. It is expressly contemplated that the Parties intend to extend this Agreement for additional one-year terms for services to be provided by CDOT to HPTE in future fiscal years. Such extensions shall be documented by formal written notice pursuant to Section 8 of the Agreement and shall include an updated statement of the services to be provided in the subsequent fiscal years.
- B. CDOT agrees to work with HPTE to draft and finalize a Statement of Work and costs for services for the upcoming fiscal year no later than February 2022.
- C. If the scope of services and payment amount for the following fiscal year are deemed acceptable by HPTE, the same shall be set forth in a written amendment executed and approved by the Parties.
- D. If during its budget approval process for the following fiscal year, the HPTE Board of Directors allocates funds for CDOT in the full amount included in the proposed scope of services submitted by CDOT, such proposed scope of services shall be deemed approved by HPTE, notwithstanding any failure of the Parties to execute a written amendment prior to the July 1 start of the subsequent fiscal year. The Parties shall thereafter execute a written amendment for such subsequent fiscal year, the terms and conditions of which shall not be inconsistent with the budget action taken by the HPTE Board of Directors.
- E. If the scope of services and payment amount to be provided by CDOT are approved by HPTE as provided for in this Section, HPTE agrees that it shall pay CDOT the agreed upon payment amount for the following fiscal year by July 15th.
- F. If the Parties are unable to agree upon a scope of services and payment amount for the following fiscal year prior to June 30 of any year, this Agreement shall terminate and be of no further force and effect for the subsequent fiscal year.

5. Consideration; Exchange Transaction

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

6. Description of Duties

6.1 Organizational Overviews

High Performance Transportation Enterprise (HPTE)

In order to accelerate the development and delivery of critical transportation infrastructure projects through the use of innovative financing, the Colorado Department of Transportation (CDOT) utilizes the expertise and legal power of the High Performance Transportation Enterprise (HPTE). In 2009, the HPTE was created under 43-4-806 C.R.S., known as FASTER, in order to accelerate

critical surface transportation infrastructure projects throughout the state. To achieve this objective, the HPTE was given the power to enter into public-private partnerships, impose user fees on surface transportation projects, issue revenue bonds, and enter into private commercial loan agreements. HPTE is also the Colorado tolling entity (the successor to the Colorado Tolling Enterprise), managing Colorado's network of tolled Express Lanes. By law, HPTE is required to "aggressively" pursue innovative finance solutions to improve Colorado's surface transportation infrastructure. Due to the Taxpayer Bill of Rights (TABOR) restrictions, CDOT cannot exercise these powers. Although a division of CDOT, HPTE is an independent, government-owned business and TABOR enterprise, which exempts it from certain TABOR restrictions. The powers given to the HPTE through statute provide a direct benefit to CDOT and the traveling public by accelerating surface transportation infrastructure projects that ordinarily would not be undertaken due to a constrained fiscal environment.

CDOT Division of Maintenance and Operations (DMO)

DMO staff are responsible for the daily maintenance and operation of the state transportation system. This includes Maintenance Program Areas focused on activities such as snow and ice removal and pavement repair, and programs focused on ensuring the system operates efficiently, such as Courtesy Patrol and Heavy Tow services to remove inoperable vehicles from traffic, and real-time travel information provided to travelers via Variable Message Signs, or the COTRIP website. Intelligent Transportation Systems (ITS) and Network Services is a Division of Maintenance and Operations and supports CDOT teams, regions, and HPTE with their ITS and network needs to implement technologies to communicate better, decrease travel times, and create a safer driving environment for the traveling public. ITS has three main areas of focus, field operations, network services, and engineering.

6.2 Fiscal Year Services to be Provided for HPTE Express Lanes

HPTE currently has 108 lane miles of Express Lanes and is directly responsible for operation and maintenance on 64 of those lane miles. By contracting with the CDOT Division of Maintenance and Operations (DMO) to perform certain services for Express Lanes that are in operation, (I-25 North US36 to 120th (Segment 2), I-25 North 120th to Northwest Parkway (Segment 3), I-70 Mountain Express Lane and C-470 I-25 to Wadsworth), HPTE is able to ensure that all Express Lanes facilities are working correctly and safely for the users that choose to pay a fee for a reliable trip time. For the 2021-22 fiscal year, HPTE has tasked CDOT DMO to oversee work in three core areas:

A. Roadway Maintenance

Regular roadway maintenance is essential to help preserve Express Lanes in their originally constructed condition, ensure user safety, and provide efficient, convenient travel. The safe and efficient operations of Express Lanes are dependent on ensuring that the roadway is clear of debris, free from potholes, and cleared of snow and ice during winter weather events.

Guardrails, attenuators, and other roadside safety items must be kept in working condition. To ensure roadway maintenance is carried out to a high standard, HPTE has tasked CDOT with performing the following activities in the Express Lanes:

- a. Repair and replacement of guardrails, bridge rail, concrete barrier, and attenuators to ensure they are in working condition;
- b. Snow and ice removal;

- c. Lane striping, lane sweeping/cleaning;
- d. Trash and debris removal;
- e. Pothole filling, crack sealing, joint repairs, concrete slab replacements, and any additional pavement maintenance;
- f. Regular cleaning of static Express Lane signs if not they are not easily readable;
- g. Repair of damaged static Express Lane signs; and
- h. Lane closures and temporary traffic control to perform any of the roadway maintenance activities listed above.

B. Intelligent Transportation Systems (ITS) Maintenance and Monitoring

Timely electronic tolling equipment maintenance is an essential part of a successful Express Lane system. Extended periods of equipment downtime results in loss of revenue and reduces HPTE’s ability to pay back the debt it incurred to help build the project, and to provide funding for additional construction projects in the corridor. CDOT ITS plays a critical role in maintaining the electronic toll collection system, the fiber-optic network that the system runs on, and the various signs and communication devices that convey information to the traveling public. To ensure these important functions are carried out to a high standard, HPTE has tasked CDOT with performing the following ITS activities in and on behalf of the Express Lanes:

- a. Regular maintenance and monitoring of the fiber optic network to ensure it is in working condition and that network downtime is minimized as much as possible;
- b. The Network Operation Center (NOC) staff assists with triaging tickets and dispatch related to devising failures. Additionally, NOC staff provide advanced notification of fiber maintenance, continued notifications in the event of fiber outages, and provide proactive responsiveness and resolution to problems and incidents discovered;
- c. Device maintenance, lane closures, temporary traffic control, and associated activities will be billed as needed at to HPTE at the rates outlined in Appendix C;

C. Operational Support

Oversight and monitoring of the Express Lanes are critical to mitigate accidents, identify incidents that require an immediate response, become familiar with behaviors of the corridors, flag issues related to safety, and follow up by reporting the information to prompt a change in process or practices. The CDOT Traffic Operations Center (TOC) monitors roadway traffic throughout the state of Colorado. The TOC operators and dispatchers coordinate with local agencies along those corridors, various jurisdictions, and key partners such as CDOT Incident Commanders, First Responders, Safety/Courtesy Patrol which align with the common goal of optimizing the performance of the entire surface transportation system.

There are two locations, one in Golden, CO, and the other at Eisenhower Johnson Tunnel (JOC). The high-level duties of the Center are to provide system monitoring (traffic operations, infrastructure, and equipment health), event management, and crisis management. It is HPTE’s goal to provide excellent service and meet the expectations of Express Lane users. This is accomplished by proactive monitoring of system health and immediate response to failures and traffic events that allow us to generate the maximum traffic flow as well as maximizing the toll revenue collection that will allow us to meet the obligations and commitments incurred when

the lanes and associated construction were established. To ensure these important goals are carried out to a high standard, HPTE has tasked CDOT with performing the following operational support activities on behalf of the Express Lanes:

- a. Ensure that the lanes are running efficiently, including immediate identification of failing tolling equipment and setting in motion the steps to ensure that uptime of the equipment is optimal;
- b. Monitor all Express Lanes, including coverage of After Hours operations as defined by traffic operations center (TOC) business rules for each individual Express Lanes corridor;
- c. Courtesy Patrol on Express Lane corridors carrying out traffic management, incident recovery, and verification of the status of the corridor during peak hours within the project limits;
- d. Communication with the traveling public if an event or accident occurs using the tools available in the TOC including ReadyOp, Twitter, Google Traffic, and other platforms;
- e. Ensure that tolls are not charged if an event is triggered in the General Purpose lane that diverts traffic into the Express Lane;
- f. Use of Variable Message Signs (VMS) for Express Lanes messaging. Examples would include: Express Lane closures, safety campaigns (e.g.: don't cross double white lines), toll fee changes, messaging about new lanes that are opening.

7. Terms and Conditions

7.1 Statement of Work Duration

This Statement of Work documents the duties and tasks that HPTE directs CDOT to manage, oversee, and implement for the Fiscal Year 2021-2022. This Statement of Work outlines services that will be provided by CDOT over a one-year period that will commence on July 1, 2021, and end on June 30, 2022.

7.2 Payment for Services

Associated costs for specific areas of work are outlined below. In exchange for completing the tasks outlined under this Statement of Work, HPTE will compensate CDOT with an upfront payment for its services. HPTE has also included a 10% contingency by corridor to account for any work that may come up on an as needed basis. HPTE will reserve the contingency to be used as needed and it will not be included as part of the pre-payment to CDOT. Work will be agreed on by HPTE and CDOT and billed to HPTE for payment out of the contingency funds.

Any operations and maintenance that needs to be completed and is outside the scope of work for this agreement, CDOT will notify HPTE of the needed work in a written statement, outlining the nature and price of the tasks, requesting HPTE's approval 30 days before the work is to be completed. Upon HPTE's approval, CDOT will then invoice HPTE. HPTE then has 30 days to pay the invoice.

7.3 Progress Reporting

On the 15th of January and July of each fiscal year, CDOT will submit a progress report that includes a summary of activities performed on the corridor for the previous six months as well as a status report on the progress being made to accomplish the tasks outlined in this Statement of Work. The submission of the semi-annual reports will be used by CDOT and HPTE to recognize revenue and expenses, respectively.

8. Summary of Total Fees by Roadway for FY 2021-22 for Statement of Work Activities:

Type of Maintenance	I-25 North Segment 2	I-25 North Segment 3	I-70 MEXL	C-470	Total
Roadway Maintenance	\$48,000.00	\$40,000.00	\$29,244.00	\$120,000.00	\$237,244.00
ITS Maintenance and Monitoring	\$12,474.52	\$10,395.40	\$12,474.52	\$31,186.29	\$66,530.73
Operational Support	\$39,500.00	\$39,500.00	\$163,000.00	\$328,000.00	\$570,000.00
Contingency	\$9,997.45	\$8,989.54	\$20,471.85	\$47,918.63	\$87,377.47
Total	\$109,971.97	\$98,884.94	\$225,190.37	\$527,104.92	\$961,152.20

Appendix A (Roadway Maintenance), Appendix B (Operational Support), and Appendix C (ITS Maintenance and Monitoring) provide a detailed breakdown of the SOW calculations.

Appendix A: Roadway Maintenance

The roadway maintenance calculation uses historical O&M cost data from CDOT DMO to determine a cost per lane mile on Express Lane corridors. The cost per lane mile is then multiplied by the number of Express Lane miles in a specific corridor to calculate the total. The table below outlines the cost per Express Lane for Roadway O&M:

Corridor	Estimated Per Lane Mile Cost	Number of Express Lane Miles	Total
I-25 North (120th Ave to Northwest Parkway/E-470)	\$4,000	10	\$40,000
I-25 North (US 36 to 120th Ave)	\$4,000	12	\$48,000
I-70 Mountain Express Lane	\$2,437	12	\$29,244
C-470 (I-25 to Wadsworth Blvd)	\$4,000 ¹	30	\$120,000
Total			\$237,244

Appendix B: Operational Support

CDOT/HPTE Agreement for Managed Lane Operations (Ops Centers and Safety Patrol)			
Facility	I-70 MEXL	I-25 North (US 36 to Northwest Parkway/E-470) Segments 2&3	C-470
Hours of Operation	Sat/Sun - 09:00-20:00 hrs	24/7/365	24/7/365
	Holidays (e.g. Mondays, Thanksgiving, Christmas)		
	Total - 1168 hrs/year and 100 days/year		
Duties	Open Lane (e.g. clearing)	**Active Monitoring (see agreement below)	Active Monitoring
	Active Monitoring	Incident Response	Incident Response
	Incident Response	Toll Voiding	Toll Voiding
	Toll Voiding		"Play Book" (e.g. 110+ scenarios)
	Close Lane		
HPTE	None	None	Above: 0600-2100 Mon-

¹ I-25 is being used as a proxy for this calculation because C-470 has not been open long enough to give an estimate of annual operations and maintenance costs.

Duties			Fri (75 hrs/week)
CDOT Duties	All the Above	All the above	Above: 2100-0600 Mon-Fri; Weekends; HPTE Vacation (93 hours/week)
Level of Effort	Operation Center (EJMT):	Operation Center (Golden):	Operation Center (Golden):
	12 hours/day - 11 open and 1 to open and close lane	168 hours/week	93 hours/week
	12 hours/day * 100 days/year = 1200 hours/year	8,736 hours/year	4,836 hours/year
	1200/1750 billable hours/year = 70%	Total = 8,736 * \$50/hour = \$436,800	Total = 4,836 * \$50/hour = say \$242,000
	Total: 70% * \$100,000/year = \$70,000	Average 70 incidents/year	Assume more traffic/effort during day, and less at night.
		Average 37 minutes/incident	0600-2100 hours sat/sun = 2 days * 15 hours/day * \$50/hr * 52 = \$78,000
		Hours/year Incident Response = 43 hours	2100-0600hrs @ 25% = 365 * 9 * 50 * .25 = say \$42,000
		Cost for Incident Response = 43 * \$50/hour = \$2,150	\$42,000 + \$78,000 = \$120,000
		**Agreement - No funding exchanged. HPTE operators will help CDOT when there are no managed lane issues. CDOT operators will help HPTE when there are no other issues. CDOT will reactively monitor this facility.	**Agreement - all crashes/incidents on C470 actively managed. Toll facilities (e.g. readers) checked a couple times during shift.
	Safety Patrol (2 units):	Safety Patrol (1 units):	Safety Patrol (assume 2 units):
Light Duty = \$100/hour *1200 = \$120,000	Light Duty = \$69/hour	Light Duty = \$69/hour	

	Roll Back = \$135/hour * 1200 = \$162,000	Hours/year = [(14*5)+(9*2)]*52 = 4,576	Hours/year = [(14*5)+(9*2)]*52 = 4,577
	Subtotal = \$282,000/year	Subtotal = \$69/hour * 4,576 hours = \$315,744	Subtotal = \$138/hour * 4,576 hours = \$631,488
	# of Lanes (Managed vs GP) = 33%	# of Lanes (Managed vs GP) = 25%	# of Lanes (Managed vs GP) = 33%
	Total: \$93,000	Total:\$79,000	Total: \$208,000
Annual Total Cost	Operation Center: \$70,000	Operation Center: \$0	Operation Center: \$120,000
	Safety Patrol: \$93,000	Safety Patrol: \$79,000	Safety Patrol: \$208,000
		Grand Total	
		\$190,000	
		\$380,000	
		\$570,000	

Appendix C: ITS Maintenance and Monitoring

1. Operational ITS costs

Currently, the ITS Network Operations Center (NOC) has eight full-time staff and can support ticket monitoring and dispatching in HPTE corridors during business hours (4:00 am to 8:30 pm), Monday through Friday (7:00 AM to 4:00 PM) Saturday and Sunday.

The cost for ITS Network FTEs, contractors, software and tools, and lane closures to complete tickets within HPTE corridors averages approximately 2% of the total ITS ticketing volume costs. To determine an annual reimbursement for the cost associated with maintaining devices in HPTE corridors via tickets submitted, 2% was applied to the average total ITS tickets annual cost.

Base Support (Estimated Annual Average: \$18,199.33): This is ticketing tracking and dispatch only.

The staff employed in the NOC are Professional Network and Systems Engineers and are employed through a contract with Convendis, two FTEs, and a Supervisor FTE. In addition, there is an overhead expense associated with the software and tools needed to log, track and manage tickets.

Calculation

[[Total Costs of FTEs/Contractors/Software in the NOC] x [Percentage of HPTE Tickets received within the NOC based on previous year]] + [3% Overhead] = [Network Monitoring Annual Reimbursement] = $(\$883,462.44 \times 2\% = \$17,669.25) + \$530.08 = \mathbf{\$18,199.33}$

2. Communication Infrastructure Maintenance Costs:

Currently, ITS dark fiber is used to support communication for HPTE corridors. The current assumption is that each corridor shown uses four strands of ITS dark fiber to support the HPTE vendor tolling equipment. Any routes that ETC will be managing will need to be converted to from dark fiber rates to circuit rates, which currently is not reflected.

Maintenance of fiber routes includes preventative maintenance, inventorying, and emergency and extraordinary repairs. Preventative maintenance on these fiber routes includes periodic inspection of the facility, reinstallation of knocked down fiber location markers and replacement of damaged or missing fiber location markers, clearing and cleaning debris from pull boxes so that they are visible, performing locates within three (3) business days from receipt of UNCC notice. An accurate geospatial inventory of the route has to be maintained with UNCC to support appropriate locates. Emergency and extraordinary repairs occur when fiber cables have been damaged, cut or severed.

Calculation

[[Total Corridors miles] X [M&O Annual Fee per mile per strand] x [Number of Fibers] = HPTE Annual M&O] + [[Total Corridors miles] X [Locate/811 Annual Cost per mile per strand, plus 20% overhead] x [Number of Fibers] = HPTE Annual M&O] = [Fiber Maintenance Annual Reimbursement]

Total Corridor Miles: $234.3 \times \$34.95 \times 4$ strands per mile = \$32,755.14 M&O cost share to HPTE

Total locates and UNCC tickets: $234.3 \times \$16.62 \times 4$ strands per mile = \$15,576.26

[Communication Infrastructure Annual Reimbursement for 2021] = **\$48,331.40**

3. Conclusion:

An estimated total annual reimbursement is shown in the table below. The methodology to determine the Operational and Maintenance costs as documented above.

To ensure the equitable distribution of ITS costs across the Express Lanes Network, the total reimbursement cost was calculated on a lane mile basis and multiplied by the number of lane miles for each Express Lane facility (e.g. I-70 Mountain Express Lane - 12 lane miles x \$1039.54 = \$12,474.52). The values and methodologies used to determine the reimbursement will be assessed/updated annually.

Operational ITS Costs	\$18,199.33
Communication Infrastructure Maintenance Costs	\$48,331.40
Total Reimbursement	\$66,530.73

4. ITS Rates (paid for out of contingency):

Any device maintenance and associated activities (lane closures, device troubleshooting on-site, etc), ITS hourly estimated costs including salaries, benefits, and vehicle costs: \$53.70 per hour during regular business hours for FY 21-22. 1.5x during off-hours and weekends. Plus any material costs.

If fiber splicing is being requested, that is not part of maintenance or repairs: \$65 per spliced strand per location.

Anything above and beyond the aforementioned operations costs, like remote troubleshooting of HPTE equipment, will be charged at \$50.65 per hour during regular business hours, 1.5x during NOC off hours.

If any circuits are requested to support managed lanes, they will need to be negotiated.



MEMORANDUM

TO: COLORADO TRANSPORTATION COMMISSION AND HIGH-PERFORMANCE
TRANSPORTATION ENTERPRISE BOARD

FROM: KELLY BROWN TOLLING OPERATIONS MANAGER

CC: NICK FARBER, DIRECTOR OF HIGH PERFORMANCE TRANSPORTATION ENTERPRISE

DATE: MAY 19, 2021

SUBJECT: APPROVAL OF REQUEST FOR FOUR FTE POSITIONS TO INCREASE THE HPTE EXPRESS
LANES TOLLING OPERATIONS STAFF

Purpose

To present the Transportation Commission (TC) with key details regarding, and seek approval of, HPTE's request for four (4) Full-Time Equivalent (FTE) positions to increase the HPTE Express Lanes tolling operations staff.

Action

HPTE staff is seeking TC approval of HPTE's request for four FTE positions to increase the HPTE tolling operations staff.

General Background on the CDOT/HPTE Express Lanes Network

The CDOT Express Lanes network that HPTE has operated for CDOT since 2015 is experiencing growth in both the number of Express Lanes projects in operations and the total number of lane miles in the Express Lanes network. The table below shows the Express Lanes projects projected to be in operation per year and the cumulative total lane miles in operation per year. By 2024, the HPTE Express Lanes will have grown since 2015 by:

- Lane Miles = 572%
- Toll Points = 355%
- Toll Equipment = 394%
- Transactions = 400%

Key Tolling Operations Details

Below is a summary of several key areas that are important for the Commission to take into consideration when reviewing HPTE's request for four FTE positions to increase the HPTE Express Lanes tolling operations staff:

- NGLTS Tolling Equipment
 - In 2020, HPTE contracted with a new vendor for a Next Generation Lane Tolling System (NGLTS) which will provide HPTE with increased ability to access transaction and revenue data and reports as well as toll equipment monitoring reports. HPTE's current Lane Tolling Equipment System vendor (E-470) does not provide this information to HPTE.
 - a. An additional FTE position, the Data Analyst position, is requested to help HPTE take full advantage of these new, increased data and reporting capabilities. The Data Analyst will also be able to run ad hoc reports in response to the data requests that HPTE receives from the media, the public, legislators and T&R consultants regarding the operations and revenue of the express lanes.
- Dynamic Pricing
 - The above referenced new NGLTS vendor offers "dynamic pricing" as a tolling strategy that HPTE will begin using on the Express Lane corridors with the NGLTS toll equipment. Currently, HPTE uses a time-of-day tolling strategy because HPTE's current Lane Tolling Equipment System vendor (E-470) does not provide "dynamic pricing" functionality. The first Express Lane project to use the NGLTS and use dynamic pricing will be the westbound I-70 peak period should lane beginning in early 2022.
 - a. An additional FTE position, the Tolling Traffic Engineering position, is requested so HPTE has a qualified traffic engineer on staff of monitor the dynamic pricing algorithm. Lessons learned from our peer express lanes agencies across the country show that without proper monitoring, a dynamic pricing algorithm may increase the toll amount to an artificially high toll rate, creating an outcry from the public.
- Contractor Management
 - HPTE will be using contractor labor to staff the Traffic Operations Center with operators assigned to monitor the express lanes and to staff the maintenance team assigned to monitor and maintain the NGLTS and legacy toll equipment. As each express lane project goes "live", additional contractor staff will be brought on to meet the increased demand.
 - a. An additional FTE position, the Tolling Operations and Maintenance Coordinator position, is requested so that HPTE will have an HPTE staff member to interface with the contractor management, contractor staff, HPTE staff and CDOT staff to ensure that

the work is being performed as needed and performed correctly and to verify the monthly invoices for each vendor's task orders by express lane project.

- New Back Office
 - In 2021, HPTE will be issuing ITN for a new tolling commercial back office (CBOS), which will include the back office software used for account management and contractors for call center/customer service, image review, collections and administrative law court. This new tolling commercial back office is projected to go live in 2023-2024 timeframe.
 - a. An additional FTE position, the QA/BA Analyst position, is requested so that HPTE will be able to ensure the quality of both the new NGLTS (referenced above) and the new CBOS. Both the NGLTS and the CBOS are being delivered as Customized-Off-the-Shelf (COTS) systems that have been modified to HPTE's functional and business requirements. The QA/BA Analyst position will verify that the modifications are being done properly.

Key Benefits

- Approval of HPTE's request for four new FTEs will help HPTE to prepare for the future by ensuring that adequate and proper staffing is in place to handle the growth of each new Express Lane project and new NGLTS and CBOS functionality.
- HPTE will pay for these four positions from toll revenue, not out of the CDOT budget.

Commission Options/Decision Matrix

- 1) **Staff Recommendation:** Approve HPTE's request for four new FTEs.
- 2) Reject HPTE's request for four new FTEs, explaining that HPTE should use contractor labor to fill the four positions referenced above.

Next Steps

If approved, HPTE Staff will begin the process of creating the PDQs for the four FTE positions referenced above and commencing the hiring process.

HPTE Tolling Operations

Support Staff Needs

Outline

- HPTE's Goals
- HPTE's Success Story...
- Top 3 Express Lanes Operations Challenges
- HPTE Tolling Operations Support Staff Timetables
- HPTE Tolling Operations Org Chart

HPTE GOALS



HPTE GOALS:

1. Operate the Express Lanes in a fiscally responsible manner
2. Operate the Express Lanes in a manner worthy of the public trust
3. Meet FHWA regulations for operating Express Lanes (speed, LOS)
4. Maintain travel time savings
5. Reduce congestion
6. Increase corridor thru put
7. Generate enough revenue to pay off bonds and other financing instruments
8. Become the “standard” of Express Lanes Agencies



HPTE's Success Story...

COLORADO EXPRESS LANES: PROJECT MAP

EXPRESS LANE PROJECTS

- I-25 Segment 7 / 8
- I-25 Segment 6
- I-25 Segment 5
- US 36 Phase 1 & 2
- I-70 EB & WB PPSL
- I-25 Segment 1
- I-25 Segment 2
- I-25 Segment 3
- Central 70
- C-470
- I-25 South Gap

STATUS

- In Design
- ▬▬▬▬ Under Construction
- Operational

I-25 Segment 8
Go Live date: 8/2024

I-25 Segment 7
Go Live date: 10/2022

I-25 Segment 6
Go Live date: 12/2024

I-25 Segment 5
Segment 5 is currently unfunded

I-25 Segment 3
Go Live date: 6/2020

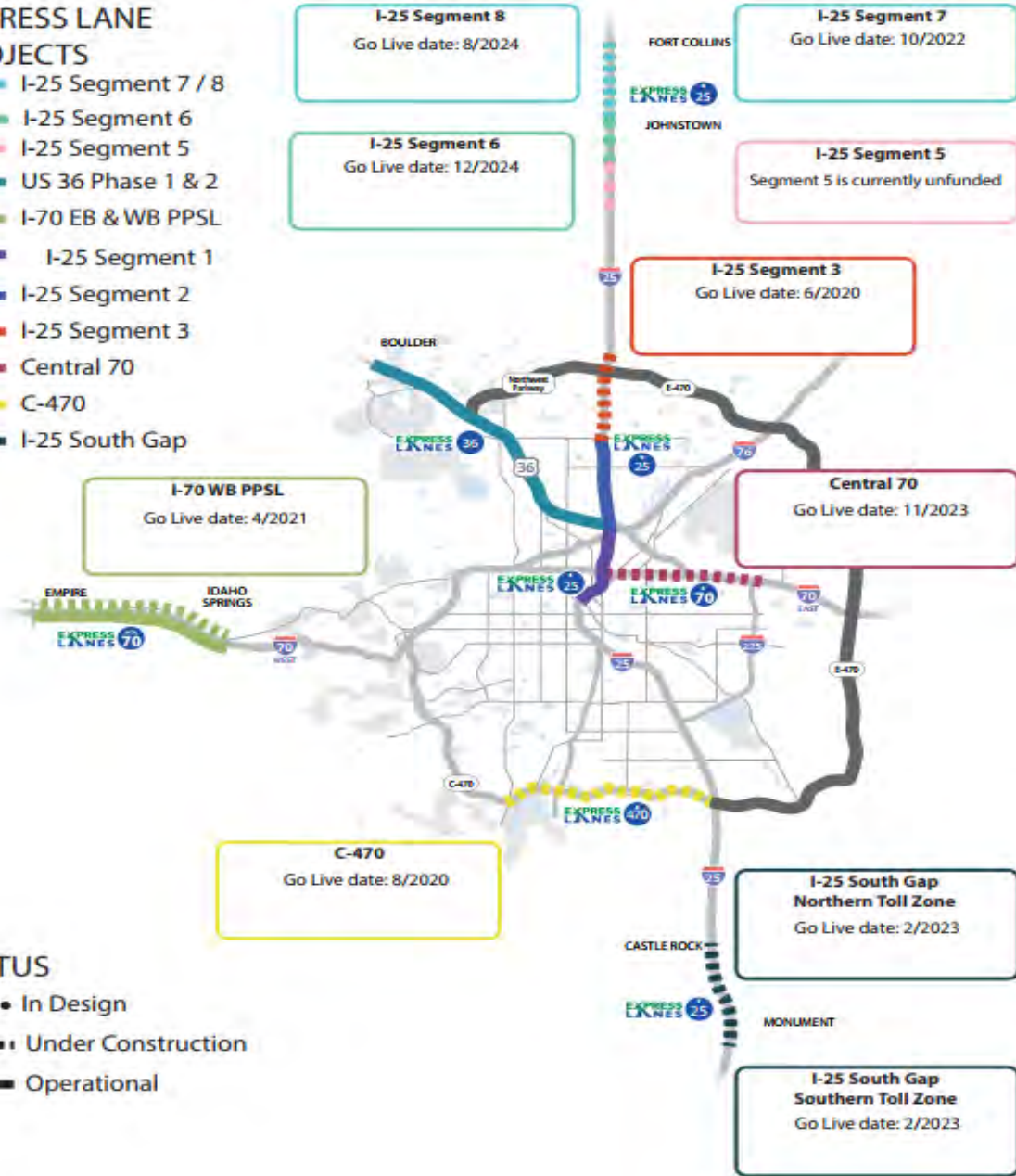
I-70 WB PPSL
Go Live date: 4/2021

Central 70
Go Live date: 11/2023

C-470
Go Live date: 8/2020

I-25 South Gap Northern Toll Zone
Go Live date: 2/2023

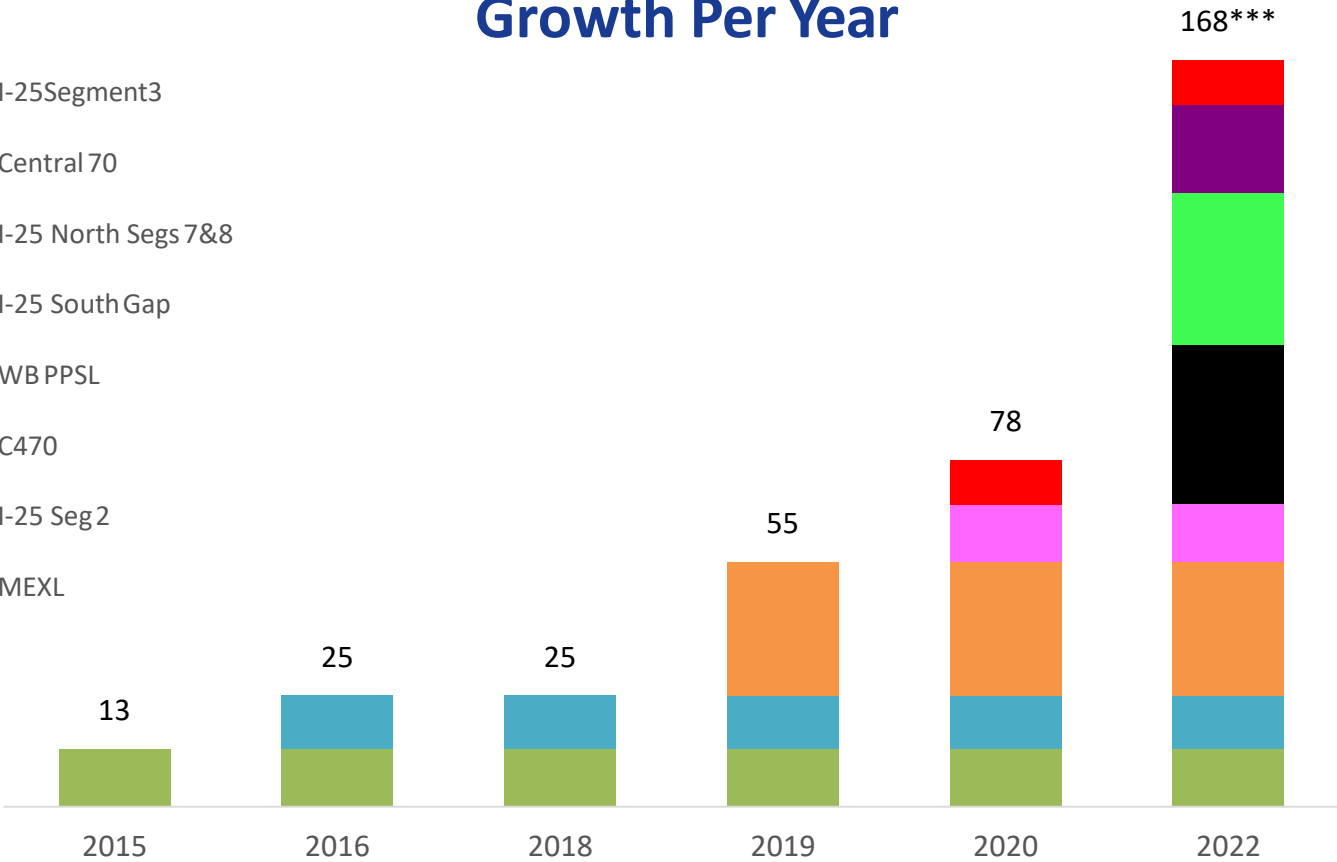
I-25 South Gap Southern Toll Zone
Go Live date: 2/2023



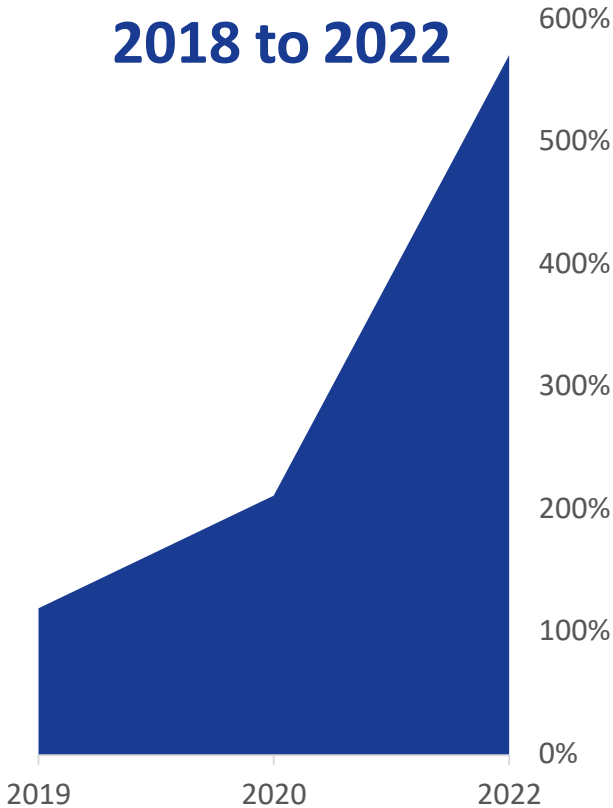
Growth in Total Lane Miles**

Growth Per Year

- I-25 Segment 3
- Central 70
- I-25 North Segs 7&8
- I-25 South Gap
- WB PPSL
- C470
- I-25 Seg 2
- MEXL



Percent Increase 2018 to 2022



** Does not include US 36 or I-25 Central which are operated and maintained by Plenary Roads Denver (concessionaire)

*** Including PRD Express Lanes, total will be 212 by 2022.

Top 3 HPTE Express Lanes Operations Challenges

Top 3 HPTE Express Lanes Operations Challenges

1 Active Management of Express Lanes

2 Data and Reporting

3 Equipment Monitoring & Maintenance

1- Active Toll Management: Real-Time Management

- Dynamic Tolling Management
- Incident Management / Toll Voiding
- Toll Equipment & Transaction Auditing
- Real-Time Traffic Condition Monitoring
- Toll Rate Setting & Adjustment
- Enforcement Management
- Toll Asset Management
- Tolling & ITS Equipment Monitoring



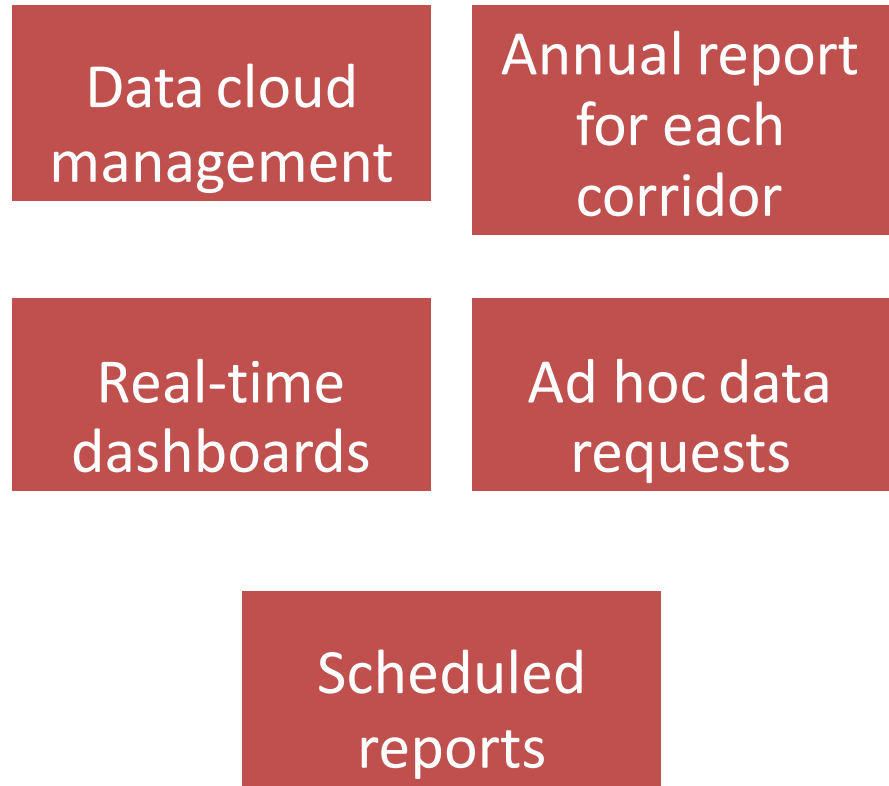
Top 3 HPTE Express Lanes Operations Challenges

1 Active Management of Express Lanes

2 Data and Reporting

3 Equipment Monitoring & Maintenance

2 - Data and Reporting



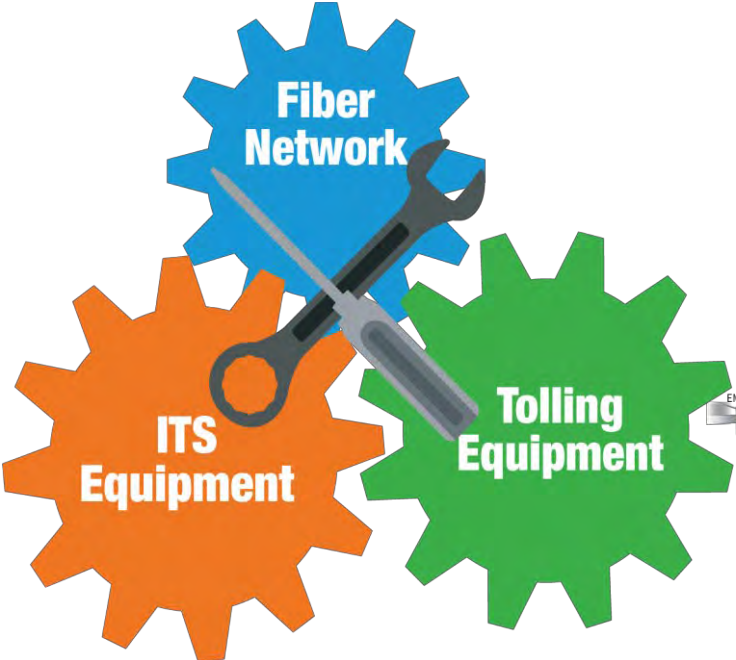
Top 3 HPTE Express Lanes Operations Challenges

1 Active Management of Express Lanes

2 Data and Reporting

3 Equipment Monitoring & Maintenance

3 - Equipment Monitoring & Maintenance







































































































Express Lanes Peers Comparative Analysis

State	Express Lane	Existing Lane Miles	Total Revenue	Express Lanes Operations Location	# Express Lanes Operations Staff	# Express Lane Maintenance Staff	# Staff Working on EL Related Tasks (Data, Reports, etc.)	Total Staff
GA	I-85 Express	16	\$ 18.0 M	1	6	1	1	8
	I-75 South	12	\$ 1.7 M	1	6	1	1	8
MN	I-35E	9	\$ 0.3 M	1	3	1	1	5
	I-35W	18	\$ 1.7 M	1	3	1	1	5
	I-394	11	\$ 1.4 M	1	3	1	1	5
VA	I-66	9	\$ 25.0 M	1	3.5	3	2.5	9
	I-64	8.4	\$ 2.5 M	1	3.5	1	1.5	6
WA	SR 167	10	\$ 1.4 M	1	2	1	1	4
	I-405	17	\$ 16.4 M	1	2	1	1	4

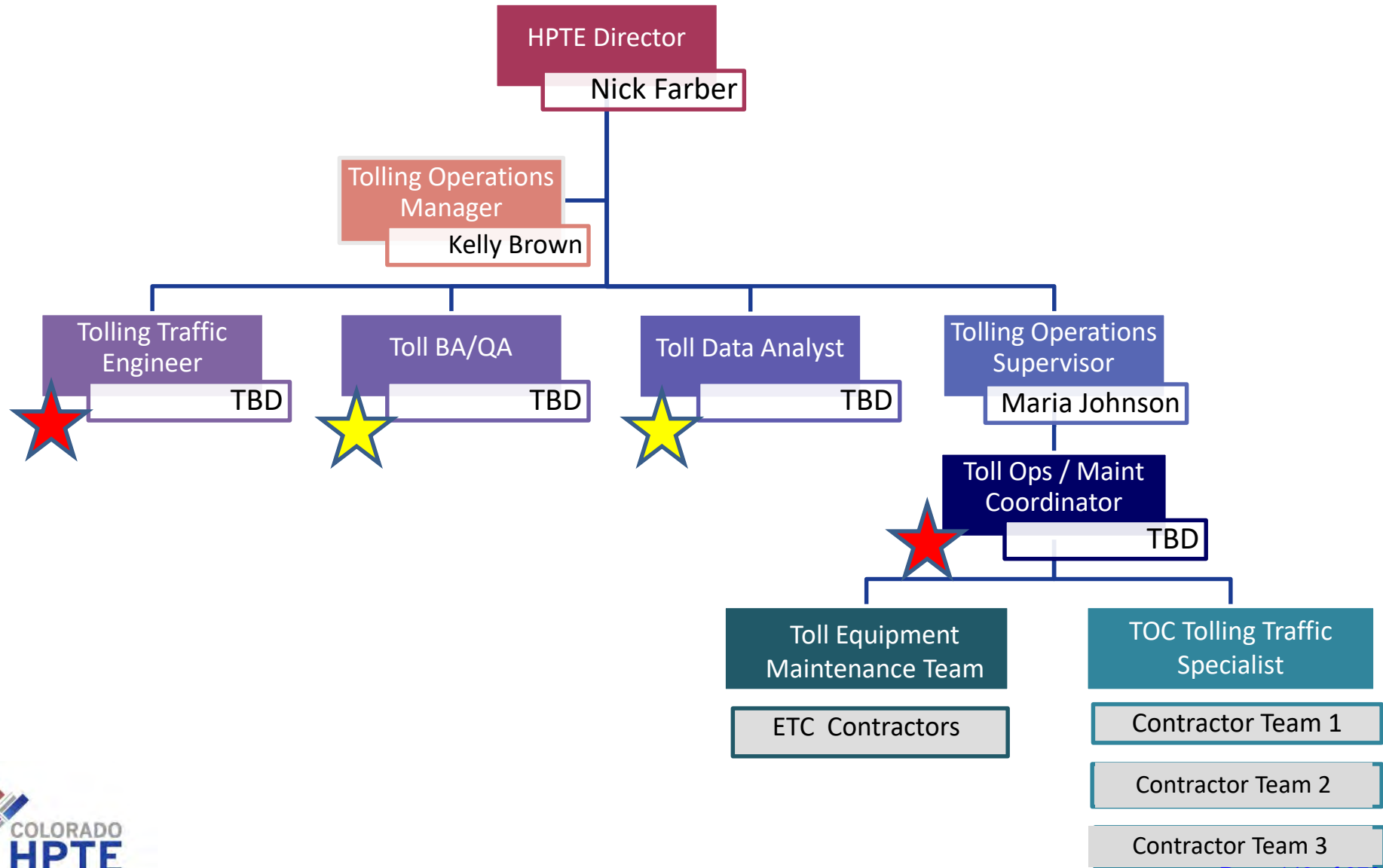
HPTE Tolling Operations Support Staff Timetables

HPTE Tolling Operations Support Staff Timetable Years 2018 - 2024

	2018	2019	2020	2021	2022	2023	2024
Total Support Staff Planned	3	5	9	9	15	15	18
Total support Staff Hired	1	2	6	TBD	TBD	TBD	TBD
Hired 	  	    	        	        	              	              	              
Short-staffed 					        	        	        
Express Lane # 1	I-25 Segment 2	I-25 Segment 2	I-25 Segment 2	I-25 Segment 2	I-25 Segment 2	I-25 Segment 2	I-25 Segment 2
Express Lane # 2	EB PPSL	EB PPSL	EB PPSL	EB PPSL	EB PPSL	EB PPSL	EB PPSL
Express Lane # 3	[Dotted pattern]		C470 Seg 1	C470 Seg 1	C470 Seg 1	C470 Seg 1	C470 Seg 1
Express Lane # 4			I-25 Segment 3	I-25 Segment 3	I-25 Segment 3	I-25 Segment 3	I-25 Segment 3
Express Lane # 5			WB PPSL	WB PPSL	WB PPSL	WB PPSL	WB PPSL
Express Lane # 6			GAP	GAP	GAP	GAP	GAP
Express Lane # 7			I-25 Segment 7	I-25 Segment 7	I-25 Segment 7	I-25 Segment 7	I-25 Segment 7
Express Lane # 8			Central 70	Central 70	Central 70	Central 70	Central 70
Express Lane # 9			I-25 Segment 6	I-25 Segment 6	I-25 Segment 6	I-25 Segment 6	I-25 Segment 6
Express Lane # 10			I-25 Segment 8	I-25 Segment 8	I-25 Segment 8	I-25 Segment 8	I-25 Segment 8

HPTE Tolling Operations Org Chart and Job Descriptions

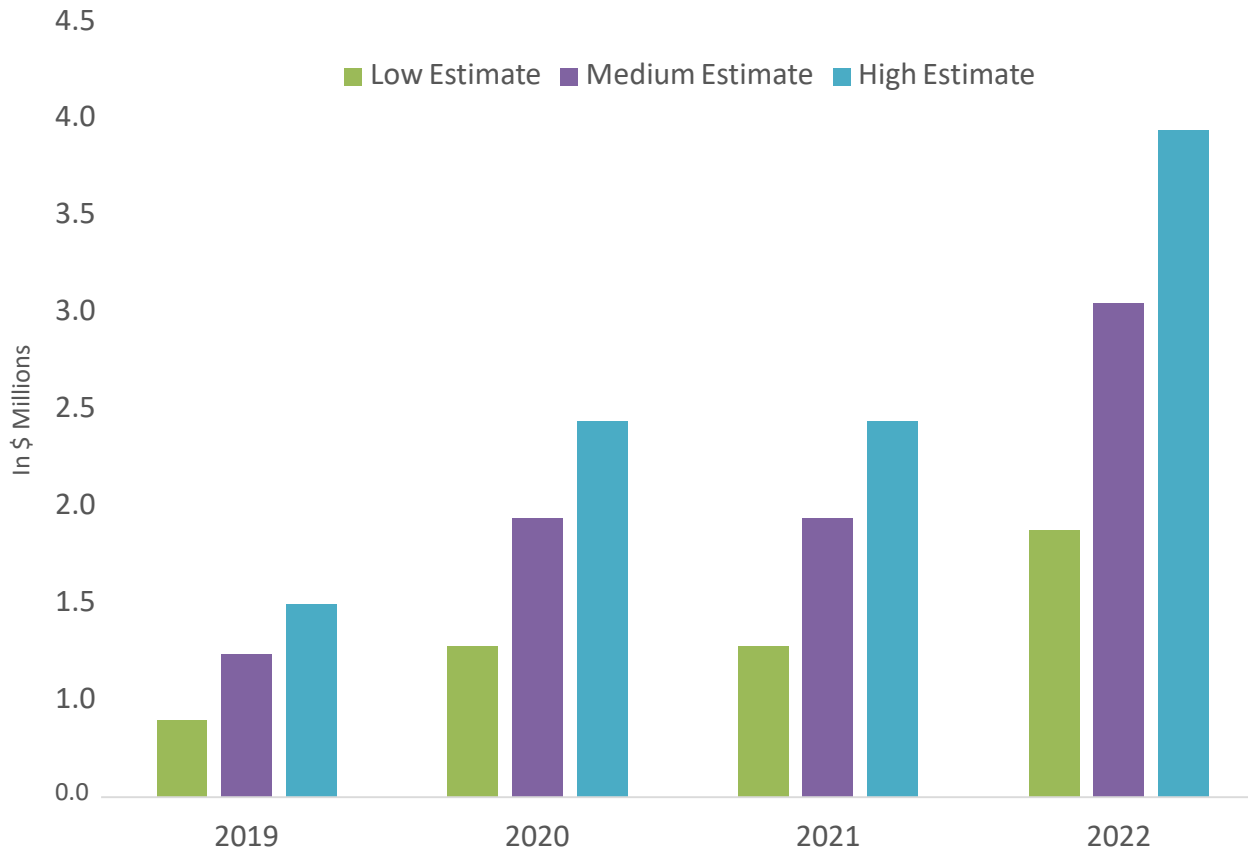
HPTE Tolling Operations Division Org Chart



HPTE Tolling Operations Support Staff: Cost

Tolling Operations Division - Cost Estimates

Yearly Tolling Operations Cost Estimates



Questions

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: Kay Kelly, Chief, Office of Innovative Mobility
Mike Silverstein, Executive Director, Regional Air Quality Council
DATE: May 19, 2021
SUBJECT: Employer Traffic Reduction Program (ETRP) Overview

Purpose: This memorandum provides an overview of the proposed Employer Traffic Reduction Program rule.

Action: Informational

Background: The Denver Metro/North Front Range area does not meet Federal air quality standards for ozone and is being re-designated to a severe nonattainment area by the U.S. Environmental Protection Agency. Transportation is a significant source of ozone precursor emissions and greenhouse gas (GHG) emissions. One of the near-term transportation recommendations in the roadmap includes trip reduction and transportation demand management (TDM) requirements for large employers.

The Regional Air Quality Council (RAQC) has been working on the framework for an Employer Traffic Reduction Program with input from local partners who have experience running voluntary TDM programs. RAQC merged their effort with the Colorado Department of Public Health and Environment (CDPHE) because ETRP will be one component of a larger transportation rulemaking taking place before the Air Quality Control Commission (AQCC) in summer 2021.

The ETRP rule would require large employers to develop and implement a plan to reduce the number of single occupant vehicle (SOV) trips to and from the worksite. Large employers are defined as worksite(s) in the ozone nonattainment area with 100 or more employees.

The ETPR would require:

- An assigned employee transportation coordinator at the worksite
- Development and implementation of an ETRP plan to achieve the SOV commute rate reduction goal set by the employer
- Annual employee surveys to assess commuting modes and practices
- Annual reporting to the state

Employers will have flexibility in how they achieve SOV commute reduction goals including implementation of traditional and innovative TDM approaches such as telecommuting, flexible/compressed work schedules, transit benefits, ridesharing, employee shuttles, parking management, bike commuting services and others.

The Air Pollution Control Division at CDPHE has been seeking input from community members, businesses, planning organizations, local government and others as part of their stakeholder outreach process. Over 1,200 people have participated in the stakeholder process since January 2021. The Division hosted five large public listening sessions on the total transportation rulemaking (offered in English and Spanish), six listening sessions specifically on the Employee Traffic Reduction Program, two workshops on equity considerations, and numerous small meetings with chambers of commerce, environmental groups, local governments, and community members.

Next Steps: The ETRP Rule will be introduced as part of the summer 2021 AQCC rulemaking on transportation. State staff will provide updates to the Commission throughout the rulemaking process.

Employee Traffic Reduction Program (ETRP)



CO L O R A D O

Air Pollution Control Division


Department of Public Health & Environment



Ozone, GHGs & Transportation



ETRP Rulemaking Process

- Ongoing stakeholder engagement
 - April 7, 13, 20, 21 & 28 stakeholder meetings/listening sessions
 - GHG Transportation comment form
- Engagement process  ETRP refinement/proposal
- Air Quality Control Commission (AQCC) meetings
 - May 20-21, 2021 (Request for Hearing)
 - August 19-20, 2021 (Rulemaking)



ETRP Overview



What ETRP Is Not



What Will ETRP Require?

- Early-mid 2022 assign ETC and complete initial employee survey
- Mid-2022 develop and implement ETRP plan and submit first report
- Mid-2023 achieve initial reduction goal



ETRP Options

- Telecommuting
- Flexible/compressed work schedules
- Public transit benefits/subsidies
- Ridesharing
- Employee shuttles
- Parking management
- Bike commuting services



ETRP Successes

- Charter Communications (Colorado - Way to Go)
 - Reduced SOV commute rate 11% in first year and saw 200% increase in transit riders
- Davita (Colorado - Way to Go)
 - 86% of employees non-SOV commuters
- City of Lakewood (Colorado - Way to Go)
 - 145% increase in alternate commute participation in year 1
- Seattle Children's Hospital (Seattle, WA)
 - Reduced SOV commute rate from 73% to 33%
 - Avoided construction of a \$20 million parking garage and strengthened employee engagement



ETRP Benefits

- Reduced overhead costs
- Enhanced employee recruitment and retention
- Expanded employee benefits at low/no cost and commute cost-savings
- Enhanced corporate/public image
- Reduced employee stress and enhanced productivity
- Increased employment opportunities for the disabled and others unable to meet traditional work hours



Next Steps



DATE: May 19, 2021

TO: Transportation Commission

FROM: Rebecca White, Director, Division of Transportation Development
Theresa Takushi, Greenhouse Gas Climate Action Specialist

SUBJECT: GHG Transportation Policy/Rulemaking

Purpose

This memo explains the status of the GHG Transportation Policy/Rulemaking Process.

Action

N/A

Background

One of the key recommendations stemming from the Governor’s Greenhouse Gas Pollution Reduction Roadmap is the adoption of a new GHG Pollution Standard for the transportation sector. This rule is being developed via the Air Quality Control Commission process with the parallel development of a CDOT Policy Directive. In addition to having an active role in the rule development, CDOT is also working to ensure this effort is fully informed by transportation stakeholders from around the state. CDOT’s Transportation Advisory Group has been an integral part of this process.

To date, CDOT has held over 30 stakeholder meetings, including 11 regional meetings, and reached over 300 stakeholders. The outreach has focused on seeking input on the overall concept of setting a GHG budget for transportation plans; including identifying concerns and factors CDOT should consider.

In collaboration with CDPHE, CDOT has drafted preliminary regulatory language and is currently working to set a schedule for the draft and final rulemaking. Both the rule and the policy directive concepts have been available to stakeholders for comments and feedback. CDOT continues to work closely with the MPOs and CDPHE on modeling efforts that will inform the statewide budget and MPO sub budgets.

The Department plans to continue to engage stakeholder groups on an ongoing basis in the development of the policy directive. CDOT continues to meet frequently with a statewide advisory group formed to advise CDOT throughout this process.

Next Steps

CDOT staff will provide monthly updates throughout the rulemaking and policy development process.



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Draft Greenhouse Gas Pollution Standard For Transportation Planning

Transportation Commission/STAC - May, 2021



Regulatory Approach

This framework includes two components: 1) A rulemaking promulgated by the Air Quality Control Commission and 2) Policy Directives issued by the Colorado Department of Transportation.

GHG Transportation Rule

Sets overall framework and GHG reduction goals

Draft Rule Concepts development led by CDOT

Informed by Stakeholders, Advisory Group

Rulemaking Process led by CDPHE & supported by CDOT

Approved by the Air Quality Control Commission (AQCC)



GHG Transportation Planning Rule

Primary Draft **RULE** CONCEPTS

Statewide GHG “Budget” and Regional “Sub-budgets” for MPOs.

- Budget applies to total, projected emissions from vehicles

Budgets set at 10 year intervals (2030, 2040, 2050)

Phased implementation that starts with next planning cycles

Reporting requirements to CDPHE



- Working with CDPHE
- Meeting with Advisory Group
- Establishing the State Budget and MPO Sub budgets
 - Interagency coordination (CDOT & CDPHE)
 - Economic Impact Analysis Scenarios
 - Different ways to consider allocating sub budgets
- Incorporating feedback from stakeholder meetings/comment letters



Applying the Rule to CDOT's 10-Year Plan & MPOs Regional Transportation Plans

ESTIMATED TIMELINE FOR TRANSPORTATION PLAN/MODELING SUBMITTALS



DRAFT

- = Statewide or Regional GHG Transportation Plan due with transportation GHG modeling
- = Only transportation GHG modeling due



Main Elements of the Draft [POLICY](#)

Describes the GHG reduction requirements in HB19-1261 & the GHG Pollution Reduction Roadmap

Outlines the Transportation Commission's role

Includes a schedule for incorporation of GHG in transportation plans

Describes opportunities for GHG reductions in project analysis (NEPA), delivery and maintenance

Explains equity consideration of GHG reductions in areas where mitigation occurs



Working with CDPHE and Advisory Group

- What this menu of types of mitigations would look like
 - Different for MPOs and CDOT
- Quantifying credits - procedural directive
 - Points/credit for measures



Rulemaking

- CDPHE Rulemaking Process
 - Petition for Party Status
 - Formal Public Comment process

Policy Directive

- CDOT will continue meeting with the Advisory Group and stakeholders to inform the PD and mitigation measures through project delivery
- Transportation Commission will approve the PD



Contact Information

Theresa Takushi

GHG Climate Action Specialist

CDOT_transportationghg@state.co.us

303.757.9977

Comment Form

<https://www.codot.gov/programs/environmental/greenhouse-gas/ghg-transportation-policy-rulemaking-process>



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THANK YOU!



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Division of Transportation Development
Environmental Programs Branch
2829 W. Howard Place, 4th Floor
Denver, CO 80204-2305

TO: Transportation Commission

FROM: Rebecca White - Director, Division of Transportation Development (DTD)
Lisa Schoch, EPB Senior Historian

DATE: May 19, 2021

RE: Historic Bridge Overview

Purpose: The purpose of this memorandum is to provide a summary of a presentation about CDOT's Historic Bridge program.

Action: Informational. No action required.

Background:

In addition to ensuring CDOT meets historic preservation regulatory requirements, the history program at CDOT (located within the Environmental Programs Branch) develops special studies to help streamline the compliance process at CDOT, including statewide inventories of bridges and highways owned by CDOT.

Details:

This presentation focuses on the CDOT Historic Bridge Program at HQ and its efforts to be more proactive about the preservation of historic bridges that are also CDOT assets. It highlights what CDOT has done to identify its historic bridges over the years; discusses the attrition of bridges through replacement; and explains challenges to preservation of these structures at CDOT. The presentation more specifically addresses the Historic Bridge Management Plan. Phase I of this study was completed in 2019 and evaluated both historic and engineering data to prioritize the state's historic bridges for their potential to be preserved in place. Phase II is underway now, and is an effort to identify specific bridges that CDOT will commit to preserve in place. The presentation will also discuss the recent nomination of CDOT's historic bridges to Colorado's Most Endangered Places List and will close with a brief film about this listing that features Executive Director Shoshana Lew and State Bridge Engineer Michael Collins.

Next Steps: None

Attachments: Attachment A: Historic Bridge Presentation, video clip



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CDOT's Historic Bridge Program: A Proactive Approach to Bridge Preservation

May 7, 2021
Page 171 of 379



What We've Done

- Statewide Historic Bridge Inventories in 1983, 1987, 2002, and 2014.
- National Register Listings (2002)
- Adopt-a-Bridge Program
- Historic bridge publications (1984, 2004, 2015)
- Creative Mitigation/Interpretation



BLACK SQUIREL CREEK BRIDGE


The "Green Bridge" spanned generations—and inspired legends.


Both during a watershed of highway upgrades during the Great Depression, the bridge had an eight-pand Parker truss design, a 1916 industry standard. For the Black Squirrel Creek span had an unusual twist—concrete abutments with barred windows.

"People came to believe the structure had since been destroyed and replaced by a modern structure when workers on the bridge of the railroad, 'the cable' used to maintain business of war during World War I.

The truss, also, is much less interesting. Concrete foundations were chosen as a cheaper alternative to steel abutments, and the "barred" were already in existence before World War I. When the truss was replaced in 1938, the concrete piers and towers were removed, leaving rectangular openings.

Black Squirrel Creek Bridge was listed to the National Register of Historic Places in 2002. It is one of 10 bridges in the state that are still standing, and stands as a fine example of early 20th-century bridge design.







Pikes Peak Ocean-to-Ocean Highway

The Green Bridge sits on the Pikes Peak Ocean-to-Ocean Highway, one of the first transcontinental roads. Dating to the 1910s, it carried automobiles and trucks across the state from the east to the west. By the time the Green Bridge was built in 1938, the PCOO was being torn to shreds and replaced with the modern Interstate Highway.

PIKES PEAK OCEAN-TO-OCEAN HIGHWAY





OLD	Current	NEW
1910	1910	1910
1910	1910	1910
1910	1910	1910
1910	1910	1910
1910	1910	1910



Bridges Lost



Dotsero Bridge, Eagle County, 2013



Wolcott Bridge, 2005



Black Squirrel Creek, El Paso County, 2012



Rio Grande Railroad Viaduct, 2015



Purgatoire River Bridge, 2014



Eagle River Bridge, Eagle County, 2012



The Replacements



Structure F-08-AJ (Dotsero)



Structure F-10-AH, (Wolcott)



K-18-AD (Black Squirrel Creek)



K-16-CI (Rio Grande Viaduct)



O-19-R (Purgatoire River Bridge)



Structure F-09-AS (Eagle River)



Challenges to Bridge Preservation

- **Culture:** Replacement is what we're used to doing—it makes the most sense from a money and timing standpoint
- **Data:** Lack of upfront information regarding rehabilitation options
- **Cost:** Rehabilitation or preservation in place vs. replacement
- **Off-System Bridge Projects:** Often local communities want a new bridge crossing
- **Coordination:** Timing and planning for adoption/re-purposing a bridge in a different location
- **Funding:** Finding money for bridge re-location and reassembly



Old Fruita Bridge, September 2019 [Page 175 of 379](#)



Preservation Successes



Red Cliff Arch, Eagle County, Rehab



Cherry Creek Bridge, Douglas County, Rehab



Dolores River Bridge, Montrose County, storage



Rainbow Falls, El Paso County, Rehab



Santa Fe Avenue Bridge, Pueblo County, Rehab

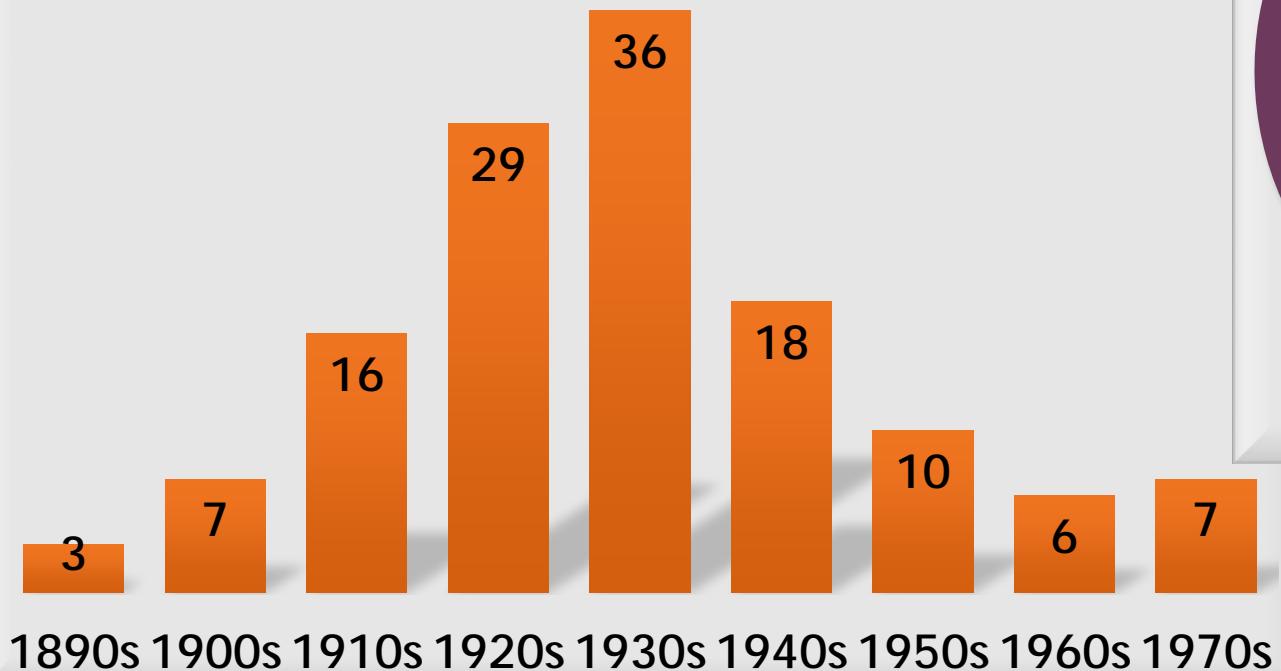


Twin Gunnison River Bridges, Gunnison County, Rehab

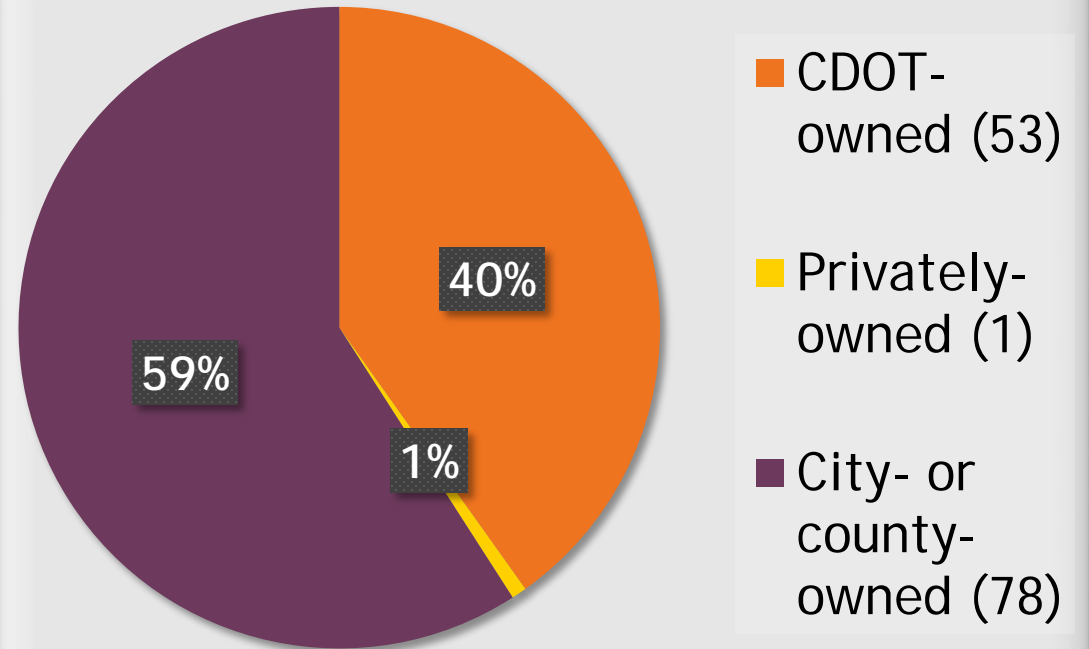


Historic Bridge Management, Phase I

Bridge Ages



132 Study Bridges

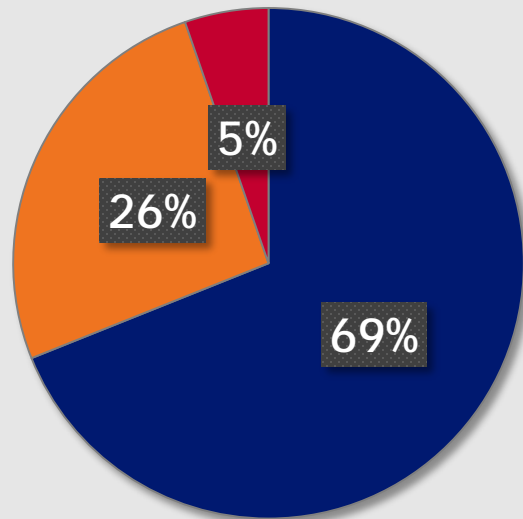




Phase I Prioritization Methodology

- **Historic data:** Why is the bridge historically significant? What are character-defining features?
- **Engineering data:** What is the bridge condition? Based on inspection data/NBI data (e.g., roadway width, super- and substructure condition, capacity, deck geometry, underclearance, approach roadway, etc.)
- **Additional engineering data:** Bridges that met a certain threshold score were evaluated based on additional considerations (e.g., rehabilitation potential, geometrics, live load capacity, detour, hydraulics, and relocation/re-use potential).

Bridge Rankings



■ High Priority: 91

■ Medium Priority: 34

■ Low Priority: 7



Nicholson Bridge, 1923 Low Priority



Paonia Bridge, 1911 Medium Priority



Rabbit Valley Interchange, 1973 High Priority



High Priority Historic Bridges by Region

Region	On-System	Off-System
1	2	4
2	16	24
3	14	5
4	8	4
5	6	8



Genesee Interchange (Picture Bridge)



Historic Bridge Management, Phase II



- Identify sub-set of 46 high priority on-system bridges that CDOT will commit to preserving
- Gather feedback from multi-disciplinary study panel that includes historians, engineers, and staff from FHWA, SHPO, and CDOT regions
- Gain commitment from CDOT EMT for future preservation of these bridges



Adopt-A-Bridge

- The History
- Built in 1938
- Eligible to National Register of Historic Places as longest example of its type in Colorado
- Total cost of original bridge construction was \$69,796
- Fabricated by Midwest Steel & Iron
- Steel members rolled in Pueblo at Colorado Fuel & Iron
- Structural Elements
- Three span rigid-connected Camelback pony truss
- Total of 383 feet long with three 125-foot trusses
- Great candidate for use on a pedestrian trail
- Montrose County interested in one of the trusses

**Gunnison
River Bridge,
Available for
Adoption!**





Overall Goals

- **Build Awareness:** Convey to the public the importance of historic bridges to state and local history
- **Redefine Preservation:** Be flexible about what bridge preservation means
- **Be Proactive:** Where we can, preserve some of the state's most significant bridges
- **Advocacy within CDOT:** Recognize the importance of our historic bridge assets
- **Be Bold:** Develop more interesting bridge designs for bridges we have to replace



Colorado's Most Endangered Places List 2021

- List of properties identified as “endangered” by regional historic preservation group Colorado Preservation Inc.,
- CDOT nominated its 46 high priority on-system bridges in Fall 2020 to build awareness and advocacy for bridges as properties important to state and local history



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Questions?

Lisa Schoch

Senior Historian/EPS

Environmental Programs Branch

lisa.schoch@state.co.us





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Department of Transportation

Division of Human Resources

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: KRISTI GITKIND, CHIEF HUMAN RESOURCES OFFICER
DATE: MAY 7, 2021
SUBJECT: PROPOSED MAINTENANCE APPRENTICE PROGRAM

Purpose

The purpose of this memorandum is to propose the creation of a Maintenance Apprenticeship Program.

Action

HR respectfully requests nine (9) additional 2-year term FTE to create this program, along with budget for program costs (inc. 10 FTE) beginning late FY22 and running through FY24.

Background

We intend to create partnerships with Colorado high schools and other community organizations to develop a diverse pipeline for CDL Highway Maintenance Workers through a registered apprenticeship program that provides mentorship, hands-on training and long-term career opportunities for the workforce of the future.

- There is a critical need for CDL Highway Maintenance Workers throughout the state.
- We have an opportunity to target diverse talent at the beginning of their careers who are entering the workforce right after high school.
- Candidates interested in the construction trades may not be aware of the long-term careers available in the transportation industry.
- By fostering partnerships with Colorado high schools and other community organizations we can recruit Junior and Senior high school students from a variety of backgrounds to participate in this program, creating a stable, diverse pipeline for these roles which directly impact the safety of the traveling public.

Next Steps

Once additional FTE and program budget are approved, HR will continue moving toward apprenticeship program registration, with an anticipated completion date of Dec. 2021, and begin active recruiting in January 2022.

Attachments

PPT



“High School to Career” Maintenance Apprenticeship Program

HR Presentation to Transportation Commission May 2021



Challenge:

- Chronic vacancies: 12% of Transportation Maintenance I (TM I) positions are vacant on any given day
- Looming retirements: 16% of TM I's eligible for full retirement within four years (and many more TM Is will promote: 27% TM IIs and 29% TM IIIs eligible to retire in within 4 years)

Solution:

- Develop a diverse pipeline throughout the state for TM I's through a registered apprenticeship program that provides mentorship, hands-on training and long-term career opportunities for recent high school grads.



Why Apprenticeships?

Through a partnership with the Colorado Department of Labor and Employment (CDLE), CDOT can develop our own registered apprenticeship program to ensure consistent implementation across the Regions.

Our apprenticeship program will be enhanced with mentor training and local recruiting.





Apprenticeship Benefits

- Recognition that the program meets national standards for quality and rigor
- Increased ability to develop and grow a highly-skilled, diverse workforce
- A structured, established program that provides specific training and milestone expectations
- Developing entry-level workers into the maintenance professionals we need by providing hands-on training and skills for a long-term career growth
- Establishing relationships between trained maintenance mentors and entry-level workers who are invested in long-term success



Program Components

- Apprenticeship Registration
- Recruiting & Outreach
- Skills Acquisition
- Mentorship
- Building upon success



Apprenticeship Registration

Apprenticeship Registration Steps:

1. Identify a specific occupation (in progress, most likely “Operating Engineer” which includes heavy equipment operators)
2. Develop a training plan (we’ve formed a work group with DMO and Maintenance reps from each Region)
3. Identify a training provider to instruct the classroom/technical training components (we can do most of this in-house)
4. Work with CO Dept. of Labor & Emp. to submit our registration package to the U.S. Department of Labor (approximately 4 weeks)

We anticipate completing the full process by Dec. 2021, and will begin outreach to schools and nonprofits in Jan. 2022.



Recruiting & Outreach

- High School-focused CCA programs
 - Construction Connection & Careers in Construction
- High School Technical Education Centers
 - Charter Schools
 - Non-Traditional
- Relationships w/High School Career Counselors
 - We've compiled a list of 600 schools to contact
- Colorado Career & Technical Education (CTE)



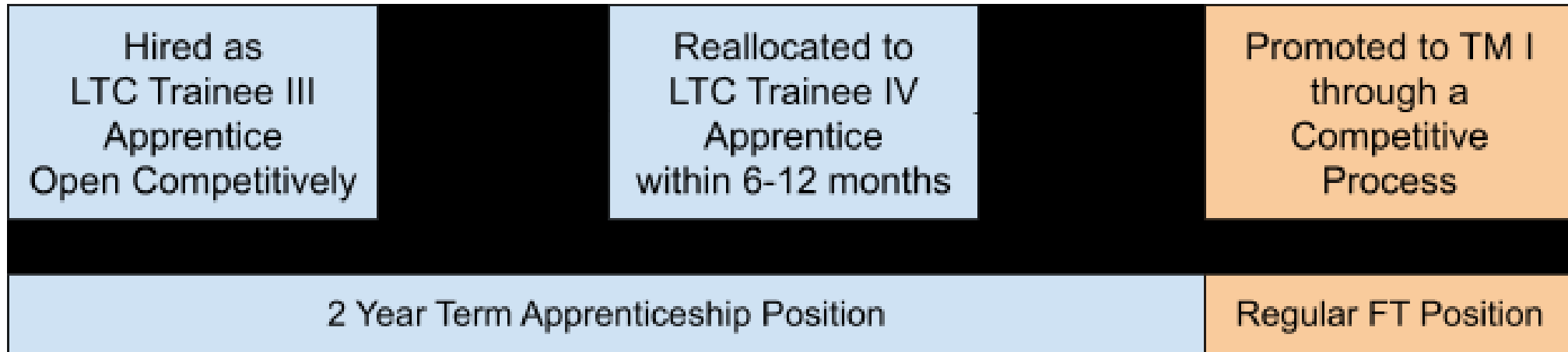
Mentorship

- Mentors will be appointed by Regional leadership and must have the interest, time, expertise and training aptitude, using the [Self-Motivation Assessment Tool](#).
- Mentors complete CDOT training and are responsible for ensuring that apprentice milestones are met and have the support needed to be successful. Project pay will be provided, either the first year or duration of the mentorship. Mentors would have specific expectations/deliverables:
 - Incorporate mentor role into PMP goals
 - Cohort meetings/events
 - Creating a safe, open, positive environment
 - Lead by example
 - Daily check-ins and weekly 1-on-1's
 - Track progress on training plan and key milestones
 - Seek out training opportunities for candidate development
 - Soft skills
 - Technical skills
 - Applying for permanent jobs
 - Ensuring candidate is fully prepared for CDL permit and in-house CDL testing
 - Articulating the CDOT value proposition for long-term employment (career opportunities, tuition reimbursement, etc)



Skills Acquisition: Pathway to TM I

In addition to foundational highway maintenance and safety training, apprentices will receive training to prepare them to gain their *CDL Permit* within 90 days of hire, and their *CDL License* within 9-12 months of hire using an in-house CDL tester.



TM I's require 2 years of relevant experience. At the end of the 2-year program, Apprentices will be qualified to compete for open TM I positions, ideally promoting within their current maintenance sections.



Building on program success

The Apprenticeship program is inspired by R3's pilot High School Internship program, which has successfully trained five interns to readiness for TM I positions to date.

If the TM I Highway Maintenance Apprenticeship program is successful, it could be modified for other hard-to-fill technical roles at CDOT, including:

- Heavy Equipment Mechanic
- Electrical Trades/Electronics Specialist



We are asking the Transportation Commission to approve the following:

- FY22: An increase to the FTE “cap” of 9 positions, 2-year term (2 positions in each Region, R5 has a vacancy they are willing to use for this purpose for the 2-year term)
- FY 22-24: Budget for 10 positions (R5 has the vacancy but not the budget to cover the position), mentor project pay, safety & other supplies and costs for CDL-related training
 - FY22: \$98K
 - FY 23 & 24: \$499K each year for 2 years = \$998K



Program Costs

Cost Est. 10 FTE 2-year Term Apprenticeships (2 FTE in Each Region)							
	Monthly Wage	Pro-Rated Wage	FY22 (May/June)	FY23 (Full Year)	FY24 (Full Year)	Total	x2 Positions for 5 Regions
TM I Mentor Project Pay (Estimated @10%)	\$3,429	\$343	\$686	\$4,115	\$4,115	\$8,915	\$89,154
Term LTC Trainee III (First 6-12 months) and LTC Trainee IV (Promoted after 6-12 months) Hourly Pay (at 40 hrs/week)	\$2453 & \$2699	N/A	\$4,906	\$29,436	\$32,388	\$66,730	\$667,300
Cost of Benefits, including PERA (29.84%) for LTC Trainee Employee	N/A	N/A	\$2,087	\$12,520	\$13,775	\$28,381	\$283,812
Supplies/Basic Safety Equipment for LTC Trainee Employee	N/A	N/A	\$2,120	N/A	\$1,020	\$3,140	\$31,400
In-House CDL Tester using R3, Section 2's David Benson as example (Estimated at 3 hr CDL test administration)	\$5,052	\$87	N/A	\$87	N/A	\$87	\$874
Equipment cost for Tandem Truck (Estimated for 3 hr CDL test administration at rental rate of \$73/hr)	N/A	N/A	N/A	\$219	N/A	\$219	\$2,190
						Total cost	\$1,074,730
						FY22 Cost (2 months) =	\$97,984
						Each year (FY23 & FY24)=	\$488,373



Thank you for considering this request!

A HUGE thank you to the developers of the Apprentice Program business plan:

- Melanie Vigil, HR Manager for Talent Acquisition & Compensation
- Emily Harp, HR Specialist

Questions?



COLORADO
Department of Transportation

Division of Maintenance & Operations
2829 W. Howard Place, 4th Floor
Denver CO 80204

MEMORANDUM

TO: TRANSPORTATION COMMISSION

FROM: JOHN LORME, DIRECTOR, DIVISION OF MAINTENANCE AND OPERATIONS

CC: Herman Stockinger, Deputy Executive Director

DATE: MAY 19 2021

SUBJECT: JOINT AREA OPERATIONS PROJECT UPDATE AND FULL TIME EMPLOYEE POSITION REQUEST

Purpose

The purpose of this memorandum is to provide a summary of the presentation on the Division of Maintenance and Operations (DMO), Joint Area Operations (JOA) Program, and a request for approval of sixteen (16.0) new full-time employee (FTE) positions to support year-round maintenance and operations along I-70 mountain corridor (EJMT to Vail Pass).

Action Requested

In order to meet the ongoing maintenance requirements and since the seasonal JOA program will be phased-out of service, the department is asking the Transportation Commission for the approval of 16.0 new maintenance positions at a total cost of \$2,428,150.

This equates to an increase in MLOS by \$1,131,520 for personnel services and \$509,184 in operational services. This supports a 55% - 45%-budgetary split, which is our current Maintenance Level of Services (MLOS) budgeting goal. One-time purchase of new patrol equipment, (1) tandem (snow plow), (1) D3 (Dozer), (1) truck mounted crash attenuator totaling \$787,446

Background

In November 2020, DMO presented to the Transportation Commission our plan to discontinue the seasonal JOA program by creating a new maintenance patrol located at the EJMT. Our plan is to shift the Region 1/3 maintenance boundary to the West along I-70 from the current location at mile marker 214 (EJMT) to mile marker 215 (Silverthorne).

Additionally, reassign maintenance patrol PT3245 from Section 2 to Section 9 and build a new maintenance facility at the EJMT West portal. This new patrol would focus on supporting maintenance and operations along I-70 mountain corridor (EJMT to Vail Pass) and US6 (Loveland Pass).

This would provide for continuity of command and that Summit/Loveland Pass fall under the accountability, authority, and responsibility of the Section 9 Superintendent, and Vail

Pass accountability, authority, and responsibility of the Section 2 Superintendent. With the help of continuity of command, decisions are made in the most effective and efficient way because there will not be clashes between the supervisors.

The requested positions are anticipated to be filled as follows:

- Transportation Maintenance Worker I (8 FTE) to be assigned to Section 9 (EJMT) to form new maintenance patrol.
- Transportation Maintenance Worker I (8 FTE) to be assign to Section 2; maintenance patrols 3241, 3243, 3244. These positions will augment current patrols.

Attachments: JOA Presentation



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Division of Maintenance & Operations Joint Operating Area Update

Transportation Commission Briefing | May 2021



Presentation Summary

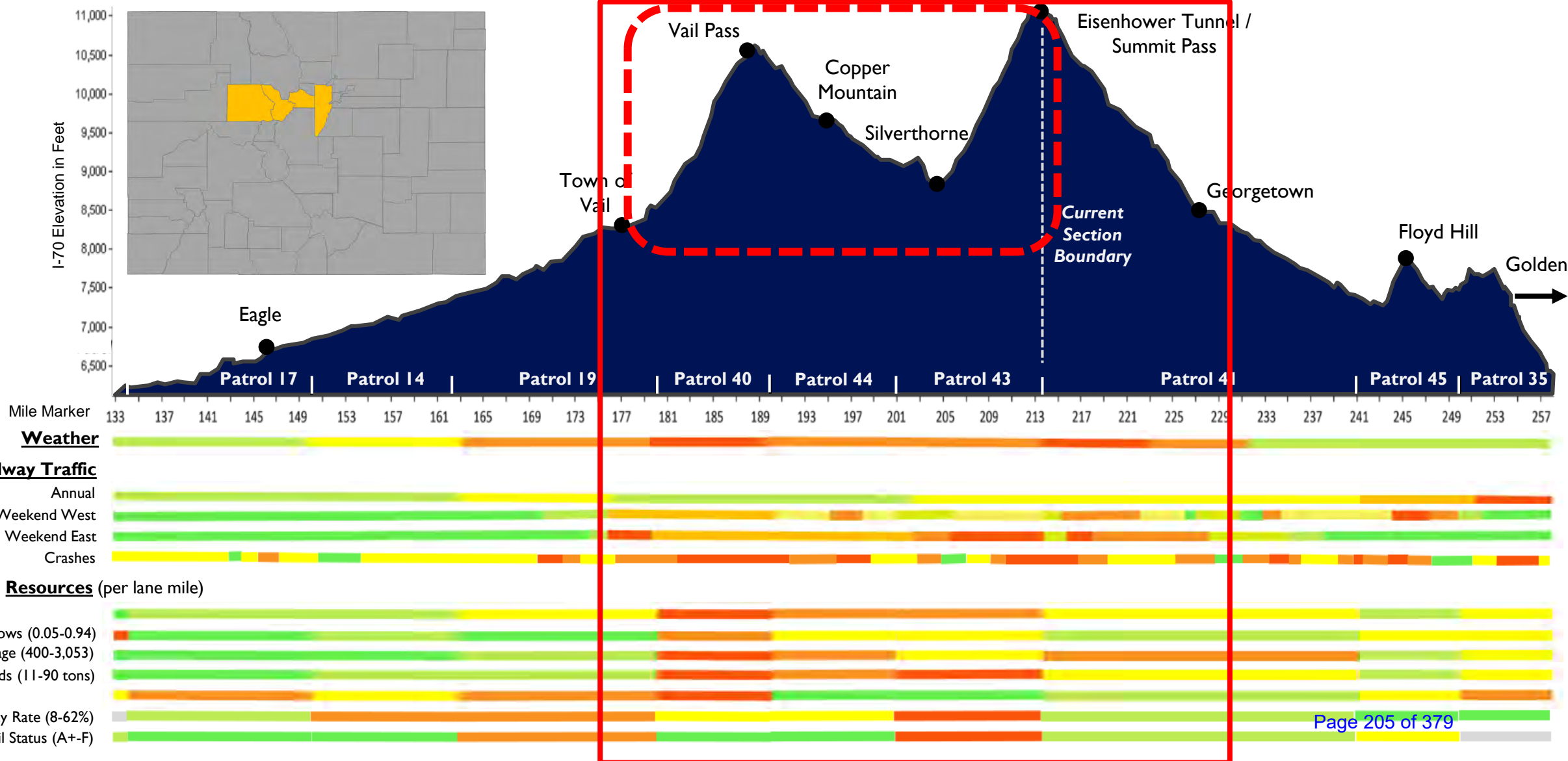
Joint Operating Area

- ✓ Overview & Background
- ✓ Boundary Shift
- ✓ Maintenance Staffing/Budgeting
- ✓ Equipment/Budgeting
- ✓ Facilities/Budgeting
- ✓ Dispatching
- ✓ Timeline
- ✓ Discussion



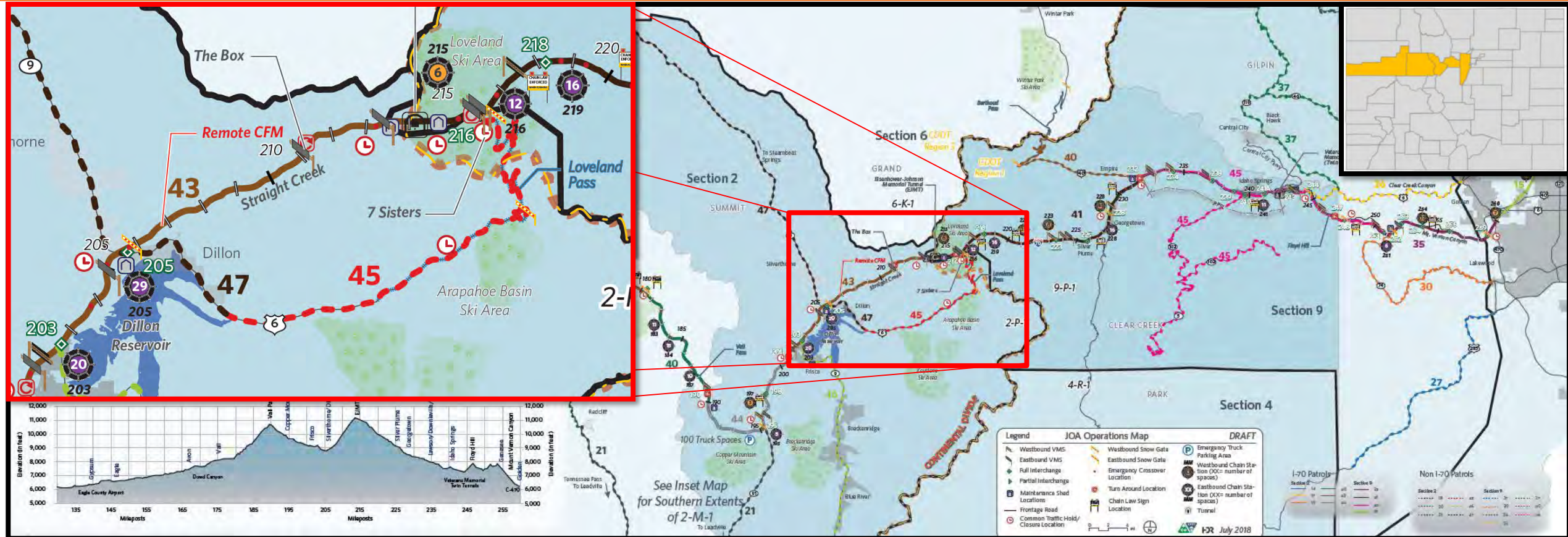


The Tale of Two Mountains





Maintenance and Traffic Boundary Shift



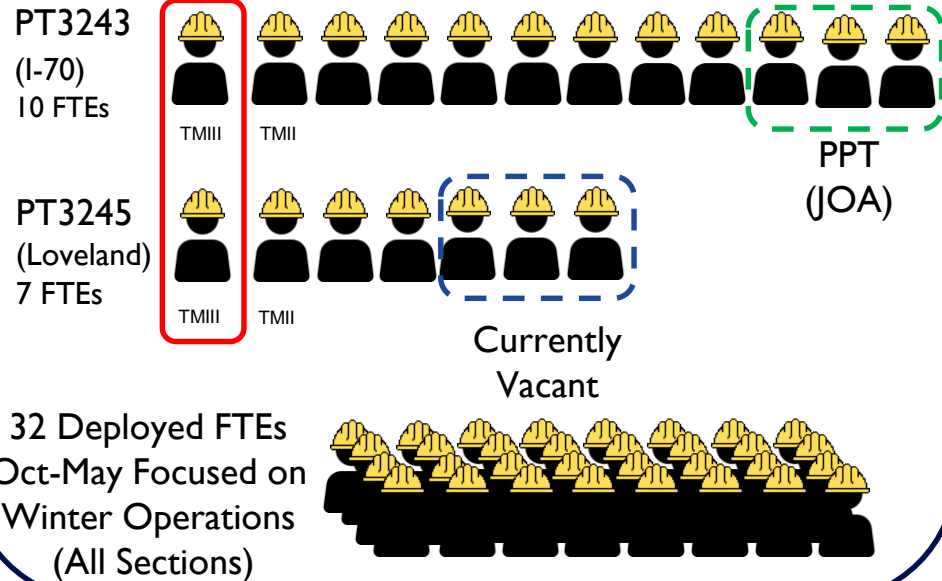
Boundaries (Maintenance):

- US 6 (Loveland Pass) boundary shift from mile marker 229 to mile marker 216 – this keeps Keystone within Section 2. Cross over is between 215 and 216. This provides safe crossover between maintenance patrols.
- I-70 (Straight Creek) boundary shift from mile marker 214 to mile marker 205.5 –this splits Silverthorne with Section 2 and Section 9. More important it provides developed and safe crossover between interstate patrols.



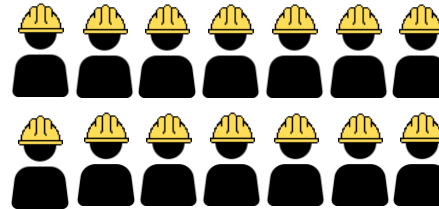
Proposed Personnel Changes

Current Personnel Disposition Currently Assigned to Section 2

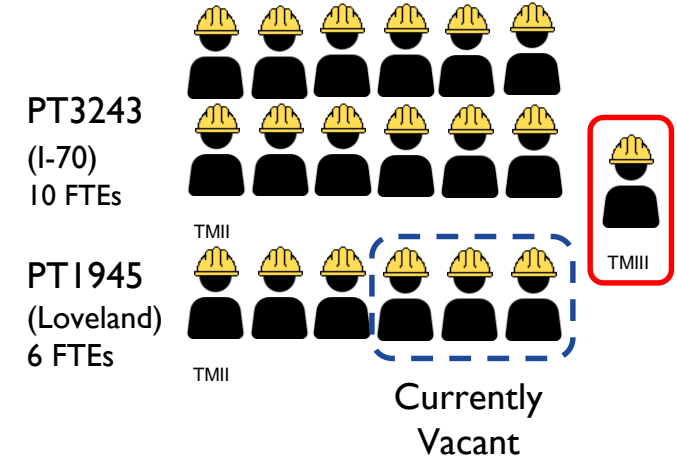


Requested Personnel Disposition

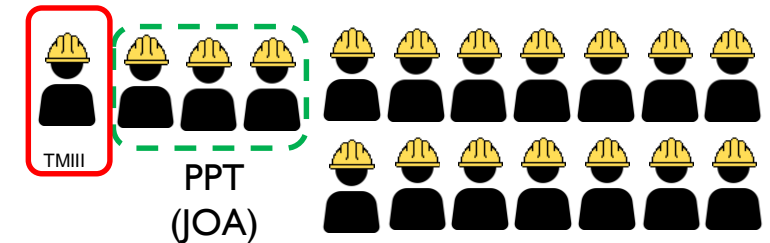
16 FTE Position
To replace the 32 JOA



Proposed Personnel Disposition Assigned to Section 9



Remain assigned to Section 2



Patrol 3245 shifts to Section 9, to include 1-TMII and 5-TMIs

Patrol 3243 current FTEs I-TMII, 11 TMIs positions are transferred to Section 9

Section 2 will retain its JOA PPT and TMIII position, additional new positions will be assigned to I-70 Patrols (19, 40, 43, and 44)



Personnel Budget Considerations

EXPENSE CATEGORY	COST ESTIMATE	FUNDING SOURCE
Interim Hoteling Costs	\$1M per season	Annual TC Request Budget Roll Forwards
Interim Per Diem and Over Time Costs	\$1M per season	Annual TC Request Budget Roll Forwards
Temporary Staffing (+32 Maintenance Positions) \$39,393 (x32 by 9 months)	\$945,432	Maintenance Section MLOS Personnel Services
HR Recruitment and Training costs \$3,500 (x32)	\$100,000 (approx.)	HR and DMO Personnel Services
Transportation and Travel Costs (32 employee)	Approx. \$250,000 (approx.)	Maintenance Section MLOS Operations
TOTAL		\$3,295,432 (est)
TM I (FTE) Cost Salary/Benefits/Housing \$43,769/\$64,720/\$6000	\$1,131,520	TC Request (MLOS Personnel Services Budget increase)
TM I (FTE) Operational Costs 45% Operating	\$509,184	TC Request (MLOS Operating Budget increase)
TOTAL		\$1,640,704 (est)

Potential Cost Savings with additional FTE

\$1,654,728 (est) Page 208 of 379



Ongoing JOA Funding Sources

Unpredictable at best

MLOS

Currently a majority of the JOA is funded through traditional MLOS budget. However there is a 30% short fall within the 400 MPA, this continues to pull resources from other MPAs to meet the snow and ice demand. No where greater then along I-70 mountain corridor with an avg of 35 feet of snow each year

Roll Forward Request

This supplemental budget request provides additional funding to the JOA (400 MPA) where deficiencies were found.



DMO Staff Budget

Each year DMO staff section see opportunities to save on contracts or personnel services. But there is no way to forecast which section or how much. This traditionally provides the most toward roll forward funding.

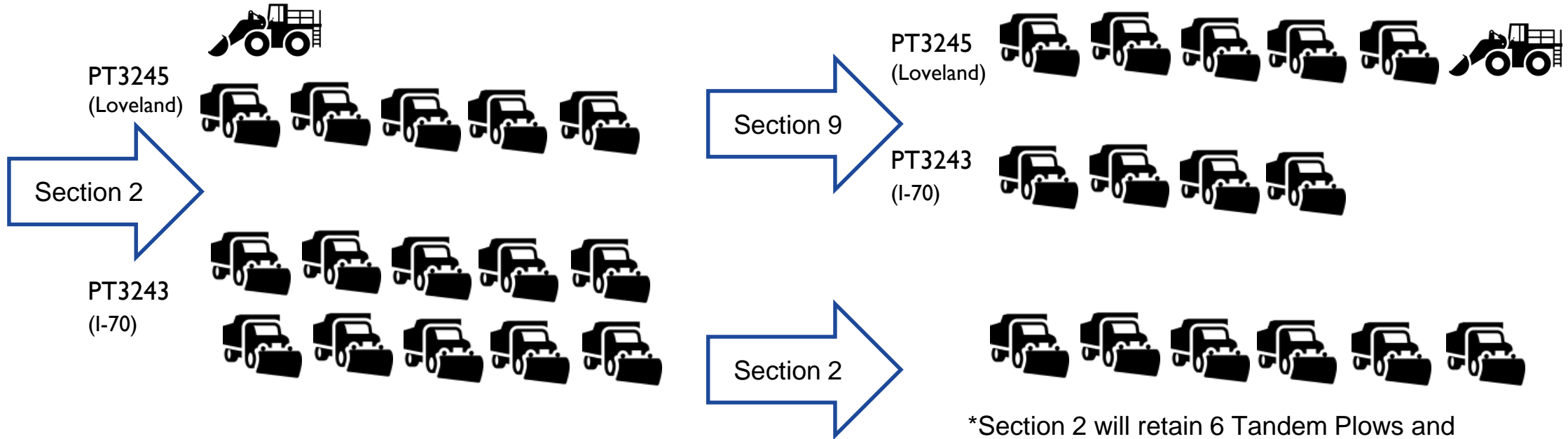
Maintenance Contingency Funds

Each year we use this funding source to supplement our most underfunded MPA, 400 MPA. A large portion of this funding goes to the JOA.





Equipment Transfer



*Section 2 will retain 6 Tandem Plows and reassigned to plus up PT44 (Vail Pass) and PT47 (Silverthorne)

Equipment Reassignments:

PT3245 will transfer all assigned equipment (this patrol will remain in its current operating configuration).

PT3243 will be dismantled to reinforce Vail Pass and Silverthorne to support Straight Creek.

*DMO will fund additional double wing and tow plows for Section 2 and 9. Continue to work on 402 funding.





Equipment Budget Considerations

EXPENSE CATEGORY

COST ESTIMATE

FUNDING SOURCE

Essential Equipment/Road Equipment

\$787,446

Current TC Request



Special Safety Equipment (EJMT/HLT Fire Engines)

\$920,000 (Sept 21 Roll Fwd)





Property/Facilities Shift



Facilities: New Maintenance VSF and Section Operations Center

Currently in stakeholder management process and CDOT design

Facilities: 28214 US-6, Dillon, CO

PT3245 Maintenance Facility will transfer from Section 2 to Section 9





Infrastructure Budget Considerations

EXPENSE CATEGORY

COST ESTIMATE

FUNDING SOURCE

Facilities (Planning)

\$500,000

TC Request Budget Roll Forwards [Approved Nov 20](#)

Facilities (Construction)

\$5,500,000

[\\$3.7M \(Departmental Savings\)](#)

Funding Short Falls

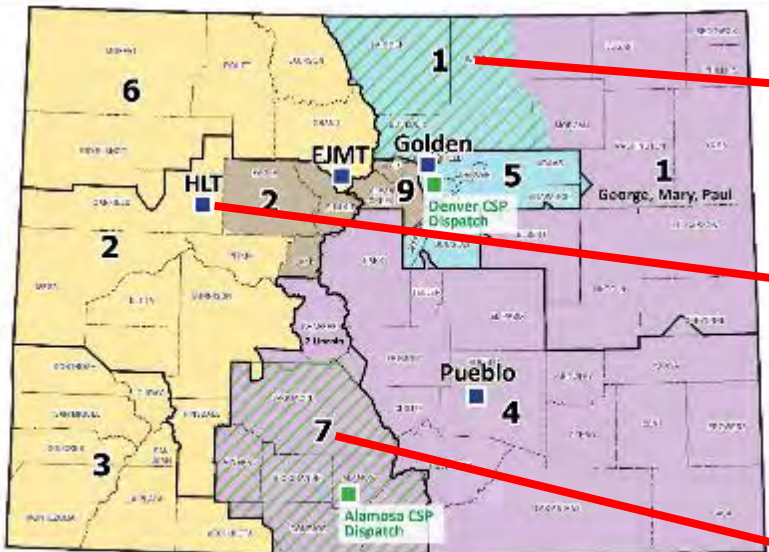
\$1,300,000

FY22 and FY23 DMO Departmental Savings





Traffic Operations Shift



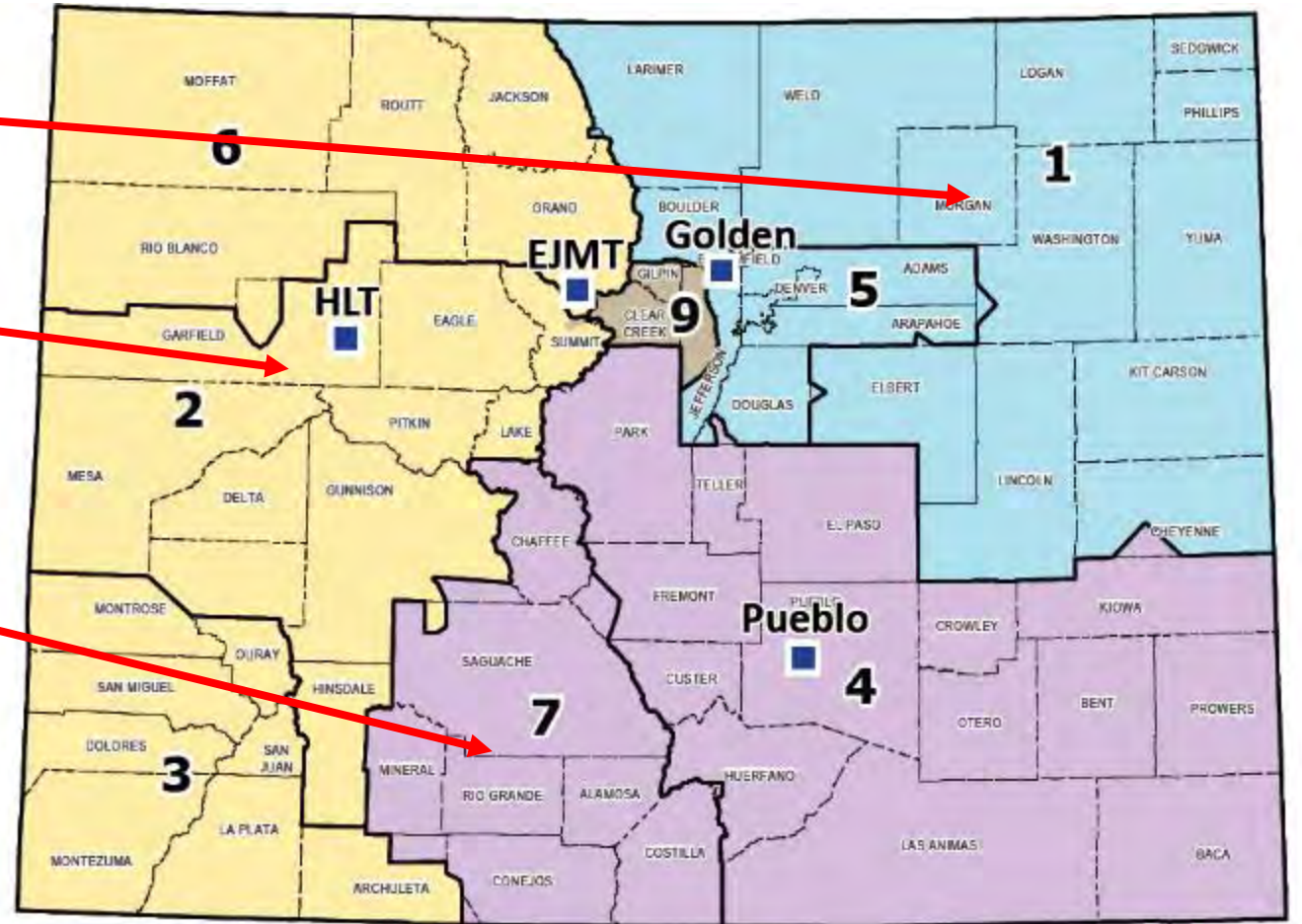
Existing Operations Center Coverage

- Eisenhower-Johnson Memorial Tunnel (EJMT)
- Hanging Lake Tunnel (HLT)
- Golden
- Pueblo
- CSP Dispatch

Traffic Operation: After years of in-house development, Real-Time Operations (RTO) has completed our in-house support plan.

DMO's RTO will manage state wide Regional dispatching for CDOT maintenance and traffic sections. Beginning July 1, 2021

This provides 24/7 coverage for all by our TOC maintenance sections

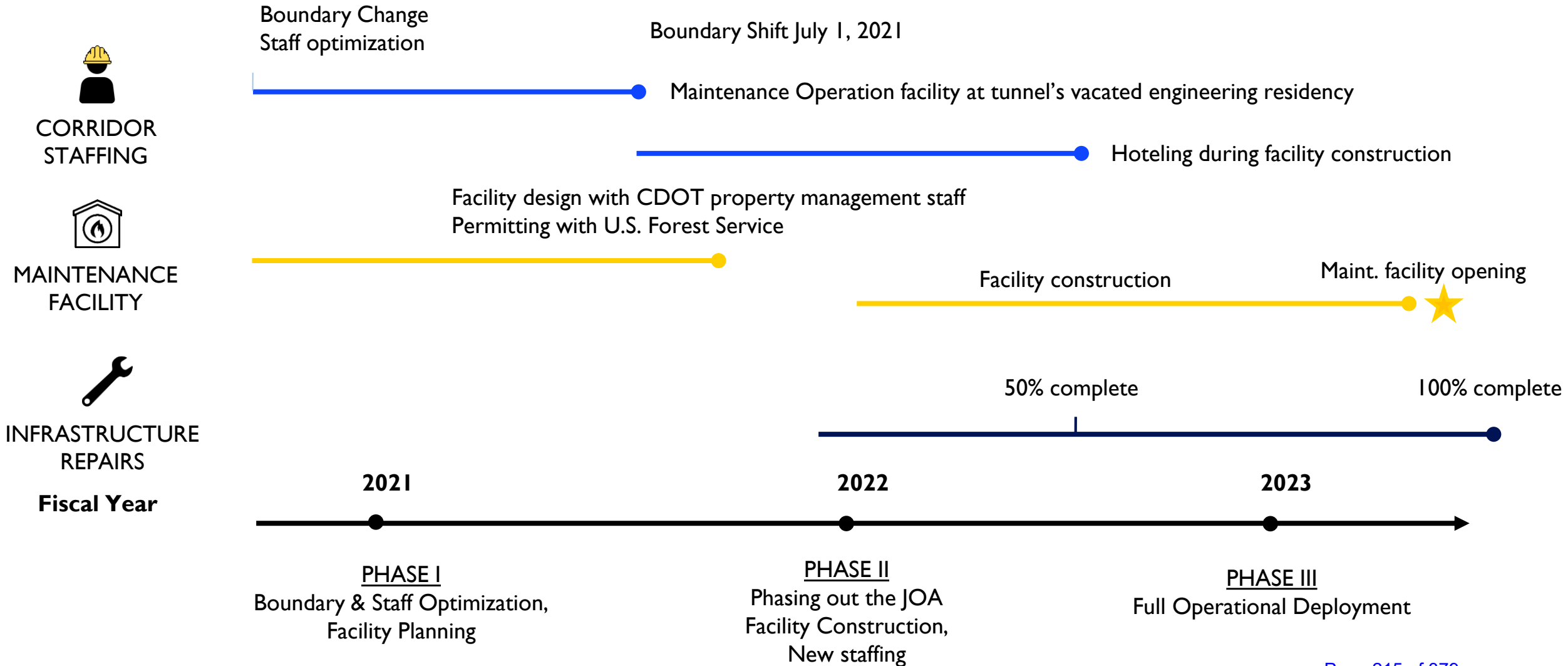


Proposed Operations Center Coverage

- Eisenhower-Johnson Memorial Tunnel (EJMT)
- Hanging Lake Tunnel (HLT)
- Golden
- Pueblo



Implementation Timeline





COLORADO

Department of Transportation

Discussion

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER
DATE: MAY 20, 2021
SUBJECT: FY 2020-21 BUDGET AMENDMENT

Purpose

To review the tenth amendment to the FY 2020-21 Annual Budget in accordance with Policy Directive (PD) 703.0.

Action

The Division of Accounting and Finance (DAF) is requesting Transportation Commission (TC) review and approval of the tenth amendment to the FY 2020-21 Annual Budget. The tenth amendment consists of four items that require TC approval, described below, resulting in the reallocation of \$3.4 million from the Program Reserve to the Maintenance Program Areas for a new Joint Operations Area Maintenance Patrol and the creation of a High School Maintenance Apprentice Program, reallocation of \$4.0 million from the Program Reserve to HPTE per the Tolling Equipment Finance Agreement (TEFA), and the return of \$19.5 million to the Program Reserve to repay the loan for the SH 21 and Research Parkway Interchange project in Region 2.

New JOA Maintenance Patrol

Staff is requesting \$2.4M and 16.0 new full-time equivalent (FTE) positions and for a new maintenance patrol located at the Eisenhower Johnson Mountain Tunnel (EJMT). In December 2020, the Division of Maintenance presented to the Transportation Commission the plan to discontinue the seasonal Joint Operations Area (JOA) program and instead create a permanent section that will provide year-around maintenance and operations along the I-70 mountain corridor (EJMT to Vail Pass). If the Transportation Commission approves this request, it will increase the MLOS personal services budget by \$1,131,520 and the remaining increase will be used for operational costs (\$509,184) and one-time purchase of new patrol equipment (\$787,446). The creation of this new patrol also requires the Department to shift maintenance boundaries for Region 1 and Region 3, which will provide a greater unity of command amongst the maintenance sections that are currently serving this area on a seasonal basis.

The tenth budget amendment reallocates \$2,428,150 from the Program Reserve (line 69) to Maintenance Program Areas (line 22). This request is detailed in materials included under the I-70 Joint Operations Area agenda item.

High School Maintenance Apprentice Program

Staff is requesting to transfer approximately \$1.0 million from the Program Reserve to Maintenance Program Areas for the High School Maintenance Apprentice Program, which will fund 10.0 FTE (9 new FTE positions, and 1 repurposed position) and critical operating costs. This funding will allow CDOT to create partnerships with Colorado high schools and other community organizations to support a diverse pipeline for CDL Highway Maintenance workers through a registered apprenticeship program that provides mentorship, hands-on training and long-term career opportunities for the workforce of the future. CDOT is planning to hire high school seniors and GED holders/graduates that are at least 18

years old into 2-year term positions (post-graduation) as LTC Trainees IIIs, which requires no prior education. By completion of the apprenticeship, candidates would have the CDL and two years of experience to qualify and compete for TMI positions.

The tenth budget amendment reallocates \$1,074,730 from the Program Reserve (line 69) to Maintenance Program Areas (line 22). This request is detailed in materials included under the High School Maintenance Apprenticeship Program agenda item.

Tolling Equipment Finance Agreement (TEFA) with High Performance Transportation Enterprise (HPTE)

Staff is requesting to transfer \$4,000,000 from the Program Reserve per the Department's Tolling Equipment Finance Agreement (TEFA) with HPTE. The funds will be used for Tolling Equipment needed for the I-25 South GAP Monument to Castle Rock Project. In order to maintain its enterprise status, HPTE must own the Tolling Equipment on all Express Lanes projects. For projects where HPTE does not have the ability to use toll revenue and is not contributing financing, HPTE borrows money from CDOT to pay for the capital cost of the Tolling Equipment. This is the financing mechanism that HPTE and CDOT used on I-25 North, US 36th to 120th, initial costs on C470, I-25 to Wadsworth prior to financial close, and part of I-70 MEXL Westbound. Once the lane is open and operational, HPTE then repays CDOT with toll revenue generated on the corridor.

The tenth budget amendment reallocates \$4,000,000 from the Program Reserve (line 69) to HPTE Express Lane Operations (line 90). This request is detailed in the attached Toll Equipment Finance Agreement (TEFA) memo.

Repayment of SH21 and Research Parkway Interchange Project

Staff is requesting to transfer \$19,500,000 from the Strategic Projects program to the Program Reserve for the repayment of funds previously advanced to the SH21 and Research Parkway Interchange Project in Region 2. In January 2021, the Transportation Commission approved the \$19,500,000 transfer to Region 2 from the Program Reserve with the expectation that the loan would be repaid once the third tranche of SB267 COPs is issued. The issuance of third tranche is expected to close before the end of the month.

The tenth budget amendment reallocates \$19,500,000 from Strategic Projects (line 18) to the Program Reserve (line 69).

Options and Recommendation

1. Approve proposed Budget Amendment (see proposed resolution #10) -- STAFF RECOMMENDATION
2. Approve a portion of the proposed budget amendment.
3. Request additional information and defer action to a subsequent month.

Attachments

Attachment A - Amended FY 2020-21 Annual Budget

Attachment B- Presentation

Attachment C- HPTE Tolling Equipment Finance Agreement Memo

Attachment A: FY 2020-21 CDOT AMENDED ANNUAL BUDGET

Line	Budget Category / Program	Rollforward from FY19-20	FY 2020-21 Allocation Plan	Approved TC Amendments	Proposed TC Amendments	EMT and Staff Approved Adjustments	Total FY21 Program Budget Available including Changes	Directed By	Funding Source
1	COLORADO DEPARTMENT OF TRANSPORTATION								
2	Capital Construction	\$735.4 M	\$973.6 M	-\$48.6 M	-\$19.5 M	\$165.0 M	\$1,805.9 M		
3	Asset Management	\$101.8 M	\$325.2 M	\$0.0 M	\$0.0 M	\$2.0 M	\$428.9 M		
4	Surface Treatment	\$26.0 M	\$223.2 M	\$0.0 M	\$0.0 M	\$1.2 M	\$250.3 M	TC	FHWA / SH / SB 09-108
5	Structures	\$2.2 M	\$51.8 M	\$0.0 M	\$0.0 M	-\$0.2 M	\$53.9 M	TC	FHWA / SH / SB 09-108
6	System Operations-AM	\$1.6 M	\$31.4 M	\$0.0 M	\$0.0 M	\$0.7 M	\$33.7 M	TC	FHWA / SH
7	Geohazards Mitigation	\$0.3 M	\$12.3 M	\$0.0 M	\$0.0 M	\$0.0 M	\$12.5 M	TC	SB 09-108
8	Permanent Water Quality Mitigation	\$6.3 M	\$6.5 M	\$0.0 M	\$0.0 M	\$0.3 M	\$13.1 M	TC	FHWA / SH
9	Emergency Relief	\$65.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$65.4 M	FR	FHWA
10	Safety	\$17.7 M	\$127.6 M	-\$7.7 M	\$0.0 M	\$2.4 M	\$140.1 M		
11	Highway Safety Improvement Program	\$4.6 M	\$32.8 M	\$0.0 M	\$0.0 M	\$0.4 M	\$37.9 M	FR	FHWA / SH
12	Railway-Highway Crossings Program	\$0.0 M	\$3.6 M	\$0.0 M	\$0.0 M	\$0.0 M	\$3.6 M	FR	FHWA / SH
13	Hot Spots	\$0.1 M	\$2.2 M	\$0.0 M	\$0.0 M	-\$0.1 M	\$2.2 M	TC	FHWA / SH
14	FASTER Safety	\$13.0 M	\$67.6 M	-\$7.7 M	\$0.0 M	\$2.1 M	\$75.0 M	TC	SB 09-108
15	ADA Compliance	\$0.0 M	\$21.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$21.4 M	TC	FHWA / SH
16	Mobility	\$616.0 M	\$520.8 M	-\$41.0 M	-\$19.5 M	\$160.7 M	\$1,237.0 M		
17	Regional Priority Program	\$0.0 M	\$48.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$48.4 M	TC	FHWA / SH
18	Strategic Projects	\$575.0 M	\$450.0 M	-\$41.0 M	-\$19.5 M	\$161.4 M	\$1,125.9 M	SL	SB 17-267 / SB 19-262
19	National Highway Freight Program	\$40.9 M	\$22.4 M	\$0.0 M	\$0.0 M	-\$0.7 M	\$62.7 M	FR	FHWA / SH
20	Maintenance and Operations	\$12.6 M	\$368.8 M	\$17.4 M	\$3.4 M	-\$9.4 M	\$390.0 M		
21	Asset Management	\$7.7 M	\$332.9 M	\$19.5 M	\$3.4 M	-\$7.5 M	\$353.1 M		
22	Maintenance Program Areas	\$0.0 M	\$265.2 M	\$2.0 M	\$3.4 M	\$0.0 M	\$270.6 M		
23	Roadway Surface	\$0.0 M	\$41.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$41.4 M	TC	SH
24	Roadside Facilities	\$0.0 M	\$21.8 M	\$0.0 M	\$0.0 M	\$0.0 M	\$21.8 M	TC	SH
25	Roadside Appearance	\$0.0 M	\$10.7 M	\$0.0 M	\$0.0 M	\$0.0 M	\$10.7 M	TC	SH
26	Structure Maintenance	\$0.0 M	\$4.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$4.5 M	TC	SH
27	Tunnel Activities	\$0.0 M	\$3.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$3.4 M	TC	SH
28	Snow and Ice Control	\$0.0 M	\$78.7 M	\$0.0 M	\$0.0 M	\$0.0 M	\$78.7 M	TC	SH
29	Traffic Services	\$0.0 M	\$70.3 M	\$2.0 M	\$0.0 M	\$0.0 M	\$72.3 M	TC	SH
30	Materials, Equipment, and Buildings	\$0.0 M	\$16.4 M	\$0.0 M	\$0.0 M	\$0.0 M	\$16.4 M	TC	SH
31	Planning and Scheduling	\$0.0 M	\$18.1 M	\$0.0 M	\$0.0 M	\$0.0 M	\$18.1 M	TC	SH
32	Toll Corridor General Purpose Lanes	\$0.0 M	\$2.9 M	\$0.0 M	\$0.0 M	\$0.0 M	\$2.9 M	TC	SH
33	Property	\$0.1 M	\$29.3 M	\$2.5 M	\$0.0 M	\$2.2 M	\$34.2 M	TC	SH
34	Capital Equipment	\$7.5 M	\$23.5 M	\$1.0 M	\$0.0 M	\$2.4 M	\$34.5 M	TC	SH
**35	Maintenance Reserve Fund	\$0.0 M	\$12.0 M	\$14.0 M	\$0.0 M	-\$12.1 M	\$13.9 M	TC	SH
36	Safety	\$1.4 M	\$11.4 M	-\$1.6 M	\$0.0 M	-\$4.5 M	\$6.8 M		
37	Strategic Safety Program	\$1.4 M	\$11.4 M	-\$1.6 M	\$0.0 M	-\$4.5 M	\$6.8 M	TC	FHWA / SH
38	Mobility	\$3.5 M	\$24.6 M	-\$0.6 M	\$0.0 M	\$2.6 M	\$30.1 M		
39	Real-Time Traffic Operations	\$0.0 M	\$14.6 M	-\$0.6 M	\$0.0 M	-\$0.3 M	\$13.7 M	TC	SH
40	ITS Investments	\$3.5 M	\$10.0 M	\$0.0 M	\$0.0 M	\$2.9 M	\$16.4 M	TC	FHWA / SH
41	Multimodal Services	\$119.9 M	\$70.1 M	-\$0.8 M	\$0.0 M	\$10.8 M	\$200.0 M		
42	Mobility	\$119.9 M	\$70.1 M	-\$0.8 M	\$0.0 M	\$10.8 M	\$200.0 M		
43	Innovative Mobility Programs	\$8.3 M	\$11.1 M	\$0.0 M	\$0.0 M	-\$2.3 M	\$17.1 M	TC	FHWA / SH
***44	Strategic Transit and Multimodal Projects	\$101.4 M	\$50.0 M	\$0.0 M	\$0.0 M	\$12.5 M	\$163.9 M	SL	SB 17-267
****45	Rail Commission	\$1.1 M	\$0.1 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.2 M	SL	SL
46	Bustang	\$9.1 M	\$8.9 M	-\$0.8 M	\$0.0 M	\$0.7 M	\$17.8 M	TC	SB 09-108 / Fare Rev.
47	Suballocated Programs	\$460.1 M	\$224.1 M	\$99.8 M	\$0.0 M	\$37.3 M	\$821.3 M		
48	Aeronautics	\$25.7 M	\$31.8 M	\$0.0 M	\$0.0 M	-\$7.9 M	\$49.6 M		
49	Aviation System Programs	\$25.7 M	\$31.8 M	\$0.0 M	\$0.0 M	-\$7.9 M	\$49.6 M	AB	SA
50	Highway	\$237.3 M	\$125.7 M	\$21.3 M	\$0.0 M	\$44.7 M	\$429.0 M		
51	STP-Metro	\$159.2 M	\$55.7 M	\$21.3 M	\$0.0 M	\$55.5 M	\$291.7 M	FR	FHWA / LOC
52	Congestion Mitigation and Air Quality	\$60.8 M	\$50.5 M	\$0.0 M	\$0.0 M	-\$10.8 M	\$100.4 M	FR	FHWA / LOC
53	Metropolitan Planning	\$1.4 M	\$9.1 M	\$0.0 M	\$0.0 M	-\$0.1 M	\$10.4 M	FR	FHWA / FTA / LOC
54	Off-System Bridge Program	\$15.8 M	\$10.5 M	\$0.0 M	\$0.0 M	\$0.2 M	\$26.5 M	TC / FR	FHWA / SH / LOC
55	Transit and Multimodal	\$197.2 M	\$66.6 M	\$78.5 M	\$0.0 M	\$0.6 M	\$342.8 M		
56	Recreational Trails	\$1.9 M	\$1.6 M	\$0.0 M	\$0.0 M	-\$0.8 M	\$2.6 M	FR	FHWA
57	Safe Routes to School	\$5.3 M	\$3.1 M	\$0.0 M	\$0.0 M	-\$0.3 M	\$8.1 M	TC	FHWA
58	Transportation Alternatives Program	\$29.7 M	\$12.3 M	\$0.0 M	\$0.0 M	-\$0.6 M	\$41.4 M	FR	FHWA / LOC
59	Transit Grant Programs	\$81.1 M	\$49.6 M	\$78.5 M	\$0.0 M	\$2.0 M	\$211.2 M	FR / SL / TC	FTA / LOC / SB 09-108
****60	Multimodal Options Program	\$79.2 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.3 M	\$79.5 M	TC/SL	SB 19-125
61	Administration & Agency Operations	\$22.7 M	\$100.9 M	\$8.3 M	\$0.0 M	-\$16.7 M	\$115.2 M		
62	Agency Operations	\$22.1 M	\$62.6 M	\$8.3 M	\$0.0 M	-\$16.5 M	\$76.5 M	TC / AB	FHWA / SH / SA / SB 09-108
63	Administration	\$0.0 M	\$35.7 M	\$0.0 M	\$0.0 M	-\$0.2 M	\$35.5 M	SL	SH
64	Project Initiatives	\$0.5 M	\$2.6 M	\$0.0 M	\$0.0 M	\$1.0 M	\$4.1 M	TC	SH
65	Debt Service	\$145.5 M	\$62.8 M	\$105.3 M	\$0.0 M	-\$50.1 M	\$263.5 M		
66	Debt Service	\$145.5 M	\$62.8 M	\$105.3 M	\$0.0 M	-\$50.1 M	\$263.5 M	DS	FHWA / SH
67	Contingency Reserve	\$65.6 M	\$15.0 M	-\$76.9 M	\$12.1 M	\$111.3 M	\$127.1 M		
68	Contingency Fund	\$31.5 M	\$15.0 M	\$15.0 M	\$0.0 M	\$1.4 M	\$62.9 M	TC	FHWA / SH
69	Reserve Fund	\$34.1 M	\$0.0 M	-\$91.9 M	\$12.1 M	\$109.9 M	\$64.2 M	TC	FHWA / SH
70	Other Programs	\$43.9 M	\$25.1 M	\$0.6 M	\$0.0 M	\$1.3 M	\$70.8 M		
71	Safety Education	\$10.3 M	\$13.0 M	\$0.0 M	\$0.0 M	\$1.5 M	\$24.7 M	TC/FR	NHTSA / SSE
72	Planning and Research	\$7.5 M	\$11.7 M	\$0.6 M	\$0.0 M	-\$0.9 M	\$19.0 M	FR	FHWA / SH
73	State Infrastructure Bank	\$26.1 M	\$0.4 M	\$0.0 M	\$0.0 M	\$0.7 M	\$27.2 M	TC	SIB
74	TOTAL - CDOT	\$1,605.7 M	\$1,840.3 M	\$105.8 M	-\$4.0 M	\$238.8 M	\$3,786.7 M		

Key to Acronyms:
 TC = Transportation Commission
 FR = Federal
 SL = State Legislature
 AB = Aeronautics Board
 SH = State Highway
 SIB = State Infrastructure Bank
 LOC = Local
 SB = Senate Bill
 SA = State Aviation

76 COLORADO BRIDGE ENTERPRISE									
77	Capital Construction	\$87.3 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$201.3 M		
78	Asset Management	\$87.3 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$201.3 M		
79	Bridge Enterprise Projects-CBE	\$87.3 M	\$100.2 M	\$0.0 M	\$0.0 M	\$0.9 M	\$101.1 M	BEB	SB 09-108
80	Maintenance and Operations	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.0 M		
81	Asset Management	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$1.0 M		
82	Maintenance and Preservation-CBE	\$0.9 M	\$0.5 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.5 M	BEB	SB 09-108
83	Administration & Agency Operations	\$2.8 M	\$2.0 M	-\$0.1 M	\$0.0 M	\$0.0 M	\$3.9 M		
84	Agency Operations-CBE	\$2.8 M	\$2.0 M	-\$0.1 M	\$0.0 M	\$0.0 M	\$1.9 M	BEB	SB 09-108
85	Debt Service	\$0.0 M	\$18.2 M	\$0.0 M	\$0.0 M	-\$18.2 M	\$18.2 M		
86	Debt Service-CBE	\$0.0 M	\$18.2 M	\$0.0 M	\$0.0 M	-\$18.2 M	\$0.0 M	BEB	FHWA / SH
87	TOTAL - BRIDGE ENTERPRISE	\$91.0 M	\$120.9 M	-\$0.1 M	\$0.0 M	-\$17.4 M	\$194.5 M		

88 HIGH PERFORMANCE TRANSPORTATION ENTERPRISE									
89	Maintenance and Operations	\$52.3 M	\$17.0 M	\$10.3 M	\$4.0 M	\$6.1 M	\$48.4 M		
90	Express Lanes Operations-HPTE	\$52.3 M	\$17.0 M	\$10.3 M	\$4.0 M	\$6.1 M	\$37.4 M	HPTEB	Tolls / Managed Lanes Revenue
91	Administration & Agency Operations	\$5.1 M	\$5.6 M	\$0.0 M	\$0.0 M	\$0.8 M	\$12.0 M		
92	Agency Operations-HPTE	\$5.1 M	\$5.6 M	\$0.0 M	\$0.0 M	\$0.8 M	\$6.4 M	HPTEB	Fee for Service
93	Debt Service	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M		
94	Debt Service-HPTE	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	\$0.0 M	HPTEB	Fee for Service
95	TOTAL - HIGH PERFORMANCE TRANSPORTATION ENTERPRISE	\$57.4 M	\$22.6 M	\$10.3 M	\$4.0 M	\$6.9 M	\$101.2 M		
96	TOTAL - CDOT AND ENTERPRISES	\$1,754.1 M	\$1,983.9 M	\$116.0 M	\$0.0 M	\$228.4 M	\$4,082.3 M		

*Roll forward budget is budget from a prior year that hasn't been committed to a project or expended from a cost center prior to the close of the fiscal year. Estimated Roll forward budget will be incorporated prior to finalizing the FY 2021 budget, and updated after the close of FY 2020

** \$10M of the FY21 Maintenance Reserve Final Allocation Plan budget is specifically allocated for Snow and Ice Control

***SB 17-267 directed the State Treasurer to execute lease-purchase agreements on existing state facilities to generate revenue for priority transportation projects. At least 10 percent of these proceeds must be used for transit projects. Of the \$50 million in estimated revenue for transit projects, the department anticipates spending \$2.4 million on Administration, \$27.6 million on the construction of bus and pedestrian facilities, and \$20.0 million on rolling stock.

****SB 18-001 appropriated \$2.5 million to the Southwest Chief and Front Range Rail Commission. Pursuant to SB 19-125, this funding is available until the close of FY 2020-21.

*****SB 18-001 created the Multimodal Transportation Options Fund, and allocated \$71.75 million to the fund in FY 2018-19 and \$22.5 million to the fund in FY 2019-20. This funding is annually appropriated by the General Assembly. The FY 2018-19 appropriation is available until the close of FY 2022-23 pursuant to SB 19-125, and the FY 2019-20 appropriation is available until the close of FY 2023-24 pursuant to SB 19-207. Of the total funding, the department will spend approximately \$6 million on administration and operating costs, approximately \$14 million for CDOT bus purchase and facility construction, and approximately \$74 million will be passed through to local agencies for rolling stock purchases.



COLORADO

Department of Transportation

May 2021 Budget Workshop FY 2020-21 Budget Amendment



Budget Amendment Summary

Request	Amount	FTE	From Budget Line	To Budget Line
New JOA Maintenance Patrol	\$2.4M	16.0 FTE	TC Program Reserve (line 69)	Maintenance Program Areas (line 22)
High School Maintenance Apprentice Program	\$1.0M	9.0 FTE	TC Program Reserve (line 69)	Maintenance Program Areas (line 22)
HPTE Tolling Equipment Finance Agreement	\$4.0M	0.0 FTE	TC Program Reserve (line 69)	HPTE Express Lane Operations (line 90)
Payback of Region 2 SH21 and Research Parkway Interchange	\$19.5M	0.0 FTE	Strategic Projects (line 18)	TC Program Reserve (line 69)



COLORADO

Department of Transportation

TC Program Reserve Balance

TCPR balance before May Budget Amendments	\$27.6 million
TCPR balance after reductions due to MPAs and HPTE requests (- \$7.4 million)	\$20.2 million
TCPR balance with payback from Region 2 (+19.5 million)	\$39.7 million



MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER, CDOT
PIPER DARLINGTON, BUDGET AND SPECIAL PROJECTS MANAGER, HPTE
DATE: MAY 20, 2021
SUBJECT: CDOT-HPTE TOLLING EQUIPMENT FINANCING REQUEST

Purpose

This memorandum provides additional background information regarding a \$4.0 million HPTE loan request for tolling equipment, software and installation (Tolling Equipment) that is included in the May CDOT fiscal year (FY) 2020-21 budget amendment. The request is being made under the Tolling Equipment Financing Agreement (Agreement) between the High Performance Enterprise (HPTE) and the Colorado Department of Transportation (CDOT) which was executed in May 2019. Funds will be used for Tolling Equipment needed for the I-25 South GAP Monument to Castle Rock Project

Requested Action

HPTE staff is requesting Transportation Commission (TC) review and approval of a \$4.0 million HPTE loan request included as part of the May CDOT FY 2020-21 budget amendment.

Background

In order to maintain its enterprise status, HPTE must own the Tolling Equipment on all Express Lanes projects. There are currently three options that HPTE uses to fund the capital costs related to installing, testing and integrating Tolling Equipment on the Express Lanes:

1. On Express Lanes projects that are integrated with other Express Lanes that are operational, HPTE will use existing toll revenue to pay for the capital cost of Tolling Equipment. This is the strategy HPTE and CDOT have used to partially fund the I-70 Mountain Express Lane (MEXL) Westbound Project.
2. On Express Lanes projects where HPTE is contributing financing for the construction of the lanes, loan proceeds can be used to directly pay for the capital cost of Tolling Equipment. This is the strategy HPTE and CDOT have used on projects such as I-70 Mountain Express Lane (MEXL) Eastbound, C470: I-25 to Wadsworth, I-25 North: 120th to E470 and intends to use on I-25 Johnstown to Fort Collins. Once the lane is open and operational, HPTE then repays the lenders using toll revenue generated on the corridor.
3. On Express Lanes projects where HPTE does not have the ability to use toll revenue and is not contributing financing; HPTE borrows money from CDOT to pay for the capital cost of the Tolling Equipment. This is the financing mechanism that HPTE and CDOT used on I-25 North: US36th to 120th, initial costs on C470: I-25 to Wadsworth prior to financial close and part of I-70 MEXL Westbound. Once the lane is open and operational, HPTE then repays CDOT with toll revenue generated on the corridor.

Current Details:

For Express Lanes projects that fall into the third category, HPTE and CDOT entered into a Tolling Equipment Finance Agreement to document the terms of the financial arrangement and to address upcoming project needs. The Agreement provides flexibility to allow CDOT and HPTE to order the Tolling Equipment for each Express Lane project when needed and to document the specific financial terms applicable to each system of Tolling Equipment at different times.

These specific terms will be documented in exhibits to the Agreement, which will include (a) a description of the Tolling Equipment; (b) an applicable repayment schedule; and (c) an indexed invoice of Tolling Equipment. While the agreement does provide this needed flexibility, each exhibit to the Agreement will require the approval of CDOT's Chief Financial Officer and the HPTE Director. In addition, the following financial parameters have been identified in the Agreement: (i) CDOT will charge the current State Infrastructure Bank (SIB) interest rate at the time funds are requested which will accrue upon HPTE's acceptance of the funds; (ii) HPTE may repay any amounts accrued with no prepayment penalty; (iii) the cost of the equipment and accrued interest must be paid in full no later than ten (10) years from the date HPTE accepts the funds; (but will generally be repaid immediately following ramp-up of the specific Express Lane facility).

Options and Recommendations

1. Review and approve the \$4.0 million request included in the CDOT May FY 2020-21 Budget Amendment-
STAFF RECOMMENDATION
2. Review and request additional information from HPTE staff.
3. Deny the request for approval and direct HPTE and CDOT to find other ways to finance Tolling Equipment for upcoming Express Lanes projects.

Next Steps:

- HPTE staff will coordinate with the OFMB to ensure that the approved funding is distributed and available for use in order to meet project deadlines.
- HPTE staff will communicate and coordinate on all future request for project funding under the Agreement to the CDOT CFO and OFMB staff.

**Transportation Commission of Colorado
Small Business & Diversity Committee Agenda
Wednesday, May 19, 2021
Virtual (Zoom Link TBD)**

**KATHY HALL
Chairwoman**

**COMMISSIONER ADAMS
COMMISSIONER BEEDY
COMMISSIONER STANTON
COMMISSIONER VASQUEZ
COMMISSIONER HICKEY
Committee Members**

**STEVE HARELSON
Chief Engineer**

**GREG DIEHL
Director, Civil Rights & Business Resource Center**

The Chairwoman may change the item sequence or timing

- 1. Call to order**
- 2. Approve minutes from September 2020 SBD Committee meeting**
- 3. Emerging Small Business Program**
 - a. Major Accomplishment**
 - b. Proposed Resolution**
 - c. Moving Forward**
- 4. FFY22-24 Overall DBE Goal**
 - a. Recap of Past DBE Participation**
 - b. Prime Participation vs. Subcontracting Goals**
 - c. Moving Forward**
- 5. Adjourn**



COLORADO
Transportation Commission

2829 West Howard Place, Denver, CO
 80204-3305

DATE: Friday, May 7, 2021
 TO: Transportation Commission Small Business & Diversity Committee
 FROM: Greg Diehl, Director, *Civil Rights & Business Resource Center* (CRBRC)
 SUBJECT: May Small Business & Diversity Committee Workshop

1. Call to Order

2. Minutes

Approve minutes from September 2020 SBD Committee Workshop.

3. Emerging Small Business (ESB) Program

Major Accomplishment: ESB Rules Update and Rulemaking Process

Beginning with the September 2020 unanimous TC decision to open the ESB Rules [2 CCR 604-1] for proposed changes, CRBRC collaborated with the Office of Policy and Government Relations (OPGR) and the Rules, Policies, and Procedures Administrator to revise the ESB Rules in accordance with all required processes. Key milestones from this effort include:

- Oct. - Dec. 2020: Early Stakeholder Engagement
 - CDOT provided a variety of live virtual presentations to key stakeholder groups, including:
 - Colorado Contractors Association (CCA)
 - American Council of Engineering Companies of Colorado (ACEC-CO)
 - Hispanic Contractors of Colorado (HCC)
 - Council of Minority Transportation Officials (COMTO)
 - CDOT Small Business Forums
 - CDOT engaged in extensive conversation with CCA, ACEC-CO, and HCC regarding comments and feedback on draft rules
 - Decision made to add SBE level rather than increase Level 1 and Level 2 standards as originally conceived. This solution addresses industry concerns that program benefits be tailored appropriately by level and service area.
- Jan. 2021: Hearing Notice Filed with Secretary of State
- Feb. 2021: Hearing Notice Published in State Register
- Mar. 2021: Public Hearing
 - Formal comments made by Marilen Reimer, ACEC-CO, regarding the possibility of revisiting the Level 1 size standard for professional services firms in the future. CDOT is open to a data-gathering effort to determine whether the \$1M Level 1 size standard is still appropriate for professional services firms.
 - Written comments provided by Rosy McDonough, HCC, regarding concerns about smaller ESBs potentially needing to compete with larger ESBs under the new size standards. CDOT is committed to ensuring that ESB benefits are tailored by level in such a way that prevents smaller ESBs from being out-competed by larger ESBs.
- Apr. 2021: Request to adopt modified ESB Rules
- Jul. 2021: Modified ESB Rules effective

Tomorrow: Proposed Resolution #6: Adopt Modified ESB Rules

On Thursday, May 20, 2021, TC will be presented with a proposed resolution to adopt the modified ESB Rules. (See *Thursday Agenda Item 11. Discuss and Act on Proposed Resolution #6: Adopt Modified ESB Rules*) Modified Rules are anticipated to take effect 7/15/2021.

Moving Forward: ESB Prime Contractor Benefits & Integration with CDOT Alternative Delivery Programming

The new SBE level allows CDOT to pursue potential incentives for construction contractors that are designed to help meet the stated purpose of the ESB program:

CDOT shall use the ESB program to provide assistance to and increase opportunities for certified small businesses, including minority-owned, women-owned and disadvantaged business enterprises. The assistance and opportunities provided by the ESB Program will aim to enable emerging small businesses to gain the knowledge, experience and resources needed to participate in the competitive process for CDOT contracts, thereby aiding in the development of Colorado's small business community, increasing competition for CDOT contract awards, and lowering the cost to the public for transportation-related work.

[2 CCR 604-1]

In order to identify, vet, and implement ESB program benefits that result in increased competition for CDOT contract awards, it is imperative to engage both internal and external stakeholders to ensure maximum positive impact and minimal unintended

consequences for small businesses. As a result, CRBRC will convene a workgroup in late summer 2021 to pursue conversations to develop such benefits, and will provide TC with an update on the composition of that workgroup in July 2021.

In the longer term, CRBRC plans to initiate conversations with CDOT leadership and Alternative Delivery experts regarding opportunities to leverage the ESB program to help foster the development of a pipeline of firms that are ready, willing, and able to propose and perform on smaller Alternative Delivery projects in future years.

4. Disadvantaged Business Enterprise (DBE) Program

FFY2022-2024 Overall DBE Goal Setting Process

CRBRC is currently working with a consultant to perform the USDOT-mandated methodology to determine CDOT's next 3-year Overall DBE Goal. Draft methodology and the resulting figure will be available in late May, and there will be a public comment period throughout June for stakeholders to provide feedback. In July, TC will be asked to adopt a resolution codifying the new overall goal, which will then be submitted to FHWA in August and will become effective on 10/1/2021.

Recap of Past DBE Participation

CDOT has successfully met the overall DBE goal seven out of the last eight years (final numbers on current FFY not yet available). In 2017, CDOT was short 1.05% on meeting its overall goal, and identified a lack of DBE prime contracts as a key contributor to that shortfall.

Over the last eight FFYs, CDOT has seen a noticeable decline in DBE prime contractor participation, with only one award for \$260,000 having been made since October of 2017, for a total of 0.025% of total federal awards at CDOT in the last 3 FFYs.

During the same time period, several larger DBEs graduated from the program, which likely has impacted that number; however this consideration only greater highlights the need for CDOT to support the development of a DBE pipeline that will ensure mid-sized DBEs are ready to grow into opportunities vacated by graduating firms in the future.

DBE Prime Participation vs. DBE Subcontracting Goals

Per the federal DBE regulation:

You must meet the maximum feasible portion of your overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

[49 CFR Part 26.51(a)]

(Translation: USDOT prefers DBEs to win contracts (prime or sub) on their own merits, and encourages program elements that foster that outcome over those that mandate utilization of DBEs as a condition of award and payment.)

You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using race-neutral means.

[49 CFR Part 26.51(d)]

(Translation: Subcontract goals should make up the remainder of the overall goal, rather than being the primary means for achieving DBE participation.)

As such, CDOT has identified declining DBE prime participation as a key area of improvement to ensure a robust DBE program in Colorado. To address this concern, CDOT is seeking to leverage the ESB program to foster the development of dual-certified firms that are ready, willing, and able to compete as prime contractors in a low-bid, design/bid/build environment. By prioritizing prime opportunities and incentives for firms that qualify for both DBE and ESB certification, CDOT hopes to engender a DBE program that meets the stated requirements of prioritizing race-neutral DBE prime participation (thereby aiding in the development of DBE prime contractors) and ultimately reducing reliance on mandatory DBE subcontracting goals to meet the overall goal.

It should be noted that this shift will take time and will require ongoing collaboration, evaluation, and iteration. If CDOT can ultimately generate approximately $\frac{2}{3}$ of its overall DBE participation through race-neutral incentives that foster prime contract awards, the remaining $\frac{1}{3}$ of the overall goal will be achieved through traditional subcontracting goals, ensuring that CDOT is compliant with federal regulations while also supporting the development of both DBE primes and subs rather than focusing solely on DBEs playing a subcontracting role on CDOT jobs.

Moving Forward: What to Expect Next

In July, CRBRC will provide a presentation to TC that summarizes the USDOT-mandated goal-setting methodology, the data analysis CDOT used to execute the methodology, and the proposed 3-year overall goal for DBE participation. At present, it is anticipated that the FFY22-24 overall DBE goal will be similar to past goals, and CDOT will seek to increase the percentage of DBE prime participation by leveraging ongoing improvements to the ESB program.

4. Attachments

- Minutes: Sept. 2020 Small Business & Diversity Committee Meeting
- Presentation: CDOT Small Business Programs Update
- *See Also: Proposed Resolution #6: Adopt Modified ESB Rules and associated materials*

Small Business and Diversity Committee Meeting Minutes - September 16, 2020

Meeting called to order by meeting chair Commissioner Kathy Hall

Members present:

Chair Commissioner Kathy Hall

Commissioner Gary Beedy

Commissioner Barbara Vasquez

Commissioner Eula Adams

Commissioner Don Stanton

Chief Engineer Steve Harelson

Greg Diehl - CRBRC

Emily Crespin - CRBRC

July committee minutes approved. Committee voted to move forward with the meeting

Agenda - Emily Crespin

- Desired outcome/goals
 - Establish a common understanding of the purpose of the ESB Program
 - Generate buy-in for the recommended approach to programmatic improvement
 - Make the case for opening the ESB rules
- ESB purpose: foster competition
 - SWOT analysis (Strengths, Weaknesses, Opportunities, Threats)
- Key questions/comments
- Next steps

ESB Programmatic Breakdown - Emily Crespin

- Purpose
 - Enable ESBs to gain the knowledge, experience and resources needed to participate in the competitive process for CDOT contracts, thereby aiding in the development of Colorado's small business community, increasing competition for CDOT contract awards, and lowering the cost to the public for transportation-related work [2 CCR 604-1, II]
 - Bid preference to foster DBE/ESB Primes
- Authority
 - Colorado Transportation Commission [43-1-106(8)(p), C.R.S.]

Strengths of current program (SWOT Analysis) - Emily Crespin

- Most qualified consultant competition
 - Restricted Projects
 - Proposal Incentive Points
- Better consultant teaming relationships
 - ESB Mentor-Protege Program

Weaknesses of current program (SWOT Analysis)

- Hoping to address these issues with the proposed ESB program changes via opening the ESB rules
 - Size cap is too small for construction contractors
 - Limited benefits for construction contractors
 - Missed opportunity for race neutral DBE participation
 - ESB goals on Design/Build contracts are ineffective
 - No tie-in with state procurement

Opportunity - change eligibility criteria (SWOT Analysis)

- Increase programmatic size cap
- Increase certification Levels
 - Level 1 = 50% DBE (\$11.99M)
 - Level 2 = 100% DBE (\$23.98M)
- Add goods and services (vendors) to eligible service areas
- Questions/Comments
 - Commissioner Adams asked for background on why ESB and DBE size standards were set up differently in the first place
 - Greg Diehl: CDOT received feedback when the program was initiated for the ESB program to provide more of an “emerging” element for smaller companies. In the Professional Services contracts we have been able to get some good traction on our programs by restricting some contracts. We don’t want to break what is working there and that is why we are proposing the two different tiers. This allows for the things that are working to keep working, but also supports this Prime Contracting initiative.
 - Commissioner Adams: by raising the lid on the ESB side, we create more opportunities on the DBE side to participate as Primes
 - Commissioner Hall: This allows participation of ESBs on both the Construction and Professional Contracts.
 - Commissioner Adams: When you say size standard, is it the size of the contractor?
 - Greg Diehl: It’s looking at average revenue for the firm over a 3 year time frame

Opportunity - Implement Bid Preference (SWOT Analysis)

- Rules Governing Construction Bidding for CDOT Public Projects [2 CCR 601-10]
- Proposed changes to bid rules
 - ESB bidders receive a 5% preference from the bid amount of the lowest non-ESB bidder
 - Per contract cap of \$100k
- Greg Diehl: This isn’t a play in our playbook w/the size standards the way they are, which is part of why we want to open up the rules. This is an element we would like to add to the ESB program down the road, but we need to open up the rules & increase size first.
- Questions/comments:

- Clarification on why 5%: After deep dive on data over the last few years, we (CDOT) realized that 5% is enough to make a difference but not high enough to impact cost on the department or taxpayers
 - Greg Diehl: We looked at the impact between various % increases, and found 5% was the sweet spot. 10% return on investment wasn't there

Opportunity - Level 1 Restricted Projects (SWOT Analysis) - Emily Crespin

- Project Engineers evaluate bid items for feasibility of performance by an ESB
- CRBRC provides certification, availability analysis, and outreach
- Establish and codify processes related to implementation
- Leverage Level 1 certification (as established by ESB rulemaking process) to create a sheltered bidding/proposing market for microbusinesses
 - If we codify our restricted projects at Level 1 (emerging firms) we can impact small business development.
 - We don't have many opportunities on construction projects b/c those are too specialized
 - Currently CDOT does small business certifications, availability analysis, and outreach
- Questions/comments
 - Commission Adams: Why don't we have more numeric targets or goals/performance measures around the ESB program, in particular restricted projects, so we can measure how much progress we are making?
 - Greg Diehl: CDOT implemented Policy Directive 606.0 to foster the development of small business capacity in Colorado. It has broad initiatives but is missing specificity and performance measures.
 - Commissioner Adams: big contracts and big business will play better if they know that they have really good partners and will be more open to mentorships, etc. We need to make ESBs & DBEs stronger/bigger over time so they can grow into big primes. Starts with quantitative goals in this area.
 - Commissioner Stanton: In our current economy, people in big businesses make extreme profits while we are losing small businesses. We have to look at the least among us to help with their survival. I put this as a backdrop to support what Commissioner Adams & others are saying.

Opportunity- Integrate ESB with Design/Build (SWOT Analysis)- Emily Crespin

- CRBRC staying integrated in conversations with Alternative Delivery team
- Pilot incentive points for ESB proposals
- Emphasize need for smaller projects
- Questions/Comments
 - How can the ESB program be leveraged?

- this is an ongoing conversation vs. proposed change

Threats- Risks & Unintended Consequences (SWOT Analysis) - Emily Crespin

- Q: Won't increasing the size standard result in a "bigger fish, bigger pond" scenario, making microbusinesses less competitive?
 - A: Level 1 & Restricted Projects benefit
- Q: How much will the Bid Preference benefit truly cost CDOT?
 - A: \$750k (est.) over four years
- Questions/comments
 - Commissioner Adams: If we increase size standard, do we end up with bigger fish that are out competing small businesses
 - Greg Diehl: That is why we are keeping Level 1 distinction & size
 - Commissioner Vasquez: Can you see a metric overtime with Level 1 businesses growing to the point where they no longer need this program to succeed with CDOT
 - Emily Crespin: Capacity development is a huge piece of this conversation, we want the program to be impactful

Request to Open ESB Program Rules - Emily Crespin

- Formal request will be to open ESB program rules during full Transportation Commission meeting on 9/17.
 - Overall size cap increase to 100% DBE w/ Level 1 distinction (size cap increase 50% DBE)
 - Add goods & services (vendors) to eligible areas of work
- Questions/comments
 - Commissioner Adams: Currently vendors are not part of the program?
 - Emily Crespin: Unfortunately, yes. We want to expand this to help the program be more impactful for small businesses
 - Commissioner Adams: Oh wow, I didn't realize that. So this opens it up so all the dollars we spend with any outside vendor becomes eligible for DBE/ESB participation?
 - GD: Yes. CRBRC is largely focussed on funding (FHWA) highway construction, professional services, and research. The Colorado Disparity Study is looking at all state funded projects & at using the ESB program as a potential tool in the tool box to leverage on the procurement side of the house. We are trying to get ahead of this.
 - Commissioner Adams: If we did these 3 things, do we have an estimate of how much of an uplift or how much of what we spend would go to DBEs or ESBs?

- Greg Diehl: I have data over the last 3 years, of what we hit and where we are. This is the first domino to fall to allow us to have these conversations
 - . If you look at what we have been able to do on the DBE side over the last 3 years, yet we haven't had a single DBE prime. We want to use the ESB program to help us drive that. If the bid preference goes through (need to discuss with EMT) we could put some data out there with potential impacts. The total to ESBs is \$191 million over the last 3 years in various contracts (maintenance, professional services, construction, etc.). Most of the traction is from the professional services side.
 - Construction side is lagging significantly behind that. DBE side \$300 - \$500 million toward Federal contracting, DBEs get about 12% of that via subcontracting goals.
 - We are not doing a good job setting DBEs up to prime. We hope opening these rules will give more opportunities and help DBEs prime.
- Commissioner Adams: That's about what I expected. I love Commissioner Stanton's comments that this is a great opportunity for CDOT. This is not negative, but a great opportunity
- Commissioner Hall: This won't cost us more money in the long run. I think it will help increase competition. I support opening the rules & looking into this. It's a great idea. This is so productive for our state.
- Commissioner Vasquez: How do we keep money in Colorado with this? I want to stay focused on a Colorado lift vs. country wide lift. There is enthusiasm for adding vendors, but there is a lack in ability to prevent vendors coming from other states.
 - Greg Diehl: We are walking a fine line. The ESB program is more aggressive (has more steps to certify). Currently our ESB directory has about 90% certification in state. DBE requirements (can't change) has a lot of out of state firms in the directory. We can't see if they are really working on CDOT jobs.
 - Steve Harleson: Due to Federal rules, we can't prevent out of state certifications, but we do have options with state funded contracts. That is unusual to have a fully state funded contract, though.
- Commissioner Adams: Mentoring and support programs are necessary. You are doing a lot, but I certainly think there is more we can do. What more can we do within CDOT? Is there part of a budget or proposal someplace where we don't

have to worry about cutting budgets for this kind of effort so we can be sure to do it right?

- Greg Diehl: One of the weaknesses I've seen with the DBE program at a national level is that there are no graduation mechanisms. You just cease to qualify. If you have a down year you can come back to the program, which leads to a revolving door issue. How much of our training is geared for helping DBEs graduate & stay out of the program? Nationally, this is an ongoing issue. Most of CDOT's trainings were originally geared towards entry into the program, but firms really need technical assistance in focusing on issues higher up the capacity ladder (how to get bonding, how to bid on certified payrolls jobs, etc). We have partnered with Small Business Development Centers to hold business development trainings & CDOT training is more focused on how to be successful on CDOT projects & how you can become a prime.
- Commissioner Vasquez: Size increase & opening up to vendors gives you a platform for more businesses to succeed

Proposed Next Steps: Open ESB Program Rules - Emily Crespin

- Request to open rules 9/17 during Transportation Commission meeting
- Propose to amend Rules Governing Construction Bidding of CDOT Public Projects to implement Bid Preference benefit
 - proposed ESB rule changes are foundational to effectiveness of proposed Bid Rule changes
- Begin formal stakeholder engagement; preliminary input has been positive
- Begin discussions related to Restricted Projects and Alternative Delivery
- Questions/comments
 - Commissioner Hall: That's great. I'm excited about these changes. This will be really positive for small businesses, particularly in rural areas.
 - Commissioner Adams: Thank you Emily & Greg. I know the first meeting I may have sounded a little hostile, and I want to say thank you for all of the work and spirit you have put into this. I think you are right on target with what the community will benefit from. Thank you for your hard and positive work.
 - Commissioner Hall: I agree, I don't think people know how much CDOT is doing. I'm glad our committee is finally getting more attention for the great things this committee is doing.

Meeting adjourned



COLORADO

Department of Transportation

Small Business Programs Update

Wednesday, May 19, 2021



Today's Discussion

- **Recap** the conversation so far about the **ESB program** and **prepare for tomorrow's Discuss & Act Resolution**
- **Introduce CDOT's next 3 year overall DBE goal**
- **Explain** how CDOT can **leverage the ESB program to bolster DBE participation**
- **Inform Commissioners** of next steps for **both the federal DBE and CDOT ESB programs**





ESB Program: SWOT Analysis Recap

STRENGTHS

- Consultant ESB prime awards
- Mentor-Protégé program

WEAKNESSES

- No benefit for ESB construction contractors

OPPORTUNITIES

- Add SBE level to right-size the program for construction contractors
- Incentivize bidding on right-size contracts by right-size ESB prime contractors

THREATS

- Consultant ESB prime awards
- Mentor-Protégé program





ESB Program: Rulemaking Recap

Stakeholder Engagement



Rulemaking Hearing



New ESB Rules Effective



Sept. 2020

Oct. 2020 - Jan. 2021

Feb. 2021

March 2021

May 2021

July 2021



Open ESB Rulemaking

CCA, ACEC, HCC, COMTO, et. al, Certified ESBs



Formal Public Comment Period



Adopt New ESB Rules



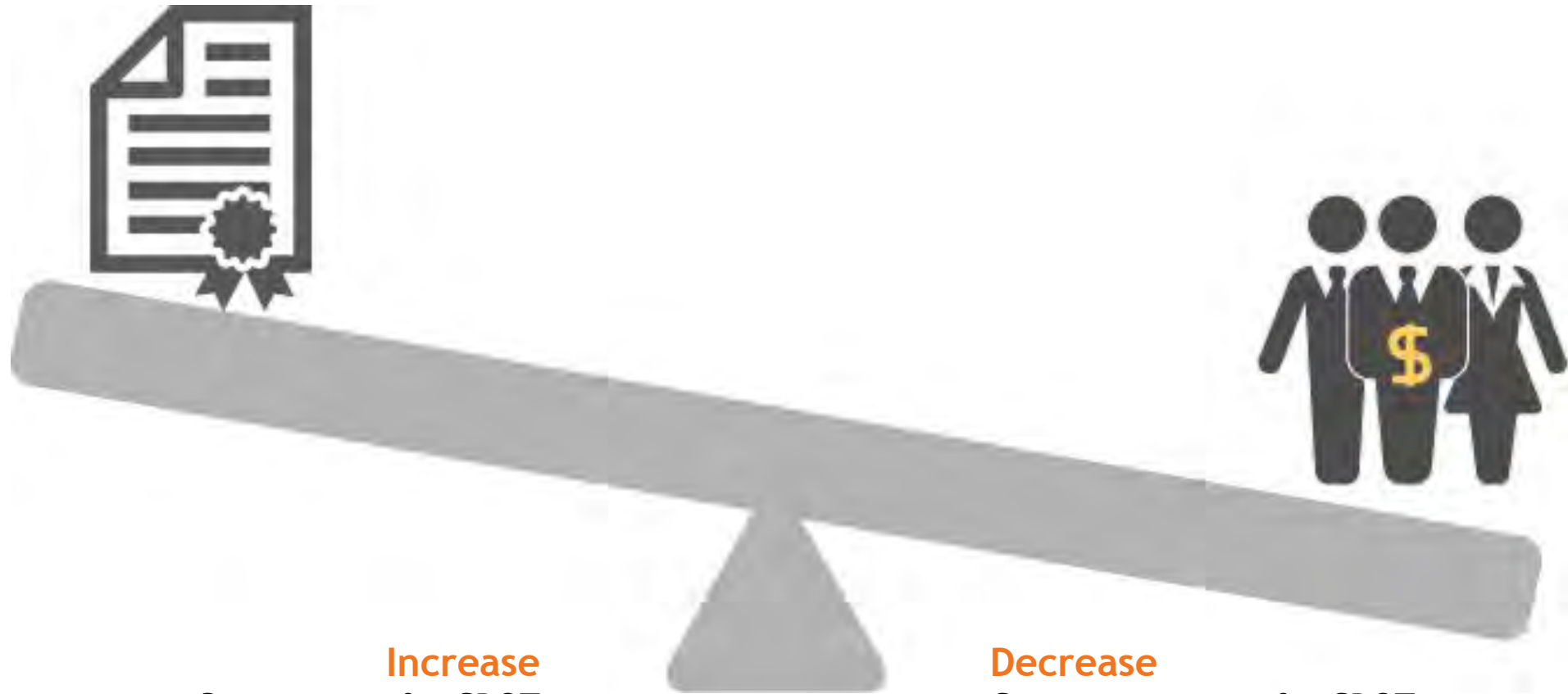
ESB Program: Tomorrow's Resolution

- Proposed Resolution #6: Adopt Modified ESB Rules
 - New SBE Level right-sizes the program for construction contractor:





ESB Program: Stated Purpose



Increase
Competition for CDOT
construction-related contracts

Decrease
Cost to taxpayers for CDOT
construction-related work



ESB Program: What's to Come



Collaborate with internal and external stakeholders to identify and implement an incentive for ESB prime contractors on right-sized D/B/B projects

2021 - 2022



Develop Procedural Directives (under PD 606.0) for ESB Restricted Contracts, Selection Incentives, and Mentor-Protege benefits

Begin discussions about ESB and Alternative Delivery

2022 - 2023



Monitor KPIs to assess ESB program success:

- # ESBs Bidding/Winning
- Average Cost/ESB Procurement
- DBE Prime Participation

2024 & Beyond



Shifting Gears: Overall DBE Goal

- Next 3 FFYs: 10/1/2021 - 9/30/2024
- Overall DBE Goal must be based on the **availability of DBEs relative to all businesses in the market area**

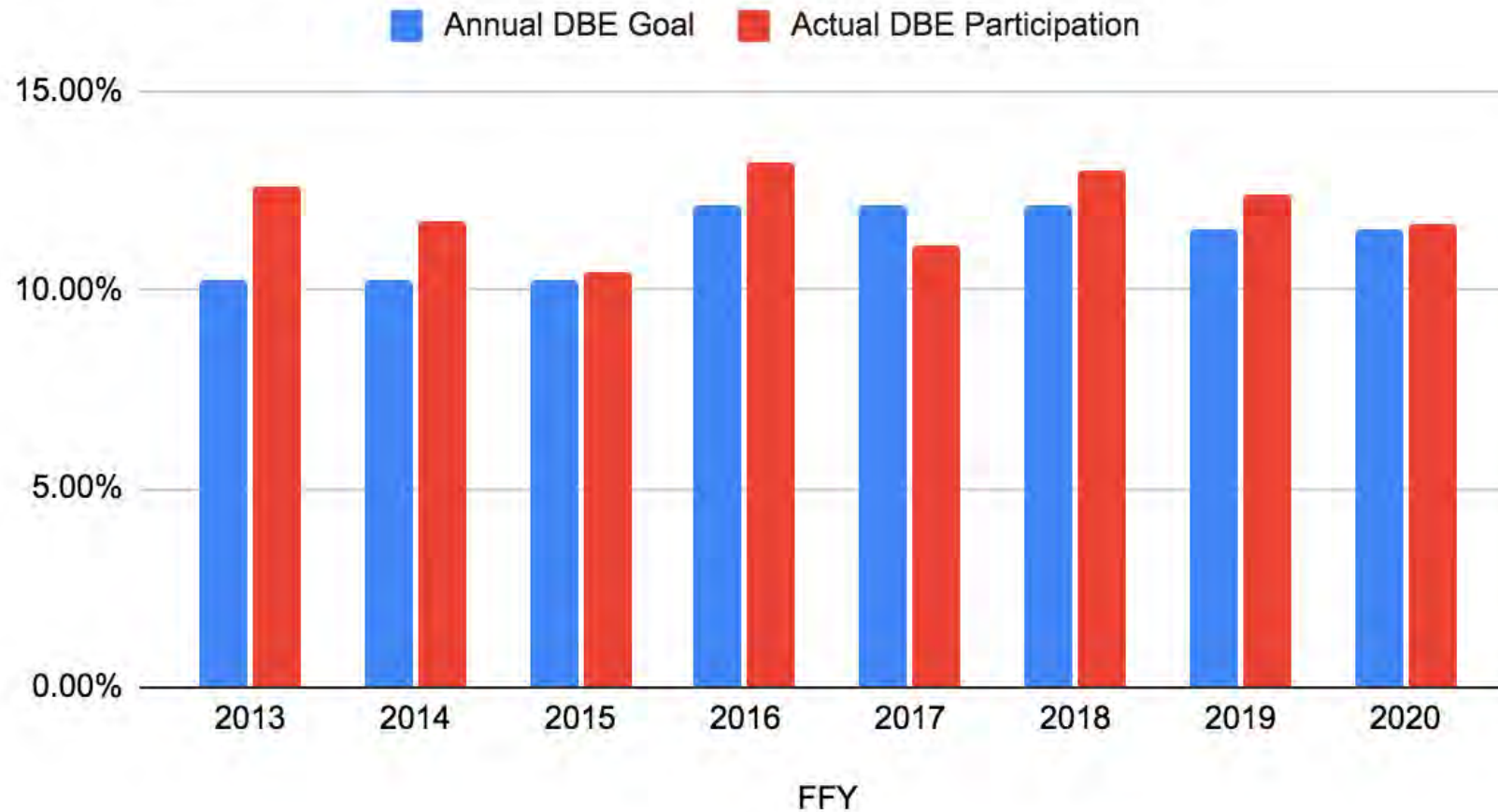
What percentage of federal-aid construction-related expenditures over the next 3 FFYs does CDOT anticipate going to DBEs via either prime or subcontracts?





Overall DBE Goal & Past Participation

Annual DBE Goal vs. Actual DBE Participation





Overall DBE Goal: Means to Meet the Goal

49 CFR § 26.51 - What means do recipients use to meet overall goals?

Maximum Feasible Portion Met Through:

1. DBE prime contracts
2. DBE subcontract participation above the project goal
3. DBE subcontract participation on contracts without mandatory goals

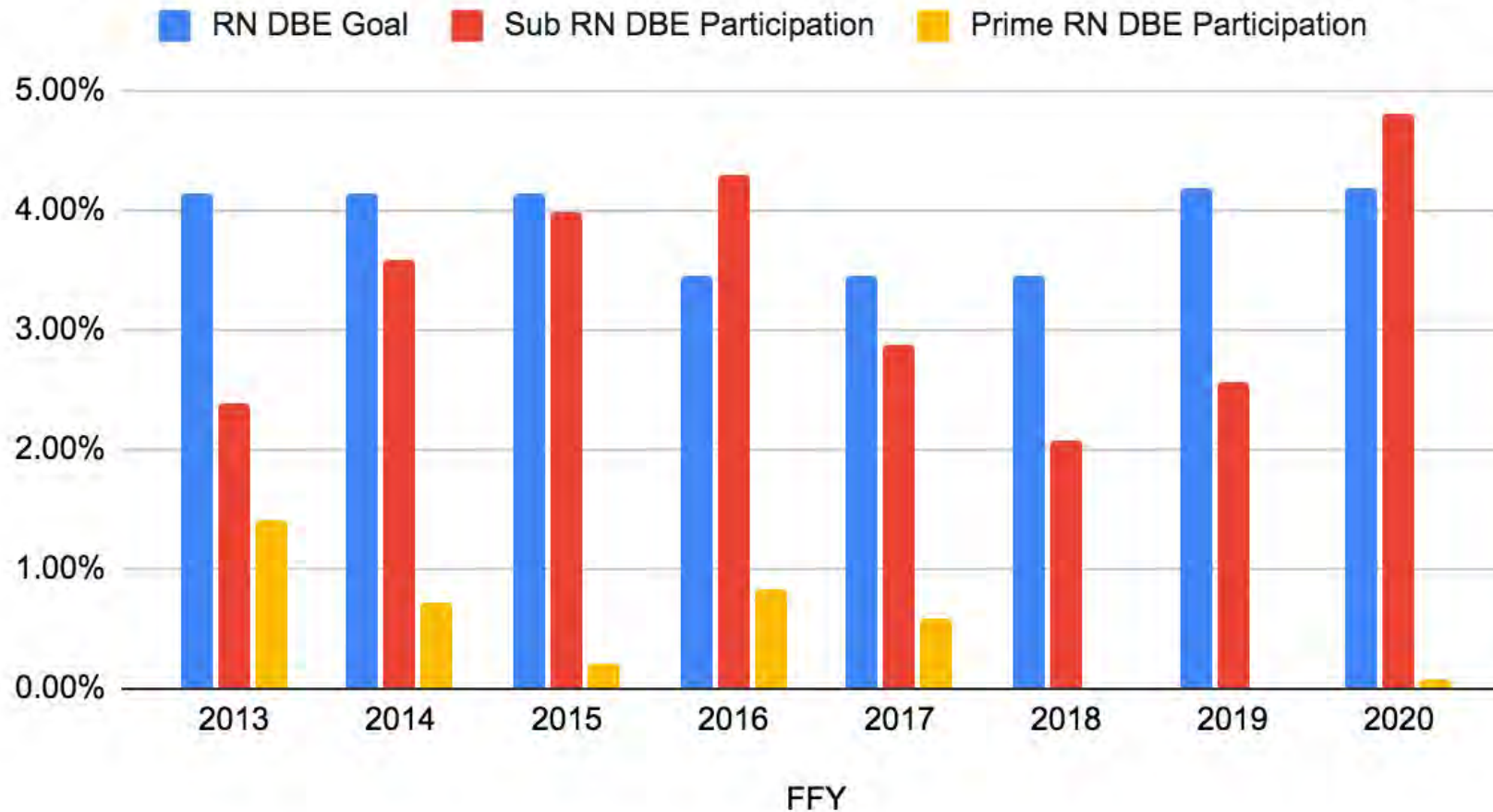
Supplemental Means

1. DBE subcontract goals on federal-aid contracts



Overall DBE Goal & Past DBE Prime Participation

Race Neutral DBE Goal vs. Actual Sub & Prime DBE Participation





Overall DBE Goal: What's to Come



Proposed Transportation Commission resolution to adopt new overall DBE goal

July 2021



Submittal of New Overall Goal to FHWA

August 2021



New Overall DBE Goal Effective

October 2021



DBE & ESB: Looking Forward

- **Tomorrow: Discuss & Act on Proposed Resolution #6: Adopt Modified ESB Rules**
- **Establish a workgroup to pursue an incentive for ESB prime contractors**
- **Continued discussion about the purpose of the ESB Program and positioning it to maximize impact for our small business community**
- **July: Resolution to adopt next 3-year overall DBE goal**





COLORADO
Department of Transportation

Questions & Comments

The Transportation Commission Workshops were held on Wednesday, April 14, 2021 and the Regular Meeting was held on Thursday, April 15, 2021. These meetings were held remotely in an abundance of caution due to the COVID-19 pandemic.

Documents are posted at <https://www.codot.gov/about/transportation-commission/meeting-agenda.html> no less than 24 hours prior to the meeting. The documents are considered to be in draft form and for information only until final action is taken by the Transportation Commission.

Transportation Commission Workshop NOTES

Wednesday, April 14, 2021, 11:45 am – 5:00 pm

Attendance:

All existing seated Commissioners were present: Commissioners Karen Stuart (TC Chair), Kathy Hall (TC Vice Chair), Bill Thiebaut, Shannon Gifford, Gary Beedy, Kathleen Bracke, Donald Stanton, Sidny Zink, Eula Adams, Barbara Vasquez, and Lisa Tormoen Hickey.

Joint Session with HTPE/BE: Discuss and Approval of Central 70 Refinancing Documents and Related Project Documents (Proposed Resolution #BE 3, #BE4, and #BE5) (Nick Farber and Keith Stefanik)

Purpose: The purpose of this joint session was to summarize the proposed changes to the Central 70 commercial and financial documents, including the Fourth Amendment to the Project Agreement (the “PA Amendment”), the 2021 Memorandum of Settlement, the Amended and Restated Intra-Agency Agreement (the “IAA”), and related financing documents associated with the refinancing of debt on the Project.

Action: Staff requested that the BE, HPTE Board of Directors (“Boards”) and the TC approve each respective resolution as submitted.

A formal meeting of the Bridge Enterprise (BE) Board was called to order.

Attendance/Roll Call: Transportation Commissioners Karen Stuart (Chair), Kathy Hall, Bill Thiebaut, Shannon Gifford, Gary Beedy, Kathleen Bracke, Donald Stanton, Sidny Zink, Eula Adams, Barbara Vasquez, and Lisa Tormoen Hickey.

CDOT staff and legal counsel affirmed that the proposed resolutions before the Board have been thoroughly reviewed and recommend their approval by the Board today.

Proposed Resolution #BE-21-4-3:

- No public comments were submitted.
- **Motion by Commissioner Hall to approve; Seconded by Commissioner Vasquez; Approved on April 14, 2021 unanimously.**

Proposed Resolution #BE-21-4-4:

- No public comments were submitted.
- **Motion by Commissioner Beedy to approve; Seconded by Commissioner Stanton; Approved on April 14, 2021 unanimously.**

Proposed Resolution #BE-21-4-5:

- No public comments were submitted.
- **Motion by Commissioner Hall to approve; Seconded by Commissioner Hickey; Approved on April 14, 2021 unanimously.**

Bridge Enterprise Board meeting was adjourned.

A formal meeting of the HPTE Board was called to order.

Attendance/Roll Call: Transportation Commissioner Shannon Gifford (Chair), Margaret Bowes, Cecil Gutierrez (Director), Travis Easton, Commissioner Karen Stuart, Anastasia Khokhryakova, and Transportation Commissioner Donald Stanton.

CDOT staff and legal counsel affirmed that the proposed resolutions before the Board have been thoroughly reviewed and recommend their approval by the Board today.

Proposed HPTE Resolution #354:

- No public comments were submitted.
- **Motion by Director Gutierrez to approve; Seconded by Margaret Bowes; Approved on April 14, 2021 unanimously.**

Proposed HPTE Resolution #355:

- No public comments were submitted.
- **Motion by Travis Easton to approve; Seconded by Commissioner Stanton; Approved on April 14, 2021 unanimously.**

The meeting of the HPTE Board was adjourned.

The regular Transportation Commission Workshops resumed.

Right of Way Condemnation Authorizations (2) (Steve Harelson)

Post Americo Real Property Condemnation Authorization Requests

Purpose: Summary presentations on proposed Region 4 right-of-way (ROW) condemnation authorization requests related to:

- I-25 Express Lanes SH 7 to SH 1, Project Code: 22831
- I-25 North: SH 402 to SH 14, Project Code: 21506

Discussion:

- Brief discussion centered on the negotiations between CDOT and landowners. Staff indicated that the lack of a counter-offer from the landowner is likely a strategy believed to leverage their position when it goes to condemnation.

Budget Workshop (Jeff Sudmeier and Bethany Nichols)

Purpose: To review the ninth amendment to the FY 2020-21 Annual Budget in accordance with Policy Directive (PD) 703.0.

Action: The Division of Accounting and Finance (DAF) is requesting Transportation (TC) review and approval of the ninth amendment to the FY 2020-21 Annual Budget. The ninth amendment consists of one item that requires TC approval resulting in the reallocation of \$1.0 million from System Operations to Agency Operations and repurposes \$1.0 million within Agency Operations from the ITS budget specifically for the Division of Maintenance and Operation's Joint Operations Area (JOA) budget.

Discussion:

- No Discussion

FY 2022 Office of Innovative Mobility (OIM) Budget Workshop and Progress Report (Kay Kelly)

Purpose: This workshop provided a review of the CDOT OIM accomplishments in FY21 and proposes an OIM project budget for FY22.

Action: This is presented as an informational item this month and the Commission will be asked to approve the FY 22 Innovative Mobility project budget as part of the May 2021 Budget Supplement.

Discussion:

- Regarding state employee Travel Demand Management (TDM) strategies, some Commissioners expressed a need to continue offering benefits such as the Eco Passes, so that when staff begin

returning to the workplace, they return to using public transit and other alternative means to commute. CDOT is working currently on alternatives to the Eco pass that would continue to provide paid transit service for workers.

- Commissioners expressed a desire to have a follow up presentation and discussion that gets more in-depth into CDOT's autonomous vehicle program to understand specifically what we are working towards.
- CDOT is collaborating directly with the Governor's Energy Office on an Electric Vehicle (EV) Equity Study to understand whether the State's investments into EV infrastructure and programs were equitably benefitting the state's more disadvantaged populations. In terms of infrastructure investments, the focus is to provide a comprehensive network of public charging that will benefit not just recreational travelers, but also the people living in those rural regions that commute on those routes.
- As large freight shippers and delivery companies expand to new distribution centers and consider fleet electrification, CDOT is working with the Freight Advisory Committee (FAC) and Colorado Motor Carriers (CMCA) to find ways to negotiate with the energy providers, to access grant funding programs and to generally help those electrification efforts be successful.
- Efforts are also made through the FAC and the CDOT Freight Office to find ways to help medium and smaller freight carriers benefit from logistics software and optimize their operations to improve mobility and reduce congestion.
- Some discussion also centered around support for providing greater resources for non-emergency medical transport in rural areas, and for including future freight needs considerations in long-term planning to alleviate congestion impacts, and to ensure certain industries are not unfairly impacted.
- Commissioners asked about how CDOT will manage knowing where disproportionately impacted communities are in the efforts to reduce greenhouse gas emissions. The Colorado Department of Public Health and Environment (CDPHE) is developing a tool called the "climate equity data viewer", which combines a number of demographic data points with air quality and climate data to provide a census block level scoring. This will support equitable implementation of the state's greenhouse gas (GHG) reduction and electrification efforts, and potentially have a direct effect on the competitive selection of projects to be funded.

SB 267 Year 3 (Rebecca White and Sharon Terranova)

Purpose: In February, staff provided a recap of the Senate Bill 17-267 (SB 267), Senate Bill 18-001 (SB 1), Senate Bill 19-262 (SB 262) funding decisions and fluctuations, and projects funded to date in Years 1 and 2 along with federal stimulus funding. In March, staff presented SB 267 Year 3 Project Options (Highway + Transit) focused on bringing us closer to our regional equity goals. The Year 3 project options assumed a funding scenario of approximately \$500 million.

This workshop built onto the information presented over the last two months to provide summary statistics about what the delivery of Year 3 projects will accomplish for the state for both highways and transit (mobility hubs). An update on Burnham Yard was also a part of this briefing.

Action: No Action is required.

Discussion:

- Staff provided a summary of the projects proposed for funding, assuming \$500 million in proceeds and \$50 million going to Transit.
- Staff clarified that the 580 miles of resurfacing provided in the rural paving program are not fully funded through the SB267 funds, but are combined with other surface treatment and bridge enterprise funds to deliver the full program.
- Once the actual amount of COP proceeds are determined, staff will return to the TC to finalize the project selection.

Burnham Yard Acquisition - Update (Nick Farber)

Purpose: To provide an update on the acquisition plan for Burnham Yard and to respond to questions and concerns raised during the February Commission meeting regarding future I-25 development plans, partnership

funding, and potential financial risks to CDOT in acquiring and later selling parcels that are not needed for transportation-related development.

- The Office of Economic Development and International Trade (OEDIT) will contribute \$5 million to mitigate the potential financial risk to CDOT for currently unknown environmental cleanup costs.
- CDOT is under a deadline to close on the purchase by May 27. The Commission will consider approval in May of the Interagency agreement with HPTe and approval of the purchase agreement.

Mobility Hubs Program Overview (Kay Kelly)

Purpose: To provide an overview and description of CDOT's program to develop Mobility Hubs.

- Mobility Hubs are "transportation centers at select locations, which emphasize multimodal options, seamless mode-to-mode transitions, real-time passenger information, convenience, and opportunities to create higher intensity transit friendly development surrounding these hubs."
- CDOT Mobility Hub program seeks to re-envision traditional park and ride facilities and locations to support increased transit ridership, increase safety and reduce travel times, decrease vehicle miles of travel (VMT), mitigate air quality impacts, and decrease congestion on major corridors.
- CDOT currently has 20 Mobility Hub locations planned and 16 currently prioritized in the 10-year Plan.

Discussion:

- Some Commissioners felt bicycle facilities should be a mandatory or at least a recommended feature of any Mobility Hub, such as bike racks or lockers, as well as pedestrian facilities if they are not already present.
- CDOT executes agreements with the local entities that set maintenance expectations and also makes arrangements for safety, policing, snow removal and other public needs.
- Hub locations are located based on analysis of travel demand patterns and proximity to users, with consideration of population demographics to ensure equal environmental justice.
- Concerning commercial activities within Mobility Hubs that provide conveniences such as a coffee shop, staff affirmed that it is strictly prohibited from commercializing public right of way. Staff were asked to look into whether there would be any possibility of allowing commercial developments within a Mobility Hub, but outside of the public right of way.

1601 Interchange Approval Policy Directive Revision (Aaron Willis)

Purpose: Staff is seeking TC approval of the revised interchange approval policy 1601. Staff will submit the interchange approval procedural directive to the CDOT Executive Director for approval later this month.

Action: Staff is requesting TC approval of the revised 1601 Policy Directive.

Discussion:

- Staff clarified that although the accompanying Procedural Directive was included in the packet, only the Policy Directive is being considered for adoption by the Commission.
- The wide range of TDM strategies that are considered if implemented individually or in combination with others will achieve the intended reduction goals and therefore can be suited to the variety of situations that exist around the state, both urban and rural.
- Some believed CDOT may be overreaching its authority with a policy and procedure that presents a broad range of what could be required for an interchange approval and by trying to limit over time, what businesses and local governments can and can't do in the area of an interchange. Staff clarified that the intent in the policy is that local entities would maintain in perpetuity the TDM elements to which it agreed, but in no case would CDOT be going back several years later to challenge an entity on

whether they maintained the reduction goals. In all cases, it will be a local government as the applicant and they, in turn, are working out the details with developers and businesses.

Update on GHG Proposed Rulemaking and Policy Directive (Rebecca White and Theresa Takushi)

Purpose: This workshop presented an updated status of the GHG Transportation Policy/Rulemaking Process.

Action: N/A

Discussion:

- The Air Quality Control Commission is in the process of taking up a new regulation that would apply a greenhouse gas standard to our transportation plans and CDOT has had a very active role in development of the standard.
- Commissioners questioned whether it was more appropriate that the GHG Reduction Rule is being done by the Air Quality Control Commission (AQCC) than the Transportation Commission. The authority lies with the AQCC according to House Bill 1251, but the details of implementation will be set by the Commission. The AQCC will be invited to participate in conversations with the Commission to discuss the nature and details of the rule-making and its implementation to maintain appropriate level of authority with the CDOT.
- CDPHE continues to use a 100-year climate forcing calculation for methane equivalent, which is not consistent with 20 or 25-year baseline used by the Intergovernmental Panel on Climate Change (IPCC), and therefore may inaccurately show transportation as the current number one contributor to greenhouse gases. CDPHE has been encouraged to shift to the IPCC standard but has not done so.
- Considering CDOT can only affect a small amount of the total GHG's contributed through transportation, CDOT is taking care to set its obligations to GHG reduction at a commensurate level to its ability to control those GHG reductions.
- CDOT will need to consider how to provide leadership with its MPOs and other planning partners to encourage GHG reduction criteria be on-par with safety, mobility and equity, etc. when evaluating transportation projects. Increasing freight rail usage and investments in rail facilities will also be critical in maximizing reductions of VMT and emissions.

Environmental Overview (Rebecca White and Jane Hann)

Purpose: The purpose of this workshop was to present a summary of CDOT's Environmental Programs.

Action: Informational. No action required.

Discussion:

- Concerning CDOT's ability to maintain high standards for hazardous materials cleanup resulting from roadway spills, CDOT has a spill management plan that specifically addresses the standards and processes both our hazmat teams and outside contractors follow.
- Regarding snow-fences, CDOT is currently exploring live native shrubs as an alternative to the traditional wooden snow fences.

Meeting Adjourned close to 5:00 pm

Transportation Commission Regular Meeting

Thursday, April 15, 2021, 9:00 am to 11:00 am

Call to Order, Roll Call:

All 11 Commissioners were present: Commissioners Karen Stuart (TC Chair), Kathy Hall (TC Vice Chair), Bill Thiebaut, Shannon Gifford, Gary Beedy, Kathleen Bracke, Sidney Zink, Eula Adams, Donald Stanton, Barbara Vasquez, and Lisa Tormoen Hickey.

Open Public Hearing and Receive Public Comments for Draft FY 2022-2025 Statewide Transportation Improvement Program (STIP) (Jamie Collins)

- Jamie Collins, CDOT STIP Manager, was available to hear any public comments. The FY 2022-2025 STIP Public Comment Period is now formally open and will be open until May 14, 2021.

Public Comments

- One written comment from Randy Wheelock in support of Bustang Micro-transit program was received.

Comments of Individual Commissioners

- Commissioner Hickey attended a recent outreach meeting that CDOT hosted to listen to the public voice concerns about safety on SH 115 from Penrose to Canon City, where aggregate quarries generate high truck traffic along a winding two-lane highway. At the same time the scenic beauty along the corridor, shows a real mix of the uses of the highway system, and the importance of balancing quality of life concerns and economic vitality concerns. This meeting really showed CDOT's commitment to responding and listening to the public's concerns, and also highlighted how badly we need funding to address these concerns.
- Commissioner Vasquez commented on the incredible depth and capability that was demonstrated at the workshop meeting yesterday. She called the public's attention to the accessibility of the workshop content through you tube, and how informative she thinks it would be for the public. She thanked Kay Kelly's Innovative Mobility Office staff for the brief on their accomplishments and what they plan for the year ahead.
- Commissioner Zink commended Julie Constan in how well she is doing in her new role as Regional Transportation Director (RTD) for Region 5. She attended six zoom county meetings, and a Transportation Planning Region (TPR) meeting, and she really appreciates how convenient zoom is making these meetings despite also being tired of the virtual format.
- Commissioner Stanton expressed appreciation for Randy Wheelock's comment about van micro transit, and was excited by all the topics that were discussed in workshop yesterday, and noted that he is proud of such innovative and resilient staff at CDOT.
- Commissioner Adams attended the April Statewide Transportation Advisory Committee (STAC) meeting, and it was really excited to see the work with all of the constituents. He attended Conference of Minority Transportation Officials (COMTO) meeting yesterday with Representative Gray and Winter to discuss the transportation legislation that was presented. Learning about the legislation inspired him to take a closer look at the history of legislation, and he is impressed with how thorough the new initiative is, and how many issues it addresses in a groundbreaking way.
- Commissioner Gifford – No comment.
- Commissioner Bracke echoed the appreciation for staff's work in the outreach that is going on around the reduction of GHG effort. The new legislation isn't perfect, but she thinks it's a good approach, balancing all the needs and challenges that the state faces. She is excited to see the federal infrastructure proposal as well, and is staying optimistic that it moves forward. She attended the North Front Range Metropolitan Planning Organization (MPO) meeting, and the North I-25 meeting, and expressed appreciation for all of the work around Northern Colorado
- Commissioner Beedy participates on the Freight Advisory Council (FAC), looking at how to better integrate freight planning into CDOT's practices. A follow up to Commissioner Thiebaut's comments regarding the importance of integrating different modes, was emphasizing addressing the overall system instead of focusing solely on issue specific initiatives like GHG, and maintaining a broad perspective to solve issues on a comprehensive scale.
- Commissioner Thiebaut echoed the comments from Commissioner Hickey about SH 115, and noted that it can be very unsafe if it isn't constantly kept up and improved. Ever since childhood he has traveled that road from Penrose to Colorado Springs, and he can attest to it being a safety concern. He also noted a great restaurant on the corridor that everyone should experience at some point called Juniper Valley Restaurant. He thanked staff in general, particularly, Herman and Jennifer's work preparing Commissioners for these meetings.

- Commissioner Hall remarked on how wonderful it was to see Executive Director Lew in person following her hard work on Little Blue Canyon. She commented on how exciting the groundbreaking ceremony was given all the work that went into making the project a reality. She welcomed Julie Constan as the new Region 5 RTD, and thinks Julie will be excellent in that position. Commissioner Hall has been working with Grand Junction and Mesa County on the mobility hub opportunity in that area.
- Commissioner Stuart expressed appreciation for Commissioner Hall's unique ability to get people engaged in projects like the mobility hubs. She commented on how impressed she was with the workshop presenters yesterday, and how exciting it is to see all the opportunities that are on the table now, and the opportunity to reduce GHG. Commissioner Stuart expressed how grateful and excited she is to be a part of it. She attended a number of listening sessions regarding the new funding bill, and is happy with how many good components the bill includes. She looks forward to seeing a draft bill soon. She commented on how far sustainable efforts have come from her days as Chair of Earth Day when she was in college. Her one big contribution in the past was developing a method for cooking hotdogs on a solar aluminum contraption, and is happy to see how much we've progressed since then. Appreciation was expressed for how collaborative the Memorandum of Understanding (MOU) for the Front Range Rail process was. Commissioner Stuart also attended a North Area Transportation Alliance meeting where Rebecca White, CDOT Division of Transportation Development Director, came to talk about the expanded Revitalizing Main Streets (RMS) program, and highlighting what that money can do. She echoed commissioner Bracke's I-25 proposal for improvements on I-25, and noted that it will be interesting to see if that moves forward. The amount of information that we got yesterday was pretty extraordinary, and provided a special thanks to Jane Hann, CDOT Environmental Programs Branch Manager, for the briefing on the environmental programs at CDOT.

Executive Director's Report (Shoshana Lew)

- The highlight of this month has been the opportunity to get out and see the progress on so many projects. She commented on how much she enjoyed engaging with the public to talk to them about their concerns on a tour of the Little Blue Canyon site. Although there were some difficult conversations, she was impressed with how the CDOT team went the extra mile to address concerns, and really taking the time to demonstrate what a great project it will be despite the challenges.
- A visit to the Delta Dips project occurred between Delta and Grand Junction,
- A visit to Montrose was exciting, and was pleased to see what Montrose has been able to achieve with support from CDOT Region 3. There are some really innovative multimodal projects including an underpass to improve connections to a multimodal path.
- There were a lot of discussions about the legislative funding package, and CDOT has been providing technical support for this effort.
- There is also exciting movement on the stimulus, and it's been wonderful to see the level of enthusiasm over the innovative programs being considered as part of stimulus.

Chief Engineer's Report (Steve Harelson)

- Chief Engineer Harelson provided a brief summary of a really interesting FLAP grant project on Mount Evans where they are conducting research to understand how to mitigate for significant frost damage around the lake. Because it passes through a wetland there are huge regulatory hurdles that add an extra layer of complexity to the project. They went into the project with the assumption that the impermeable road base that was used in 1920s was blocking the drainage flow, and hitting the impermeable barrier that was freezing at night. Given this theory they thought they would need to reconstruct the road with permeable material. But researchers actually found an alternative, and instead of the blocking the flow, the roadway heat that was generated in the summer and thawing the permafrost every summer was getting sucked under rather than flowing to wetlands. So now a solution is being developed to address the newly identified problem.
- Commissioner Beedy requested that Chief Engineer Harelson look into the possibility that a similar dynamic could be at play in the 6" shift of the road in his region from season to season.
- Commissioner Vasquez commented that she shared the excitement about a hypothesis being turned on its head, being a scientist.

High Performance Transportation Enterprise (HPT) Director's Report (Nick Farber)

- At the last board meeting they discussed an effort to explore the possibility of low income tolling for the Elyria-Swansea neighborhood on Central 70 and also discussed an unsolicited proposal for North I-25.
- They heard from Northeast Transportation Connections on a Transportation Demand Management (TDM) effort for Central 70.
- They approved their budget, which includes funding equipment for Westbound Mountain Express lanes project with toll revenue.
- They have been working hard on the Burnham Rail Yard acquisition, and that he will be leaving momentarily to meet with Colorado Office of Economic Development and International Trade (OEDIT) committee about the project.
- They received a triple B flat rating, just one level below investment grade, for the I-25 project, so they are now kicking off credit worthiness phase for the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan.
- They received an unsolicited proposal for I-25 North from segment 2 to segment 8. The proposal passed the threshold review and will proceed to phase 1 of the review for unsolicited proposals. He reminded the TC members that even if proposal makes it through this process, it then goes through the normal procurement process outlined in the P3 management guidelines.
- In response to a question from Commissioner Bracke about how the unsolicited proposal will impact the Build America Bureau process, Nick responded that they will work in parallel, so they will continue to work with the Build America Bureau, and the unsolicited proposal won't slow down that path.

Office of Government and Policy Relations Legislative Report (Andy Karsian)

- The State Budget has been the primary focus this month. The Budget passed the Senate with 35 amendments that came through Senate debate, which still went pretty quickly considering all the amendments.
- In the House there were 95 amendments that were discussed yesterday, and about nine had to do with transportation mirroring the Senate earmarking funds for transportation projects that had already been funded. One legislator wanted to take \$42 million away from the state employee raise to dedicate for C-470. None of these transportation amendments got into the budget, so the budget passed the House on the second reading, and it will be finalized today. It then goes to the Joint Budget Committee (JBC), which will be the deciding committee on what final amendments will remain. The budget that passed the Senate was about \$30 million in general funds in addition to what the JBC had allocated. The House stripped away all of that, added their own amendments, so now it is \$50 million in general funds above what the JBC had allocated. There was around a \$50 million window for JBC to work with to backfill for the pandemic, so we will see what the JBC does with that next week.
- For CDOT a dialysis program failed this year. The sponsor postponed in favor of working with stakeholders.
- Front Range Passenger Rail (FRPR) legislation is creating a district along the Front Range, and if it were to pass, it would include all counties along the corridor to form a rail district, and they could then put funding measures on the ballot. This draft legislation has strong sponsorship in both houses.
- They are drafting language for a funding bill, and also having conversations about environmental justice. Those will be top points of what we end up seeing in the bill.

Federal Highway Administration (FHWA) Colorado Division Administrator's Report (John Cater)

- Pedestrian safety continues to be an area of priority.
- There was the Safe Transportation for Every Pedestrian (STEP) workshop to help local governments understand the tools available to improve pedestrian safety. This one was for Denver, and was so successful that FHWA is going to hold another. The workshop covered pedestrian refuge islands, hawks and beacons as some strategies as potential solutions that can be implemented. Later today a best practices webinar between CDOT and the Virginia DOT is focusing on what CDOT is doing for pedestrian safety.

- Good news tracking: In terms of tracking money, Colorado has the lowest rate of holding money in the country at 0.13% showing that money gets put to use quickly, so hats off to Executive Director Lew and the CDOT Division of Accounting and Finance (DAF).

Statewide Transportation Advisory Committee (STAC) Report (STAC Chair, Vince Rogalski)

- Interest was expressed in conducting in-person meetings again, so we think we might return in June, but will look into improvements to remote options for those that would need to travel long distances otherwise.
- Legislative update on the funding bill. All the issues in this bill and several MMOF programs and questions arose around whether it would continue to be distributed by the current formulas. Conflicting information was coming from other sources. The MMOF program would continue to be available for operating expenses associated with transit. Some expressed concern that the current match requirements are too restrictive and requested the match be lowered 20% to create a steady stream for MMOF investments that doesn't exist now. Some STAC members disagreed with reduction in FASTER funding. There were questions about electric vehicle (EV) fees being implemented too gradually given that EV is starting to increase, and we should be capturing that. Alternative VMT-based fee is not being implemented, and they requested that locals distribute the funding. Some discussed the need for a package fee and curb management fees to address current issues related to trucks stopping in the middle of the road to make deliveries.
- Micro-transit: There were comments about this being provided by the private sector. CDOT responded that this would be a different service than what is offered privately from airports. The STAC voted to approve this.
- They went through SB267 year 3 projects as a review.
- GHG rulemaking update: There is some concern about land use being a local decision and that the GHG rules can't include land use requirements, and they understood that reduction of goal is still a concern. There is concern that regulating air quality infringes on the authority of the Environmental Protection Agency (EPA).
- Jamie Collins provided an update on the FY 2022-2025 STIP approval process.
- A brief update on PD 1601, Interchange Approval Process was provided, as was done in previous meetings, and the STAC agreed that that should move forward.
- Commissioner Stuart commented on how helpful she finds attending the STAC meetings.

Act on Consent Agenda – Passed unanimously on April 15, 2021. Motion by Commissioner Gifford, Second by Commissioner Hall

1. Proposed Resolution #1: Approve the Regular Meeting Minutes of January 4th (Special Meeting) and March 18, 2021 (Herman Stockinger)
2. Proposed Resolution #2: IGA Approval >\$750,000 (Steve Harelson)
3. Proposed Resolution #3: Central 70 Amended and Restated Inter-Agency Agreement (Keith Stefanik)
4. Proposed Resolution #4: Disposal: US 85 & Dartmouth Ave. (Parcels 24RevA-EX & 24RevB-EX) (Paul Jesaitis)
5. Proposed Resolution #5: Disposal: SH 128 & Colmans Way (Parcel AP205-EX) (Paul Jesaitis)

Discuss and Act on Proposed Resolution #6: Condemnation Authorization #1: (Steve Harelson) – Passed unanimously on April 15, 2021. Motion by Commissioner Bracke, Second by Commissioner Vasquez

- The properties concerned are owned by Murdoch LLC on the westerly side of I-25 north of SH 60.
- Commissioner Zink asked if they know why there was no counteroffer, and if they confirmed receipt of the notice.
- The Chief Engineer Harelson responded that they followed the required timeframes before proceeding to ensure due process, and in this case they know that they did not receive a counteroffer intentionally

as it is common practice of not making a counteroffer to preserve leverage during a court case, which appears to be the situation here.

Discuss and Act on Proposed Resolution #7: Condemnation Authorization #2: (Steve Harelson) – Passed unanimously on April 15, 2021. Motion by Commissioner Bracke, Second by Commissioner Gifford

- The property in question is on easterly side of I-25 just south of Harmony road.

Discuss and Act on Proposed Resolution #8: 10th Budget Supplement of FY 2021 (Jeff Sudmeier) –No action needed this month

- There is no specific request in the supplement this month, which just includes a transfer from the maintenance reserves.

Discuss and Act on Proposed Resolution #9: 9th Budget Amendment of FY 2021 (Jeff Sudmeier) – Passed unanimously on April 15, 2021. Motion by Commissioner Stanton, Second by Commissioner Hall

- This month's amendment consists of a request to reallocate \$2 million from the Intelligent Transportation System (ITS) budget to put to the Division Joint Operations Build project. This will be a reallocation, and repurposing from the ITS budget.

Discuss and Act on Proposed Resolution #10: Bustang Micro transit (Kay Kelly and Mike Timlin) – Passed unanimously on April 15, 2021. Motion by Commissioner Hall, Second by Commissioner Stanton

- This is for service on I-70 to address congestion through the corridor, and the budget has been adjusted down to account for American Disabilities Act (ADA) accessibility capability for the vehicles.
- Mike Timlin responded to questions from Commissioner Beedy that the law is very clear that all transit vehicles need to be ADA accessible regardless of the funding source, and that there is a \$20,000 price difference between vans with and without ADA accessibility.
- Commissioner Bracke expressed that this is a great project and a great example of innovative transit that she hopes can serve as a model for other areas of the state such as Estes Park.
- Commissioner Hall was excited to see how effective this program is, and was excited to see the follow up reports on this topic.

Discuss and Act on Proposed Resolution #11: Interchange Approval 1601 Policy Revisions (Aaron Willis) – Passed unanimously on April 15, 2021. Motion by Commissioner Vasquez, Second by Commissioner Stanton

- Commissioners praised what fantastic outreach was done on the TDM portion of this effort.

Discuss and Act on Proposed Resolution #12: Proposed Name Change along Central 70 ROW (Keith Stefanik) – Passed unanimously on April 15, 2021. Motion by Commissioner Gifford, Second by Commissioner Stanton

- In the fall of 2020, CDOT received a request from the City and County of Denver for a name change for a local road adjacent to I-70, called Stapleton Rd. While that section is within CDOT's ROW for the Central 70 project, it will be deeded back to Denver once the project is done. CDOT has no objection to Denver's request.
- Commissioner Stanton said he appreciated the efforts from CDOT and Commissioner Gifford regarding this request.
- Commissioner Gifford commented on what a smooth process she found this to be because of how well informed the CDOT team was.

Announcement of the Close of the Public Hearing and Receipt of Public Comments for the Draft FY 2022-2025 Statewide Transportation Improvement Program (STIP) (Jamie Collins)

- Jamie Collins, CDOT STIP Manager, announced the closure of the FY 2022-2025 STIP Public Comment Period.

Recognitions:

- **Environmental Awards (Rebecca White and Troy Halouska)**
 - The Innovative Environmental Process Award was presented to Troy Rice, Mike Shreiber, and Greg Fisher for the creation of the Permanent Stabilization Checklist.
 - The Environmental Support and Maintenance Award was presented to Tyler Weldon for the Statewide Post Construction Landscape Establishment Fund.
 - The Special Environmental Contributor award was presented to Shelley Broadway for a GIS environmental scoping tool developed.
 - The Best Environmental Project Award was presented to the I-70 G Edwards Phase II project team, Martha Miller, Karen Berdoulay, Matthew Figgs, Jacob Rivera, Jennifer Klaetsch, Leslie Modrick, Cynthia Beck, Paula Durkin, Jon Leyba, and Catherine Ventling.
 - Commissioner Hall expressed her gratitude for these important projects, and wished she could give them standing ovations in person.
 - Commissioner Vasquez congratulated the winners for their achievements.
 - Commissioner Stuart said it's wonderful to promote this and increase awareness around these services.
 - Commissioner Hickey thanked the teams for their hard work and remarkable expertise that they bring to solving these problems.

Other Matters:

Meeting Adjourned at 10:57 am.



COLORADO
Department of Transportation
Office of the Chief Engineer

Engineering Contracts
2829 W. Howard Place, Ste. 339
Denver, CO 80204-2305

Memorandum

TO: Transportation Commission

FROM: Marci Gray & Lauren Cabot

DATE: May 4, 2021

SUBJECT: Intergovernmental Agreements over \$750,000.00

Purpose Compliance with CRS §43-1-110(4) which requires intergovernmental agreements involving more than \$750,000 must have approval of the Commission to become effective. In order stay in compliance with Colorado laws, approval is being sought for all intergovernmental agencies agreements over \$750,000 going forward.

Action CDOT seeks Commission approval for all IGAs contracts identified in the attached IGA Approved Projects List each of which are greater than \$750,000. CDOT seeks to have this approval extend to all contributing agencies, all contracts, amendments and option letters that stem from the original project except where there are substantial changes to the project and/or funding of the project.

Background CRS §43-1-110(4) was enacted in 1991 giving the Chief Engineer the authority to negotiate with local governmental entities for intergovernmental agreements conditional on agreements over \$750,000 are only effective with the approval of the commission.

Most contracts entered into with intergovernmental agencies involve pass through funds from the federal government often with matching local funds and infrequently state money. Currently, CDOT seeks to comply with the Colorado Revised Statutes and develop a process to streamline the process.



Next Steps Commision approval of the projects identified on the IGA Project List including all documents necessary to further these projects except where there are substancial changes to the project and/or funding which will need reapproval. Additionally, CDOT will present to the Commission on the Consent Agenda every month listing all of the known projects identifying the region, owner of the project, project number, total cost of the project, including a breakdwn of the funding source and a brief description of the project for their approval. CDOT will also present any IGA Contracts which have already been executed if there has been any substantial changes to the project and/or funding.

Attachments IGA Approved Project List



DATE: May 7, 2021
TO: Transportation Commission
FROM: Stephen Harelson, P.E. Chief Engineer
SUBJECT: I-76 and Pecos (Parcel 1-EX) - Disposal

Purpose

CDOT Region 1 is proposing to dispose of ~127,725 sq. ft. (2.932 acres) of right of way that is no longer needed for transportation or maintenance purposes. The property will be conveyed to Adams County at nominal value.

Action

CDOT Region 1 is requesting a resolution approving the disposal of ~127,725 sq. ft. (2.932 acres) of right of way that is no longer needed for transportation or maintenance purposes.

Background

The parcel was acquired in 1949 for use as a gravel pit. Gravel pit operations ceased many years ago and the property is currently vacant. Parcel EX-1 is composed of 2.932 acres, a portion of the original 13.097 acre parcel. CDOT will retain the majority of the original parcel for future use. Parcel EX-1 contains ~127,725 sq. ft. (2.932 acres) and is outside of the right of way necessary for I-76.

Details

Adams County would like to purchase Parcel 1-EX for incorporation into the County's park project. Parcel 1-EX includes a portion of Clear Creek and the creekside area North of the CDOT pond. Adams County plans to add recreational water features to Clear Creek. Pursuant to 23 CFR 710.403(e), the parcel will revert to CDOT in the event Clear Creek County ceases to use the parcel for social, environmental, economic or nonproprietary governmental use. CDOT Region 1 has determined that this property is not needed for maintenance or transportation purposes. The disposal of the subject property will have no effect upon the operation, use, maintenance or safety of the highway facility. The disposal of Parcel 1-EX will be for nominal value in accordance with 23 CFR 710.403.

Key Benefits

CDOT will be relieved of maintenance responsibilities and liability associated with this parcel.

Next Steps

Upon approval of the Transportation Commission, CDOT will convey Parcel 1-EX in accordance with C.R.S. 43-1-210(5). CDOT will execute a quitclaim deed to convey the subject property. The deed will be recorded in the office of Adams County Clerk and Recorder.

Attachments

Exhibits Depicting the Disposal Parcel

EXHIBIT "A"

PROJECT CODE: N/A
PROJECT NUMBER: N/A
PARCEL: 1-EX
DATE: JANUARY 18, 2021

DESCRIPTION

A TRACT OR PARCEL OF LAND, 1-EX OF THE ADAMS COUNTY, STATE OF COLORADO, PROJECT CODE N/A, PROJECT NUMBER N/A, CONTAINING 127,725 SQUARE FEET (2.932 ACRES), MORE OR LESS, LOCATED IN THE NW ¼ OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2B REV OF THAT CORRECTION DEED QUITCLAIM DEED RECORDED AT RECEPTION NO. 2017000089773 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID CORNER ALSO BEING ON THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 371 AT PAGE 45 RECORDED IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER; WHENCE THE WEST ¼ CORNER OF SECTION 9, A 3 1/4" ALUMINUM CAP STAMPED "PLS 36072", BEARS S12°20'56" W, A DISTANCE OF 1348.41 FEET;

1. THENCE N89°51'50"E ALONG THE NORTHERLY LINE OF SAID BOOK 371 AT PAGE 45 A DISTANCE OF 646.24 FEET;
2. THENCE S37°06'22"W A DISTANCE OF 163.04 FEET;
3. THENCE S76°42'31"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 123.96 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 87°24'05", A RADIUS OF 103.61 FEET, A CHORD BEARING S88°11'12"W A DISTANCE OF 143.17 FEET, AND AN ARC DISTANCE OF 158.05 FEET;
5. THENCE S70°57'29"W A DISTANCE OF 110.57 FEET;
6. THENCE S76°22'45"W A DISTANCE OF 189.40 FEET;
7. THENCE N88°12'37"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.71 FEET;
8. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 62°48'51", A RADIUS OF 71.60 FEET, A CHORD BEARING S62°33'57"W A DISTANCE OF 74.62 FEET, AND AN ARC DISTANCE OF 78.50 FEET;
9. THENCE S33°29'27"W A DISTANCE OF 150.39 FEET;
10. THENCE S89°47'41"W A DISTANCE OF 15.68 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 2B REV OF RECEPTION NO. 2017000089773;

THENCE ALONG SAID EASTERLY LINE OF PARCEL 2B REV THE FOLLOWING NINE (9) COURSES:

1. THENCE N00°13'40"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 25.00 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°20'31", A RADIUS OF 85.00 FEET, A CHORD BEARING N14°26'25"E A DISTANCE OF 43.06 FEET, AND AN ARC DISTANCE OF 43.53 FEET;

3. THENCE N29°06'41"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 127.15 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 49°06'26", A RADIUS OF 25.00 FEET, A CHORD BEARING N53°39'54"E A DISTANCE OF 20.78 FEET, AND AN ARC DISTANCE OF 21.43 FEET;
5. THENCE N78°13'07"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 29.02 FEET;
6. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 138°59'26", A RADIUS OF 43.10 FEET, A CHORD BEARING N78°13'07"E A DISTANCE OF 80.73 FEET, AND AN ARC DISTANCE OF 104.54 FEET;
7. THENCE N15°02'21"W A DISTANCE OF 125.78 FEET;
8. THENCE N79°01'25"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 63.61 FEET;
9. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°25'58", A RADIUS OF 45.00 FEET, A CHORD BEARING N33°48'26"E A DISTANCE OF 63.88 FEET, AND AN ARC DISTANCE OF 71.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 127,725 SQUARE FEET (2.932 ACRES), MORE OR LESS.

PROJECT BASIS OF BEARINGS: BEARINGS ARE GRID BEARINGS OF THE "ADAMS COUNTY GPS CONTROL 1999" COLORADO STATE PLANE COORDINATE SYSTEM OF 1983(92), CENTRAL ZONE AND ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 9, T.3S., R.68W., 6TH P.M., BEARING N00°13'40"W BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 9, T.3S., R.68W., 6TH P.M., BEING A FOUND 3 1/4" ALUMINUM CAP STAMPED PLS 36072 AND THE NORTHWEST CORNER OF SAID SECTION 9, T.3S., R.68W., 6TH P.M. BEING A FOUND 3 1/4" ALUMINUM CAP STAMPED PLS 24673 IN RANGE BOX.



FOR AND ON BEHALF OF MERRICK & COMPANY
KENNETH G. OUELLETTE, PLS 24673

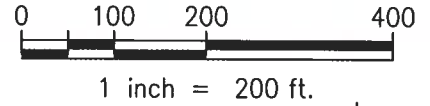
DATE: 1-18-21

5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111

(303) 751-0741

EXHIBIT MAP

NW CORNER SEC 9
T3S, R68W, 6th PM
FOUND 3-1/4" ALUMINUM CAP
IN RANGE BOX
STAMPED: PLS 24673



MONUMENT LEGEND

- ◆ ALIQUOT CORNER AS DESCRIBED
- FOUND 2" ALUMINUM CAP
FLUSH WITH GROUND
STAMPED: PLS 24673
- SET #5 REBAR WITH 2" ALUM CAP
FLUSH WITH GROUND
STAMPED: PLS 24673
- FOUND CDOT 3-1/4" ALUMINUM CAP
FLUSH WITH GROUND
STAMPED: COLORADO DEPARTMENT OF TRANSPORTATION ROW PLS 24673

PARCEL NO. NW-BNSF
RTD NORTHWEST
CORRIDOR COMMUTER
RAIL PROJECT
REC. NO. 2019000112302

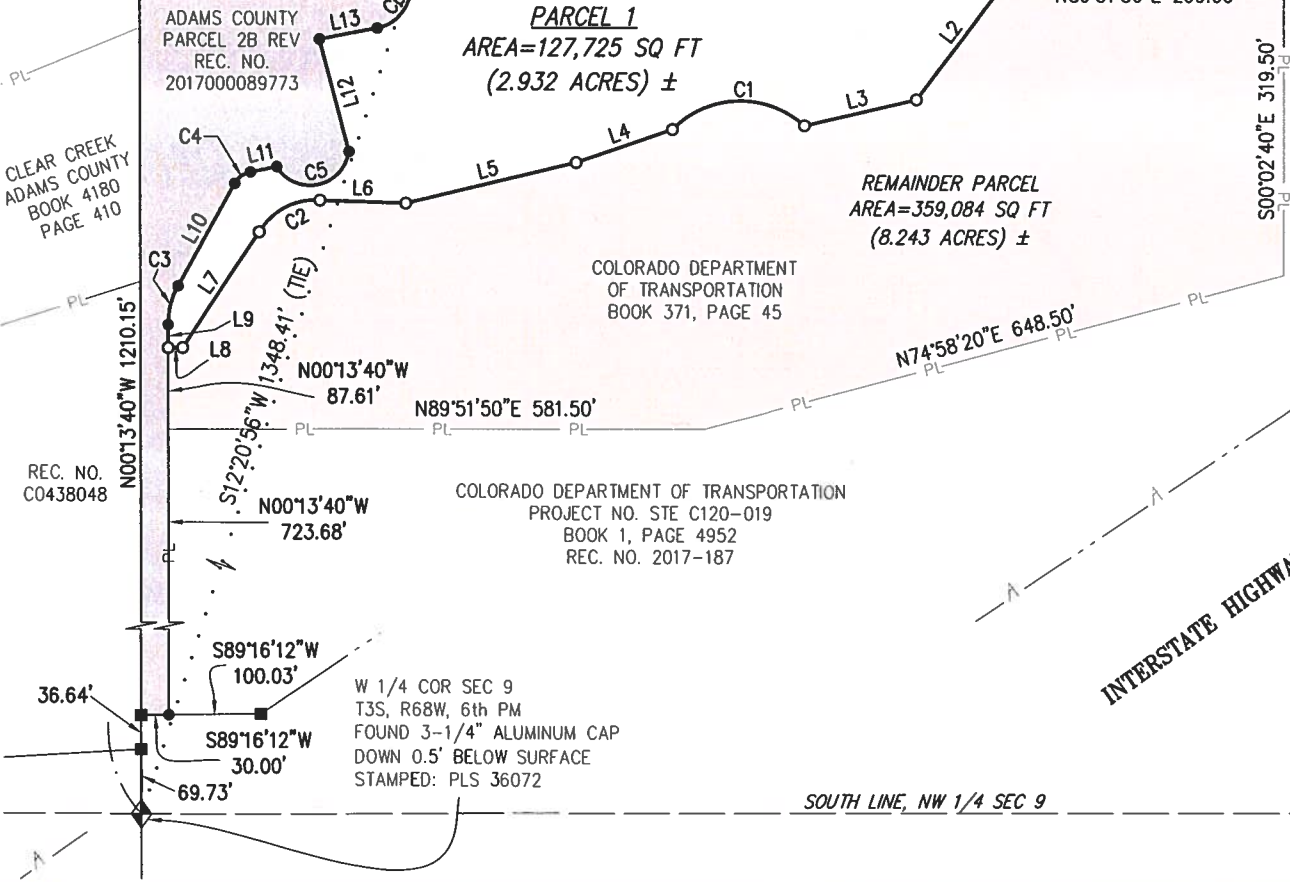
ADAMS COUNTY

NW 1/4
SEC 9
T3S, R68W
6TH P.M.



WEST LINE, NW 1/4 SEC 9 - BASIS OF BEARINGS

P.O.B. PARCEL 1-EX
TIE: W 1/4 CORNER SEC 9
BEARS S12°20'56"W 1348.41'



CLEAR CREEK
ADAMS COUNTY
BOOK 4180
PAGE 410

REC. NO.
C0438048

COLORADO DEPARTMENT
OF TRANSPORTATION
BOOK 371, PAGE 45

COLORADO DEPARTMENT OF TRANSPORTATION
PROJECT NO. STE C120-019
BOOK 1, PAGE 4952
REC. NO. 2017-187

W 1/4 COR SEC 9
T3S, R68W, 6th PM
FOUND 3-1/4" ALUMINUM CAP
DOWN 0.5' BELOW SURFACE
STAMPED: PLS 36072

INTERSTATE HIGHWAY 76

SOUTH LINE, NW 1/4 SEC 9

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

COLORADO DEPARTMENT OF TRANSPORTATION
PARTIAL ROW DISPOSAL
PARCEL 1-EX

DATE: 1/18/21
SHEET: 1 OF 2

EXHIBIT MAP

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	87° 24' 05"	103.61'	S88° 11' 12"W	143.17'	158.05'
C2	62° 48' 51"	71.60'	S62° 33' 57"W	74.62'	78.50'
C3	29° 20' 31"	85.00'	N14° 26' 25"E	43.06'	43.53'
C4	49° 06' 26"	25.00'	N53° 39' 54"E	20.78'	21.43'
C5	138° 59' 26"	43.10'	N78° 13' 07"E	80.73'	104.54'
C6	90° 25' 58"	45.00'	N33° 48' 26"E	63.88'	71.03'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89° 51' 50"E	646.24'
L2	S37° 06' 22"W	163.04'
L3	S76° 42' 31"W	123.96'
L4	S70° 57' 29"W	110.57'
L5	S76° 22' 45"W	189.40'
L6	N88° 12' 37"W	92.71'
L7	S33° 29' 27"W	150.39'
L8	S89° 47' 41"W	15.68'
L9	N0° 13' 40"W	25.00'
L10	N29° 06' 41"E	127.15'
L11	N78° 13' 07"E	29.02'
L12	N15° 02' 21"W	125.78'
L13	N79° 01' 25"E	63.61'



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COLORADO DEPARTMENT OF TRANSPORTATION
PARTIAL ROW DISPOSAL
PARCEL 1-EX

DATE: 1/18/21

SHEET: 2 OF 2





COLORADO
Department of Transportation
Division of Maintenance & Operations

Maintenance Engineering
2829 W. Howard Place, 4th Floor
Denver, CO 80204-2305

TRANSPORTATION COMMISSION REQUEST

TO: Transportation Commission
FROM: John Lorme, Director of Maintenance & Operations
CC: Herman Stockinger, Deputy Director and Director of Policy

DATE: May 7, 2021
SUBJECT: FY 22 Maintenance Project List

Purpose

The Maintenance Sections have identified 84 projects valued at between \$50,000 and \$150,000 for construction in FY 22. The resolution details additions to project locations, type, and dollar value.

Action Requested

Per CRS 24-92-109, and PD 703.0 require CDOT to prepare estimates of proposed work exceeding \$50,000 up to \$150,000 for Transportation Commission approval prior to undertaking the work.

Background

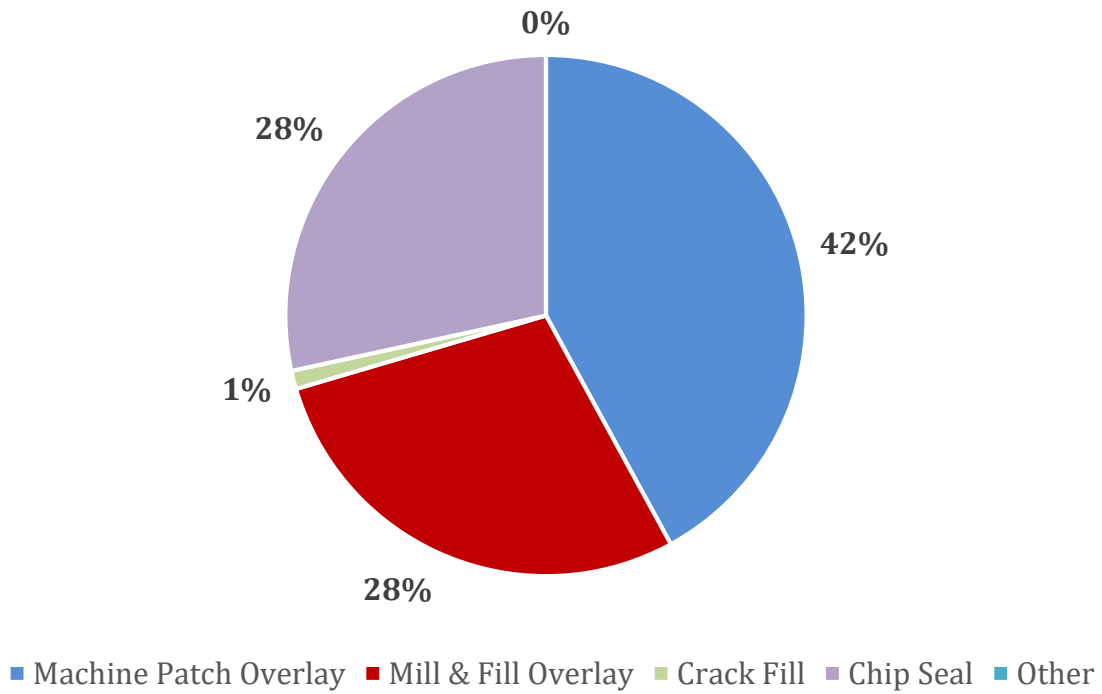
The program allows the Maintenance Sections the flexibility to react to current needs by treating individual segments of highways showing distress.

Sufficient funds exist within the appropriate MPA's to pursue these projects. The projects are in accordance with the directive and all other requirements. The Division of Maintenance & Operations recommends approval of the FY 22 over \$50,000 project list.

Key Benefits

Approval of these projects will allow the Maintenance forces to proceed with these projects ensuring the safety and mobility of the traveling public and enabling the continuation of commerce along the state highway system.

Fiscal-Year-to-Date Percentage for Each Project Category



Next Steps

Upon approval, the Maintenance forces will proceed with construction of these projects in FY 22.

Attachments

Resolution for Transportation Commission Approval - Includes Project List



COLORADO

Department of Transportation

Office of the Chief Engineer

2829 W Howard Place

Denver, CO 80204

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: STEPHEN HARELSON, CHIEF ENGINEER
DATE: MAY 7, 2021
SUBJECT: STAPLETON DRIVE RENAMING CORRECTION

Purpose

CDOT presently owns the ROW of Stapleton Drive North and Stapleton Drive South. The City and County of Denver would like to change the names of these streets to align with the renaming of the Stapleton neighborhood. The streets were renamed by resolution at the April Commission meeting, but the city has asked that the names be adjusted.

Action

The accompanying resolution makes the change requested by the city.

Background

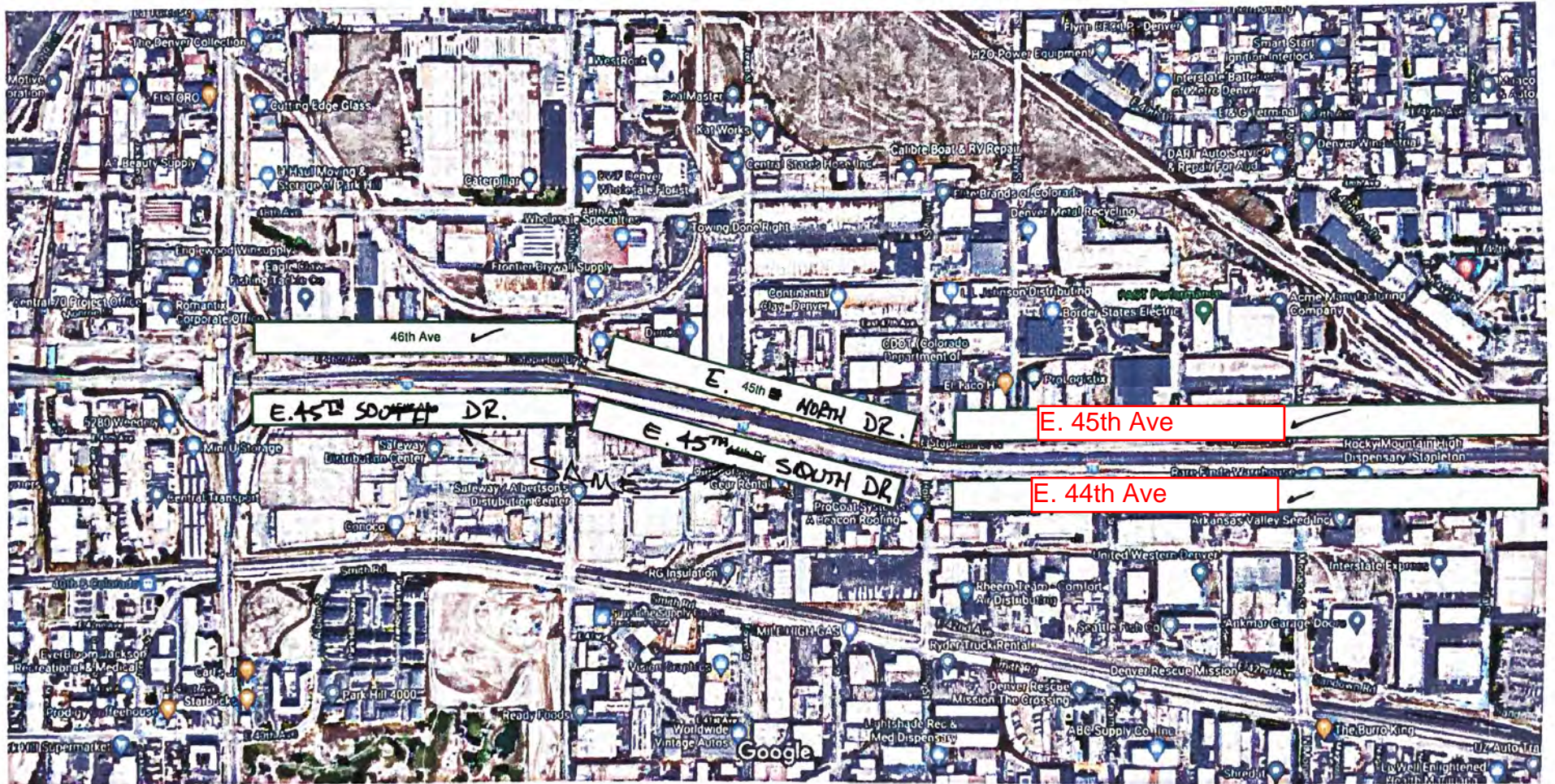
The City and County of Denver (CCD) desires to change the names of both Stapleton Drive North and Stapleton Drive South within the Central 70 Project Limits. CCD is unable to change the names of streets that it does not own. CDOT presently owns these streets, but it is expected that the streets will revert to the city upon completion of the Central 70 Project. In April, the commission approved a resolution that changed the street names to E. 45th Avenue and E. 44th Avenue. Upon review, the city would prefer to name the streets East 45th North Drive and East 45th South Drive, for the portions of Stapleton Drive between Dahlia and Holly, and the portion of Stapleton Drive South west of Dahlia would become a continuation of and be signed as E. 45th South Drive.

Next Steps

No further steps are anticipated.

Attachments

Map



Imagery ©2021 Google, Imagery ©2021 CNES / Airbus, Maxar Technologies, Sanborn, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft



MEMORANDUM

DATE: May 6, 2021
TO: Transportation Commission
FROM: Herman Stockinger, Transportation Commission Secretary
Stephen Harelson, Chief Engineer
Greg Diehl, Civil Rights Program Director
Jun Arcilla, Program Manager
Natalie Lutz, Rules, Policies, and Procedures Administrator
SUBJECT: Adopt Proposed Changes to Emerging Small Business Program Rules, 2 CCR 604-1

Purpose

To accept the Hearing Officer's recommendation and adopt the proposed changes to the Emerging Small Business ("ESB") Program Rules, 2 CCR 601-4.

Action

To pass a resolution to adopt the changes to the ESB Program Rules, 2 CCR 604-1, based on the Hearing Officer's recommendation from the rulemaking hearing conducted on March 05, 2021.

Background

On September 17, 2020, the Transportation Commission delegated authority to the Colorado Department of Transportation ("the Department") to commence rulemaking for the ESB Program and to conduct a rulemaking hearing.

The Department noticed the proposed ESB Program Rules with the Colorado Secretary of State on January 22, 2021, and requested written comments from affected and interested parties. The Department's Hearing Officer conducted a rulemaking hearing on March 05, 2021, to hear oral testimony and receive written comments.

Details

The objective of the rulemaking is to improve the effectiveness of the ESB Program in carrying out the goal of § 43-1-106(8)(p), C.R.S. The rulemaking accomplishes that objective by:

- Repealing and re-enacting the ESB Program Rules to re-index the numbering of the administrative rules into a new format that is more user-friendly and easier to reference specific rules;



- Streamlining the ESB Program’s certification and administrative requirements;
- Better aligning the ESB Program with the administration of the Department’s federal Disadvantaged Business Enterprise (“DBE”) Program; and
- Enhancing program participation within Colorado’s small business community.

Under the current ESB Program size standards found in the ESB Program Guidelines, certain DBEs that are recognized as small, underutilized, and disadvantaged at the federal level are presently excluded from participation in the Department’s ESB Program. However, the rulemaking codifies the two existing levels found in the ESB Program Guidelines into regulation and introduces a third size level to more fully align the ESB Program with the DBE Program. The addition of the new third level corrects the previous programmatic misalignment and allows the Department to facilitate greater DBE and small business participation through the ESB Program, including at the prime contracting level.

The three size levels for certified ESBs are based on the Small Business Administration’s (“SBA”) size standards for small businesses in a given industry and the current overall cap of the DBE Program. The three size levels are summarized as follows:

- Level I: \$3 million for Construction / \$1 million for Professional Services (same as current in the ESB Program Guidelines)
- Level II: 50% of the SBA size standard in primary North American Industry Classification System Code (“NAICS”) (same as current in the ESB Program Guidelines)
- Level III (Small Business Enterprise): 100% of the SBA size standard in primary NAICS up to the DBE Program threshold, currently \$26.29M

It is the intent of the Department that program benefits of ESB certification will be tailor by level as described below:

- All of the existing certification benefits for Level I and Level II ESBs are staying the same including proposal scoring points and restricted projects.
- The Department will continue to look for opportunities to assist very small ESBs (Level I) in programs and projects.
- The addition of Level III (Small Business Enterprise) will create opportunities for all small businesses (as defined by SBA) and DBEs (as defined by US Department of Transportation) to compete on a level playing field and take advantage of additional program incentives for ESB prime contractors.
- Level I and Level II ESBs will not have to compete with Level III (Small Business Enterprise) for most existing program benefits (exception is restricted construction projects).

After full consideration of the oral testimony heard at the hearing and the written comments received, the Hearing Officer recommends that the ESB Program Rules be further modified as follows:



- Rule 3.2.E.1.c should be further modified to clarify that ESBs with primary industries that have a small business size standard based on the number of employees will be designated as a Small Business Enterprise if its average annual receipts surpass fifty percent (50%) of the overall cap but do not exceed the overall cap.
- Rule 3.2.J. requires each owner must be lawfully residing in the United States in order to apply for ESB certification. Senate Bill 21-199 was introduced to repeal existing provisions that require a person to demonstrate the person's lawful presence in the United States to be eligible for certain public benefits and requires that lawful presence is not a requirement of eligibility for state or local public benefits, as defined by 8 U.S.C. sec. 1621. Therefore, Rule 3.2.J. should be deleted for compliance with Senate Bill 21-199.
- Rules 4.1. and 4.4. should be further modified to clarify that the Department will design and limit certain contractual program benefits to maximize the benefits to only targeted levels. This new language emphasizes that program benefits will be customized to meet specific program objectives and smaller ESBs will not be expected to compete with larger, more established ESBs for the same contract opportunities.
- Rule 5.2. should be further modified to clarify that the program incentives available to participating ESBs will be limited to the ESB level designation as shown in the ESB directory. This new language further underscores that benefits derived from the ESB Program will be tailored to ensure that prime and subcontracting opportunities are achieved in a strategically balanced manner statewide and made available to all ESBs.

The Hearing Officer found that the requirements of the Administrative Procedure Act have been satisfied, that there is sufficient evidence in the record to support the proposed changes to the ESB Program Rules, and that the Transportation Commission has the authority to adopt the proposed changes as recommended by the Hearing Officer. The Department has responded to all affected and interested parties who submitted written comments or provided oral testimony. The Hearing Officer recommended that the Transportation Commission adopt the proposed changes to the ESB Program Rules as further amended.

Next Steps

Following the Transportation Commission's adoption of the proposed rules as recommended by Hearing Officer, the Department will file the rules with the Secretary of State. The rules will become effective on July 15, 2021.

Attachments

Resolution

Red-line of Proposed Changes to ESB Program Rules ([online](#))

Clean Version of Proposed Changes to ESB Program Rules ([online](#))

Hearing Officer Summary and Recommendation ([online](#))

Redacted Rulemaking Exhibits for data privacy ([online](#))



MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: REBECCA WHITE, DIRECTOR, DIVISION OF TRANSPORTATION DEVELOPMENT
JAMIE COLLINS, STIP MANAGER, DIVISION OF TRANSPORTATION DEVELOPMENT
DATE: MAY 7, 2021
SUBJECT: ADOPTION OF THE *FY2022-2025 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)*

Purpose

This memo summarizes the status of the *FY2022-2025 Statewide Transportation Improvement Program (STIP)* to inform the Transportation Commission (TC) in preparation for the adoption of this STIP.

Action

Staff requests Transportation Commission adoption of the *FY2022-2025 STIP*.

Background

The *Draft FY2022-2025 STIP* is available [here](#). Once the Commission adopts the *FY2022-2025 STIP*, the adopted document will replace the draft online.

At the regular meeting on May 20, staff intends to present the Transportation Commission with the final *FY2022 - FY2025 STIP*. At that time, staff will summarize all changes made since the release of the *Draft FY2022 - FY2025 STIP*, review public comments received, and present CDOT's responses to public comments received. Staff will then be requesting the Transportation Commission adopt the STIP based on the following:

- The STIP has been developed in accordance with 23 CFR Parts 450.210 and 450.216.
- It has been reviewed by staff to ensure that it meets fiscal constraint.
- A public involvement process was provided for comments from April 9 through May 14, 2021. An electronic copy of the draft was also posted on CDOT's external website. Comments received thus far have been either grammatical or technical in nature. A response has been sent to each commenter and there are no outstanding issues to be resolved.
- A public hearing with the Transportation Commission took place during its regular meeting on April 15, 2021. No comments were received during this hearing.

Additionally, the *FY2022-2025 STIP* will incorporate five MPO Transportation Improvement Programs (TIPs) as they are adopted this spring and summer. TIPs for the Denver Regional Council of Governments and the Grand Valley MPO were adopted in April, 2021. The North Front Range MPO and the Pueblo Area Council of Governments will be adopting their updated TIPs this month. All four of these TIPs will be adopted administratively into the STIP once they are signed by the Governor. The Governor is expected to take action prior to June 30, 2021.

The Pikes Peak Area Council of Governments (PPACG) will be adopting their new TIP in August, 2021. Again, this TIP will be adopted administratively into the STIP once the Governor has approved it. Until then, FY2025 projects for PPACG will not be included in the *FY2022-2025 STIP*.

Also included as an attachment, for your approval, is the draft resolution for Transportation Commission adoption of the *FY2022 - FY2025 STIP*. Once adopted, the *FY2022 - FY2025 STIP* will be forwarded on to the Colorado Division office for the Federal Highway Administration and the Region 8 office of the Federal Transit Administration for their final approval. The *FY2022 - FY2025 STIP* will become effective July 1, 2021.

Next Steps

At this time, staff requests that the Transportation Commission adopt the *FY2022-2025 STIP*. If you have any questions regarding the development of the STIP or other specifics, please contact Jamie Collins at 303-667-0928.

Attachments

Resolution to Adopt the *FY2022-2025 STIP*



MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
 FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER
 DATE: MAY 20, 2021
 SUBJECT: ELEVENTH BUDGET SUPPLEMENT - FY 2020-2021

Region 1

\$500,000 - Bridge Construction - FY21 Bridge Deck Rehab & Fiber Wrap - After project 20895 went to ad it was determined the project would require additional working days to complete. Region 1 added twenty working days that increased the amount of Traffic Control, Public Information, and RR Flagger required on the project. Additionally, the price of corrugated steel bridge plank went from \$20 per square foot during original estimates to \$35 per square feet by the ad date. These increases have required Region 1 to request additional funding for the project.

Per Policy Directive 703.0, this project is being included in the Budget Supplement as an increase of greater than 15% of the original budget and equal to \$500,000.

FY21 Bridge Deck Rehab & Fiber Wrap
Budget Components by Phase, Funding Program, Fiscal Year

Phase of Work	Funding Program	Original Budget	Funding Request				Revised Budget	Expended To-Date
			Previous Adjustments	Current Request	Total Adjustments	Total Adjustment Percent		
Construction	Bridge Construction	\$2,150,000	\$0	\$500,000	\$500,000		\$2,650,000	\$0
	Total Construction	\$2,150,000	\$0	\$500,000	\$500,000	23%	\$2,650,000	\$0
	Total Project	\$2,150,000	\$0	\$500,000	\$500,000	23%	\$2,650,000	\$0

Division of Maintenance and Operations

\$1,942,000 - Transportation Commission Maintenance Reserve - A transfer from the Maintenance Reserve to maintenance sections in Greeley, Grand Junction, Durango, Pueblo, Aurora, Craig, and Alamosa has been executed. DMO is projecting a funding shortfall if maintenance sections continue to spend snow removal funds at the current rate. DMO requires this funding to keep maintenance sections solvent through State Fiscal Year 2021.

Per PD 703, disbursements from the Maintenance Reserve will be reported to the Transportation Commission on a monthly basis. No approval necessary.

Office of Innovative Mobility

The Office of Innovative Mobility is requesting approval of the proposed programmatic allocation of FY 22 Innovative Mobility Program funds. Funding from the FY 22 Innovative Mobility Program pool will be allocated to the following three programs. See the attached memo for additional information.

1. \$2,400,000 for Mobility Services includes Emerging Mobility, Mobility Data Integration, and Strategic TDM.
2. \$3,250,000 for Mobility Technology includes Autonomous Vehicles, CDOT Equipment Automation, and Connected Vehicles.
3. \$4,500,000 for Electrification and Energy includes Charging Infrastructure, Workforce Development, MHD Electrification, Transit Electrification, and Education & Outreach.

Per PD 703.0, any use of Innovative Mobility funding requires Transportation Commission approval.

SB-267 Project Funding Changes

The Division of Transportation Development, Division of Transit and Rail, and CDOT Regions are requesting approval of changes to the previously approved Senate Bill 267 project list. In November, 2019 the Transportation Commission approved a provisional list of projects to be funded with anticipated proceeds from the three remaining tranches of SB 267 COPs (i.e. "Year 2-4"). This list has been subsequently amended by Budget Supplement prior to each new COP issuance. Staff presented proposed "Year 3" SB 267 projects at the April Transportation Commission meeting. The following tables summarizes changes to the previously approved amounts to align with the "Year 3" projects proposed last month. The changes will be reflected in the approved project list upon Transportation Commission approval of the Eleventh Budget Supplement.

SB 267 HIGHWAY PROGRAM/PROJECT CHANGES

Region 1 Project Changes	Current Approved	Change	Revised Amount
I-70 West: Floyd Hill (pkg 0 and pkg1)	\$ 96,000,000	\$ 39,000,000	\$ 135,000,000
I-70 Corridor - West Metro Bridges (Ward Rd)	\$ 33,391,935	\$ 8,065	\$ 33,400,000
Years 5-10 Preconstruction NEW	\$ -	\$ 19,000,000	\$ 19,000,000
Region 2 Project Changes	Current Approved	Change	Revised Amount
I-25 Raton Pass Phase 2- Other Safety Improvements & New State Park Access	\$ 2,000,000	\$ 1,000,000	\$ 3,000,000
Dillon Drive Interchange - Frontage Road Round-a-bout NEW	\$ -	\$ 1,500,000	\$ 1,500,000
SH 12 PEL Implementation- Shoulder Widening NEW	\$ -	\$ 4,000,000	\$ 4,000,000
SH 115 - Safety and Paving Improvements from MM 20-39	\$ 39,500,000	\$ 2,500,000	\$ 42,000,000
SH 160 from SH 12 to La Veta Pass NEW	\$ -	\$ 9,902,126	\$ 9,902,126
I-25 Raton Pass Phase 1	\$ 13,135,860	\$ 1,893,121	\$ 15,028,981
SH69A Westcliffe to Hillside Overlay	\$ 6,969,836	\$ (76,581)	\$ 6,893,255
Region 3 Project Changes	Current Approved	Change	Revised Amount
US 6 Fruita to Palisade Safety Improvements	\$ 23,300,000	\$ 1,050,000	\$ 24,350,000
I-70 Auxiliary Lane East Frisco to Silverthorne	\$ 21,000,000	\$ 4,000,000	\$ 25,000,000
Region 4 Project Changes	Current Approved	Change	Revised Amount
SH 71 Corridor Improvements (Climbing Lane) NEW	\$ -	\$ 6,000,000	\$ 6,000,000
Years 5-10 Preconstruction NEW	\$ -	\$ 1,500,000	\$ 1,500,000
Region 5 Project Changes	Current Approved	Change	Revised Amount
US 160 MP 0-8 Aztec Creek Resurfacing	\$ 10,650,000	\$ 3,350,000	\$ 14,000,000
US 550 Billy Creek Resurfacing	\$ 6,550,000	\$ (2,850,000)	\$ 3,700,000
Years 5-10 Preconstruction NEW	\$ -	\$ 1,778,300	\$ 1,778,300

SB 267 TRANSIT PROGRAM/PROJECT CHANGES

Region 1 Project Changes	Current Approved	Change	Revised Amount
Bustang Heavy Maintenance Facility	\$ 7,000,000	\$ (2,000,000)	\$ 5,000,000
Burnham Yard	\$ 5,980,959	\$ 9,019,041	\$ 15,000,000
Idaho Springs Mobility Hub	\$ 2,000,000	\$ 2,430,000	\$ 4,430,000
I-25 and SH7 Interchange Mobility Hub (Preconstruction)	\$ -	\$ 1,500,000	\$ 1,500,000
Region 2 Project Changes	Current Approved	Change	Revised Amount
North Pueblo Mobility Hub	\$ 3,500,000	\$ 1,500,000	\$ 5,000,000
Pueblo Administrative and Maintenance Facility -5339(b) Grant Match	\$ 980,000	\$ 1,200,000	\$ 2,180,000
Region 3 Project Changes	Current Approved	Change	Revised Amount
Western Slope Storage and Maintenance Facility	\$ 2,700,000	\$ (2,700,000)	\$ -
Montrose Multimodal Transit Center	\$ -	\$ 3,234,955	\$ 3,234,955
Region 3 Outrider Storage in Montrose	\$ -	\$ 500,000	\$ 500,000
Snowmass Transit Center	\$ -	\$ 4,500,000	\$ 4,500,000
Grand Junction Mobility Hub (Preconstruction)	\$ -	\$ 580,000	\$ 580,000
Outrider Improvements at Steamboat Springs, Milner, Hayden & Craig	\$ -	\$ 320,000	\$ 320,000
Outrider Improvements at Winter Park and Tabernash	\$ -	\$ 160,000	\$ 160,000
Region 4 Project Changes	Current Approved	Change	Revised Amount
Firestone-Longmont - Phase 1 Design	\$ 680,000	\$ 100,000	\$ 780,000
Firestone-Longmont - Phase 2 (ROW)	\$ 2,500,000	\$ 1,000,000	\$ 3,500,000
Firestone-Longmont Mobility Hub Access Improvements	\$ -	\$ 2,000,000	\$ 2,000,000
Berthoud Mobility Hub	\$ 5,000,000	\$ 1,000,000	\$ 6,000,000
Centerra-Loveland	\$ 6,000,000	\$ 500,000	\$ 6,500,000
Region 5 Project Changes	Current Approved	Change	Revised Amount
Poncha Springs Welcome Center	\$ 502,496	\$ (502,496)	\$ -
Poncha Springs Outrider Improvements	\$ -	\$ 80,000	\$ 80,000
Salida Transit Improvements	\$ -	\$ 480,000	\$ 480,000
Program & Project Administration	Current Approved	Change	Revised Amount
FY 21 (Feb-Jun) Consultant Support *	\$ -	\$ 499,988	\$ 499,988
FY 22 Consultant Support	\$ -	\$ 1,800,000	\$ 1,800,000
<i>* Previously funded by SB 228 funds</i>			

Memo
a. OIM FY22 Budget

**Transportation Commission Contingency Reserve Fund Reconciliation
Eleventh Supplement FY 2021 Budget**

Transaction Date	Transaction Description	Amount	Balance	Reference Document
June-20	Ending Balance 12S20		\$26,702,031	
July-20	Balance 1S21		\$43,816,921	
August-20	Balance 2S21		\$43,816,921	
September-20	Balance 3S21		\$35,688,432	
October-20	Balance 4S21		\$35,688,432	
November-20	Balance 5S21		\$36,673,936	
December-20	Balance 6S21		\$36,673,936	
January-21	Balance 7S21		\$36,671,866	
February-21	Balance 8S21		\$31,834,594	
March-21	Balance 9S21		\$46,804,519	\$15M transferred from Program Reserve
April-21	Balance 10S21		\$48,826,261	
	Savings returned from ER Project	\$28,625		1000286341
May-21	Pending Balance 11S21		\$48,854,886	

**Transportation Commission Contingency COVID Reserve Fund Reconciliation
Eleventh Supplement FY 2021 Budget**

Transaction Date	Transaction Description	Amount	Balance	Reference Document
June-20	Ending Balance 12S20		\$1,000,000	Allocated from TCC pool
July-20	Balance 1S21		\$1,000,000	
August-20	Balance 2S21		\$1,000,000	
September-20	Balance 3S21		\$1,000,000	
October-20	Balance 4S21		\$1,000,000	
November-20	Balance 5S21		\$1,000,000	
December-20	Balance 6S21		\$1,000,000	
January-21	Balance 7S21		\$1,000,000	
February-21	Balance 8S21		\$1,000,000	
March-21	Balance 9S21		\$1,000,000	
April-21	Balance 10S21		\$1,000,000	
	No Requests this Month			
May-21	Pending Balance 11S21		\$1,000,000	

**Transportation Commission Program Reserve Fund Reconciliation
Eleventh Supplement FY 2021 Budget**

Transaction Date	Transaction Description	Amount	Balance	Reference Document
June-20	Ending Balance 12S20		\$9,055,791	
July-20	Balance 1S21		\$8,105,791	
August-20	Balance 2S21		\$8,379,656	
September-20	Balance 3S21		\$15,404,375	
October-20	Balance 4S21		\$80,247,006	
November-20	Balance 5S21		\$72,509,739	
December-20	Balance 6S21		\$72,509,739	
January-21	Balance 7S21		\$53,009,739	
February-21	Balance 8S21		\$57,277,975	
March-21	Balance 9S21		\$27,615,461	
April-21	Balance 10S21		\$27,615,461	
	New JOA Maintenance Patrol	\$ (2,400,000)		Pending
	High School Maintenance Apprentice Program	\$ (1,000,000)		Pending
	HPTE Tolling Equipment Finance Agreement	\$ (4,000,000)		Pending
	Payback of Region 2 SH21 and Research PKWY Interchange	\$19,500,000		Pending
May-21	Pending Balance 11S21		\$39,715,461	

**Transportation Commission Maintenance Reserve Reconciliation
Eleventh Supplement FY 2021 Budget**

Transaction Date	Transaction Description	Amount	Balance	Reference Document
June-20	<i>Ending Balance 12S20</i>		\$0	
July-20	<i>Balance 1S21</i>		\$12,000,000	
August-20	<i>Balance 2S21</i>		\$12,000,000	
September-20	<i>Balance 3S21</i>		\$12,000,000	
October-20	<i>Balance 4S21</i>		\$12,000,000	
November-20	<i>Balance 5S21</i>		\$12,000,000	
December-20	<i>Balance 6S21</i>		\$12,000,000	
January-21	<i>Balance 7S21</i>		\$10,435,597	
February-21	<i>Balance 8S21</i>		\$10,435,597	
March-21	<i>Balance 9S21</i>		\$20,218,597	\$12M transferred from Program Reserve
April-21	<i>Balance 10S21</i>		\$15,805,597	
	<i>DMO Snow and Ice Request</i>	\$ (1,942,000)		1000286671
May-21	<i>Pending Balance 11S21</i>		\$13,863,597	

**Transportation Commission Contingency Reserve Fund
Emergency and Permanent Repairs-Nonparticipating costs and state match**

September 11, 2013 Flood Related Monthly Activity

Reg	State Highway	Mileposts	Project Description	County	Total Budget TCCRF
0	0	0.000 - 0.000			
Total					\$ -

Spring 2015 Flood Related Monthly Activity

Reg	State Highway	Mileposts	Project Description	County	Total Budget TCCRF
Total					\$ -

Grand Total TCCRF Activity for Emergency Relief Since Last Reporting

\$ -

FY 2020-2021 Contingency Reserve Fund Balance Projection		
April		
TC Contingency Balance (Emergencies)	\$49,826,261	
<i>Pending Requests:</i>		
Savings returned from ER Project	\$28,625	
Pending May		
TC Contingency Reserve Balance	\$49,854,886	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
State Match for Emergency Relief/Permanent Recovery	(\$2,000,000)	(\$5,000,000)
State Match for Spring 2015 Floods	\$0	(\$2,500,000)
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
None	\$0	\$0
Projected FY 2020-2021 YE Contingency Balance	\$47,854,886	\$42,354,886
<i>TCCRF Surplus (Deficit) to Reach \$25M Balance July 1, 2021</i>	<i>\$22,854,886</i>	<i>\$17,354,886</i>

FY 2020-2021 Program Reserve Fund Balance Projection		
April		
TC Program Reserve Balance	\$27,615,461	
<i>Pending Requests:</i>		
New JOA Maintenance Patrol	(\$2,400,000)	
High School Maintenance Apprentice Program	(\$1,000,000)	
HPTE Tolling Equipment Finance Agreement	(\$4,000,000)	
Payback of Region 2 SH21 and Research PKWY Interchange	\$19,500,000	
Pending May		
TC Program Reserve Fund Balance	\$39,715,461	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
Projected FY 2020-2021 YE Program Reserve Balance	\$39,715,461	\$39,715,461

FY 2020-2021 Maintenance Reserve Fund Balance Projection		
April		
TC Maintenance Reserve Balance	\$15,805,597	
<i>Pending Requests:</i>		
DMO Snow and Ice Request	(\$1,942,000)	
Pending May		
TC Maintenance Reserve Fund Balance	\$13,863,597	
<i>Projected Outflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
<i>Projected Inflow:</i>		
	Low Estimate	High Estimate
	\$0	\$0
Projected FY 2020-2021 YE Maintenance Reserve Balance	\$13,863,597	\$13,863,597

MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
FROM: Kay Kelly, Chief, Office of Innovative Mobility
DATE: May 19, 2021
SUBJECT: Office of Innovative Mobility (OIM) FY22 Budget

Purpose: This memorandum provides a review of the proposed OIM project budget for FY22.

Action: This was presented as an informational item at the April Commission meeting and the Commission is now asked to approve the FY 22 Innovative Mobility project budget as part of the May 2021 Budget Supplement.

Background: The goals and objectives of OIM are to reduce pollution in our air and congestion on our roads by expanding multimodal transportation options and using traditional and emerging mobility technologies. OIM’s work is in alignment with many of the transportation recommendations in the state greenhouse gas roadmap which calls for increased vehicle electrification, behavior change that reduces VMT and increased mobility options. OIM is organized into three program areas:

- **Mobility Services** - exploring ways to make transportation efficient and more accessible to underserved populations by working with technology, legislation, and conducting research and analysis.
- **Mobility Technology** - guiding Colorado's strategy and policy on connected, autonomous and emerging transportation technologies.
- **Electrification and Energy** - working with partners across the public and private sectors to facilitate the expansion of both electric vehicles and infrastructure across Colorado.

FY22 OIM Budget Proposal

The total funds approved for OIM projects in FY22 is \$10,150,000 and we are requesting that funds be distributed among the three program areas as follows:

Program Area	Projects Included	FY21 Budget Request
Mobility Services	Emerging Mobility, Mobility Data Integration, Strategic TDM	\$2,400,000
Mobility Technology	Autonomous Vehicles, CDOT Equipment Automation, Connected Vehicles	\$3,250,000
Electrification and Energy	Charging Infrastructure, Workforce Development, MHD Electrification, Transit Electrification, Educations & Outreach	\$4,500,000
OIM FY22 Budget Total		\$ 10,150,000

Proposed projects within each program area include:

Mobility Services

- Projects within Emerging Mobility propose to focus on continued research into the impacts of transportation network companies and package delivery services including data collection, analysis and safety assessments. In addition, pilot projects are proposed for Non-Emergency Medical Transportation, micromobility and transit.
- Mobility Data Integration projects are requested to continue supporting the Connected Colorado digital trip planning and ticketing platform along with further development of the transit emissions dashboard and integration of new mobility data into CDOT platforms.
- Strategic TDM projects are proposed to focus on continuation of the CanDo Colorado telework grant program and support for 1601 and mobility hub TDM efforts, along with increased direct support for TMO/TMA groups who are poised to play an increasing role in 1601 efforts and who will potentially need to support employer trip reduction rules under discussion at the AQCC. In addition, a freight TDM analysis project is proposed to evaluate opportunities for improving freight movement.

MOBILITY SERVICES	Project Description	FY22 Budget Request
Emerging Mobility	<ul style="list-style-type: none"> ● Program Development Transportation Impacts of TNC, DNC & Package Delivery) Marketing, Data Collection & Analytics, Safety Assessment ● Emerging Mobility Projects: Non Emergency Medical Transportation, Micromobility, and Innovative Transit Deployment 	\$250,000
Mobility Data Integration	<ul style="list-style-type: none"> ● Connected Colorado: digital transit trip planning and ticketing platform ● Data acquisition & integration into CDOT platforms: transit emissions dashboard, micromobility, TNC, DNC, parking information 	\$ 975,000
Strategic TDM	<ul style="list-style-type: none"> ● Construction and Freight/Truck Transport TDM Support ● Can Do Remote/Telework Grants ● 1601 Applications, Mobility Hubs, & Strategic Corridors TDM Support ● TMO/TMA (Transportation Management Organization), Employer Trip Reduction Support*, and TDM Conference 	\$ 1,175,000
	Mobility Services Subtotal	\$ 2,400,000

Mobility Technology

- Automated Vehicles projects are requested to continue supporting CDOT equipment automation (continued support to the ATMA program and explore installation of advanced technology on a Bustang vehicle and a smaller transit vehicle), along with updating strategy roadmap documents.
- Connected Vehicle projects are requested to continue expanding the physical and digital infrastructure, along with evaluating CV data for further integration into CDOT’s systems.

MOBILITY TECHNOLOGY	Project Description	FY22 Budget Request
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Automated Vehicles	Update strategy for autonomous vehicle deployments in Colorado, including future of Autonomous Mobility Task Force, standards, and interoperability; CAV challenge, data templates, support innovative local AV deployments, support to the ATMA program.	\$250,000
Automated Vehicles	CDOT Equipment Automation (advanced driver assistance systems in CDOT transit vehicles)	\$1,500,000
Connected Vehicles	Connected vehicle physical and digital infrastructure expansion. Evaluation of CV data and further integration into CDOT's systems.	\$1,500,000
Mobility Technology Subtotal		\$3,250,000

Electrification and Energy

- Charging Infrastructure projects are requesting to utilize existing CEO grant programs to address specific charging gaps (Multi-Family Housing, TNCs, Scenic Byways, Freight hubs, etc.)
- Workforce Development projects would aim to provide funds in support of the recommended outcomes for vocational education and workforce training from the CEO Medium and Heavy Duty vehicle analysis study
- MHD Electrification funds are requested to support fleet turnover and recommended outcomes from the MHD vehicle analysis study and the Colorado Clean Trucking Strategy
- Transit Electrification funds are requested to support transit ZEV planning, fleet turnover, planning grants, development of a draft guidebook for transit electrification and providing education opportunities at CASTA conferences, along with exploring innovative financing options
- Education and Outreach project funds are requested to continue supporting public education, engagement, outreach, and marketing support for adoption of electric vehicles statewide in partnership with other state agencies and stakeholders, including utilities, auto dealers, OEMs, and local governments.

ELECTRIFICATION AND ENERGY	Project Description	FY22 Budget Request
Charging Infrastructure	Utilize existing CEO grant programs to address specific charging gaps (Multi-Family Housing, TNCs, Scenic Byways, Freight hubs, etc.)	\$ 1,500,000
Workforce Development	Provide funds to support recommended outcomes for vocational education and workforce training from the CEO Medium and Heavy Duty vehicle analysis study	\$ 500,000
MHD Electrification	Provide funds to support fleet turnover and recommended outcomes from the MHD vehicle analysis study and the Colorado Clean Trucking Strategy	\$ 500,000
Transit Electrification	Statewide transit ZEV planning; Support fleet turnover; planning grants; draft guidebook for transit electrification; utilize CASTA conferences for education opportunities; explore innovative financing options	\$ 1,500,000

Education & Outreach	Support public education, engagement, outreach, and marketing support for adoption of electric vehicles statewide; in partnership with other state agencies and stakeholders, including utilities, auto dealers, OEMs, and local governments.	\$ 500,000
	Electrification and Energy Subtotal	\$4,500,000

Next Steps: OIM will continue to update the Commission on project execution status throughout FY22.



COLORADO

Department of Transportation

Office of Policy and Government Relations

2829 W. Howard Place
Denver, CO 80204-2305

MEMORANDUM

DATE: April 28, 2021
TO: Transportation Commission
FROM: Herman Stockinger, Deputy Executive Director and OPRG Director
Kristi Graham-Gitkind, Chief Human Resources Officer
Natalie Lutz, Rules, Policies, and Procedures Administrator
SUBJECT: Adopting Updated Policy Directive 2.0 "CDOT Values"

Purpose

This memorandum provides a summary of the proposed changes to Policy Directive 2.0 "CDOT Values" for its adoption by the Transportation Commission.

Action

To pass a resolution adopting the updated Policy Directive 2.0 "CDOT Values".

Background

Governor Polis issued Executive Order D 2020 175 on August 27, 2020, declaring that all state agencies must play an integral role by incorporating equity, diversity, and inclusion ("EDI") principles into their mission and work. On September 16, 2020, the Colorado Department of Personnel and Administration (DPA) adopted the Universal Policy "Equity, Diversity, and Inclusion in State Employment" as mandated by Executive Order D 2020 175. The Universal Policy applies in all areas of employment including recruitment, hiring, retention, training, promotion, compensation, benefits, performance management, and organizational culture.

Details

In conjunction with Executive Order D 2020 175 and DPA's Universal Policy, the Colorado Department of Transportation ("CDOT") is incorporating EDI initiatives and principles into our inner and outer workings and organizational culture. Foundational to this effort is CDOT's core values, which shape individual and organizational behavior.

The language in the Policy Directive has been enhanced to confirm CDOT's commitment to foster EDI initiatives. The value of "Excellence" has also been enhanced to reflect our dedication to accountability and is now "Excellence & Accountability". This appears to be a perfect match. Accountability means more than just doing our job but includes an obligation to make things better.

Next Steps

CDOT will continue to lead by example to create and sustain a positive workplace culture that clearly conveys the value of an equitable, diverse, and inclusive organization. We will continue to hold ourselves to high level of accountability.

Attachments

Attachment: Redlined Version of Policy Directive 2.0



COLORADO DEPARTMENT OF TRANSPORTATION		<input checked="" type="checkbox"/> POLICY DIRECTIVE <input type="checkbox"/> PROCEDURAL DIRECTIVE
Subject CDOT Values		Number 2.0
Effective 10/19/17	Supersedes 10/19/17 11/14/07	Originating Office Executive Director

I. PURPOSE

This Policy Directive articulates the “Values” of the Colorado Department of Transportation (CDOT).

The success of any institution depends on a clear statement of values. These values must be clearly communicated, broadly understood and accepted. Values must shape individual and organizational behavior.

Our values are the common bond that helps CDOT achieve great things.

II. AUTHORITY

Transportation Commission, pursuant to § 43-1-106, C.R.S.

III. APPLICABILITY

This Policy Directive applies to the Colorado Department of Transportation and all ~~divisions~~Divisions, ~~branches~~Branches, ~~offices~~Offices, and ~~regions~~Regions.

IV. POLICY

The Values that will guide the Colorado Department of Transportation and its employees are:

A. SAFETY – We work together to achieve a high performing safety culture!

We promote and apply consistent and sustainable safe work behaviors in everything we do. We foster a safety-focused environment, which is free of discrimination and harassment.

B. PEOPLE – We value our employees and the people of Colorado!

We acknowledge and recognize the skills and abilities of our coworkers and communities and draw strength from our diversity and commitment to equal opportunity. We advocate for an organizational culture where employees are empowered to speak up and encouraged to

participate in providing the best transportation systems for Colorado. We understand that our success depends on teamwork and collaboration with all relevant stakeholders, including government, industry partners, and the communities we are accountable to and serve.

C. INTEGRITY - We earn Colorado's trust!

We are honest and responsible in all that we do and hold ourselves to the highest moral and ethical standards. We work to build trust and accountability with all in our collaborations to get the work done. We are intentionally transparent, inclusive, and collaborative as transportation strategies and organizational policies are formed.

D. CUSTOMER SERVICE – We strive to provide the highest level of customer satisfaction and experience!

With a can-do attitude, we work together and with others to respond effectively to our internal and external customer's needs. We engage diverse voices in public processes to honor the cultural and environmental integrity of Colorado communities and to better provide access to the full range of transportation resources available. We support our co-workers by recognizing and encouraging their contributions to the workplace.

E. EXCELLENCE & ACCOUNTABILITY– We are committed to quality!

We leverage diversity to bring different ideas, experiences, and perspectives to further excellence in everything we do. We are transparent and inclusive leaders and problem solvers and hold ourselves to a high level of accountability. We, continuously improving our products, and services, and practices of financial, social, and environmental stewardship in support of our commitment to provide the best transportation systems for Colorado.

F. RESPECT – We treat everyone with respect!

We are kind and civil with everyone, and we act with courage, ~~and~~ humility, and accountability.

V. IMPLEMENTATION

This Policy Directive ~~shall~~will be effective immediately upon signature.

The Office of Policy and Government Relations ~~shall~~will post this Policy Directive on the CDOT internal website as well as on the CDOT public announcements.

Executive Management Team members ~~shall~~will provide this Policy Directive to their employees.

VI. REVIEW DATE

This Policy Directive will be reviewed on or before ~~October 2021~~ May 2026.

Herman Stockinger, III
Transportation Commission Secretary

Date

Colorado Bridge Enterprise Board
Meeting Minutes
April 15, 2021

PRESENT: Shannon Gifford, District 1
Don Stanton, District 2
Eula Adams, District 3
Karen Stuart, Chair, District 4
Kathleen Bracke, District 5
Barbara Vasquez, District 6
Kathy Hall, Vice Chair, District 7
Sidny Zink, District 8
Lisa Hickey, District 9
William Thiebaut, District 10
Gary Beedy, District 11

AND: Staff members, organization representatives, and broadcast publicly

An electronic recording of the meeting was made and filed with supporting documents in the Transportation Commission office.

In March, the Bridge Enterprise Board of Directors

- Approved Resolution #BE1, the minutes from the March Board Meeting
- Approved Resolution #BE2, 6th budget supplement

MEMORANDUM

TO: THE BRIDGE ENTERPRISE BOARD OF DIRECTORS
FROM: JEFF SUDMEIER, CHIEF FINANCIAL OFFICER
DATE: MAY 20, 2021
SUBJECT: SEVENTH SUPPLEMENT TO THE FISCAL YEAR 2020-21 BRIDGE ENTERPRISE BUDGET

Purpose

This month the Bridge Enterprise (BE) Board of Directors (Board) is being asked to approve budget supplements for three separate projects. The approvals requested are as follows:

- 1) A planned incremental increase to the design phase budget for the I-70 eastbound (EB) bridge over Polk Creek (F-12 AS) in Eagle County, Region 3.
- 2) The establishment of a design phase budget for the US 6 bridge over Elk Creek (F-06-A) in Garfield County, Region 3.
- 3) The establishment of a design phase budget for the Holyoke Bridge Bundle, which is comprised of the following BE eligible Region 4 structures: US 6 over Frenchman Creek (B-27-D) and US 6 over Draw (B-27-F) in Phillips County, and US 385 over Draw (A-27-A) in Sedgwick County.

Action

Staff is requesting Board approval of Proposed Resolution #BE-21-5-2, the seventh budget supplement to the Fiscal Year 2020-21 BE budget.

Background

Region 3:

A planned incremental budget increase to fund the 30% (FIR level) design of the BE eligible structure that is part of the larger I-70 Vail Pass Safety and Operations Improvement Project (Vail Pass Project) is being requested. A budget request for final design will be brought before the Board at a future date.

F-12-AS is located on a substandard curve within the limits of the larger project. The project will replace the deficient structure, realign a segment of I-70 EB to address safety issues associated with the substandard geometry, and add a climbing lane for additional capacity. The Vail Pass Project was awarded a FY2020 INFRA Grant last year. To increase the likelihood of CDOT being awarded a grant, the BE Board has previously authorized (re: Resolution #BE 20-02-02) a maximum of \$40M in CBE matching funds for the BE eligible portions of the project.

I-70 EB over Polk Creek (F-12-AS) is a top tier structure in the January 2021 BE prioritization plan. The structure has developed numerous fatigue cracks at its diaphragm connection plates and lateral bracing gusset plate connections which has resulted in the downgrade of the National Bridge Inventory (NBI) rating for the bridge superstructure (Item 59) to a 4 (out of 9) which classifies the bridge as “poor” and eligible for BE funding. Based on findings from the last several bridge inspections, the frequency and severity of planned and unplanned (emergency) repairs to address the fatigue cracking are likely to increase over time if the structure is not addressed.

I-70 ML East Bound over Polk Creek in Eagle County
(F-12-AS) (new not assigned yet) (SAP Project # 23929/1000...)

Budget Components by Phase, Funding Program, Fiscal Year

Phase of Work	Funding Program	Current Budget	BE Supplement Action				Revised Budget	Expended To-Date
			Year of Budget			Total Request		
			FY 2021	FY 2022	FY 2023			
Design	<i>FASTER Bridge Funds</i>	\$ 1,001,100	\$ 1,625,000	\$ -	\$ -	\$ 1,625,000	\$ 2,626,100	\$ 104,712
	Total Design	\$ 1,001,100	\$ 1,625,000	\$ -	\$ -	\$ 1,625,000	\$ 2,626,100	\$ 104,712
Total Project Budget & Expenditure		\$ 1,001,100	\$ 1,625,000	\$ -	\$ -	\$ 1,625,000	\$ 2,626,100	\$ 104,712
			Year of Expenditure			Total Request		
			FY 2021	FY 2022	FY 2023			
			\$ 130,000	\$ 1,495,000	\$ -		\$ 1,625,000	

The establishment of a design phase budget for US 6 over Elk Creek (F-06-A) is being requested. F-06-A is a historic steel low truss structure located in Garfield County and is a top tier structure in the January 2021 Prioritization Plan. The structure was constructed in 1933 and requires full rehabilitation or replacement due to its current condition. Significant corrosion and deterioration of steel elements has resulted in the structure being designated as load restricted with a black color code (no overweight vehicles or loads allowed). US 6 serves as detour for I-70 in this location which makes the load restriction a critical problem to address. The NBI rating for the bridge superstructure (Item 59) is currently a 4 (out of 9) which classifies the bridge as “poor” and eligible for BE funding. Additionally, the structure was identified as having functional and potential safety issues with a NBI rating for the deck geometry rating (Item 68) of 2 (out of 9).

US 6 ML over Elk Creek in Garfield County

(Old F-06-A) (New not assigned yet) (SAP Project #24493/1000...)

Budget Components by Phase, Funding Program, Fiscal Year

Phase of Work	Funding Program	Current Budget	BE Supplement Action				Revised Budget	Expended To-Date	
			Year of Budget						Total Request
			FY 2021	FY 2022	FY 2023	FY 2024			
Design	<i>FASTER Bridge Funds</i>	\$ -	\$ 526,600	\$ -	\$ -	\$ -	\$ 526,600	\$ 526,600	\$ -
	Total Design	\$ -	\$ 526,600	\$ -	\$ -	\$ -	\$ 526,600	\$ 526,600	\$ -
			Year of Expenditure				Total Request		
			FY 2022	FY 2023	FY 2024	FY 2025			
			\$ 203,109	\$ 202,102	\$ 78,959	\$ 42,430		\$ 526,600	

Region 4:

The establishment of a design phase budget for the Holyoke Bridge Bundle, which is comprised of the following BE eligible structures: US 6 over Frenchman Creek (B-27-D) and US 6 over Draw (B-27-F) in Phillips County, and US 385 over Draw (A-27-A) in Sedgwick Creek, is being requested. The three BE eligible structures are in close geographic proximity near Holyoke in northeast Colorado. These structures are being bundled into one project with one additional non-eligible structure to capitalize on economies of scale. Two of the structures are classified as top tier structures and the remaining structure (B-27-D) is categorized as a second-tier structure in the January 2021 Prioritization Plan. The average age of the structures is 80 years old and they are nearing the end of their useful service lives. Two of the structures are currently load restricted with a yellow color code meaning that they cannot presently withstand the maximum overload permit weights.

The Region has expressed that this project is a high priority due to the deteriorating condition of the structures. In the most recent structure inspection reports, A-27-A and B-27-F are noted as having numerous split timber stringers which has resulted in an NBI rating for the bridge superstructures (Item 59) of 4 (out of 9) and B-27-D is noted as having numerous bridge deck defects which has resulted in an NBI rating for the bridge deck (Item 58) of 4 (out of 9). All three bridge are classified as “poor” and eligible for BE funding.

Holyoke Bridge Bundle in Phillips and Sedgwick Counties
 (Old B-27-D, B-27-F, A-27-A) (new not assigned yet) (SAP Project # 22529/1000...)

Budget Components by Phase, Funding Program, Fiscal Year

Phase of Work	Funding Program	Current Budget	BE Supplement Action					Revised Budget	Expended To-Date
			Year of Budget				Total Request		
			FY 2021	FY 2022	FY 2023	FY 2024			
Design	<i>FASTER Bridge Funds</i>	\$ -	\$ 966,700	\$ -	\$ -	\$ -	\$ 966,700	\$ 966,700	\$ -
	Total Design	\$ -	\$ 966,700	\$ -	\$ -	\$ -	\$ 966,700	\$ 966,700	\$ -
			Year of Expenditure				Total Request		
			FY 2021	FY 2022	FY 2023	FY 2024			
			\$ 8,472	\$ 282,263	\$ 477,299	\$ 198,666	\$ 966,700		

Next Steps

Approval of these budget supplements will allow design to continue on the BE eligible portion of the Vail Pass project and will allow the other two projects; US 6 over Elk Creek and the Holyoke Bridge Bundle, to begin design.

Attachments

Attachment A: Proposed Resolution #BE-21-5-2.



COLORADO
Department of Transportation

Statewide Bridge Enterprise
 2829 W. Howard Place
 Denver, CO 80204-2305 **MEMORANDUM**

TO: BRIDGE ENTERPRISE BOARD OF DIRECTORS
FROM: JERAD ESQUIBEL, DIRECTOR OF PROJECT SUPPORT
DATE: MAY 20, 2021
SUBJECT: BRIDGE ENTERPRISE Q3 FY2021 QUARTERLY REPORT

Purpose

The Bridge Enterprise (BE) staff has prepared this quarterly program report to provide the BE Board of Directors an update of recent program activities. No action from the Board of Directors is requested; this report is for informational purposes only. Summarized below are the elements contained in the report. The report is also available in its entirety at: <https://www.codot.gov/programs/BridgeEnterprise/QuarterlyReports/fy2021-quarterly-reports>.

Program Progress

In Q3 FY2021, BE Staff continued to make progress addressing the state’s “Poor” bridge population. Multiple top tier structures from the BE Prioritization Plan were funded for design and construction. Staff also supported the development of an INFRA grant application for the I-270 Corridor Safety and Mobility Project. During this period, design funding was increased for nine structures as part of a planned incremental budgeting process and construction funding was established for three structures.

Funding increases were approved for the design phase of nine structures as itemized below.

Structure ID	Region	County	Facility Carried over Featured Intersection	Phase	Budget
E-16-HE	1	Jefferson	I-70 EBND over West 32 nd Ave	Design	\$1,263,300
E-16-HF	1	Jefferson	I-70 WBND over West 32 nd Ave		
F-19-E*	1	Arapahoe	US 36 over Draw	Design	\$2,633,500
F-20-J*	1	Arapahoe	US 40 over Draw		
F-20-L*	1	Arapahoe	I-70 Service Rd over Draw		
C-22-K*	4	Morgan	US 6 over UPRR; Platte; Beaver Canal		
D-24-O*	4	Washington	US 34 over Draw		
D-25-E*	4	Washington	SH 61 over Surveyor Creek		
D-28-D*	4	Yuma	US 34 over Republican River		

*Eastern Plains Timber Bridge Replacement Bundle

Funding was approved to initiate the construction phase for three structures as itemized below.

Structure ID	Region	County	Facility Carried over Featured Intersection	Phase	Budget
I-17-GQ	2	El Paso	I-25 NBND over Academy Blvd	Construction	\$24,940,100
I-17-GR	2	El Paso	I-25 SBND over Academy Blvd		
F-13-S_Minor	3	Summit	I-70 over Forest Service Rd	Construction	\$15,075,600

Active Project Portfolio

The BE program is currently delivering near historic levels with a robust active project portfolio consisting of 31 projects that will rehabilitate or replace 72 FASTER eligible structures and address approximately one million square feet of eligible bridge deck area throughout the state. The BE project prioritization process was developed to select projects from the statewide eligible bridge pool based on merit, rather than location, with the goal of obtaining the greatest benefit in increased bridge safety from available revenues. Although there is no regional distribution formula dictating the allocation of BE funds, BE staff proactively monitor equity at the regional and statewide level and consider equity when making programming decisions for structures of equivalent priority.

FY2021 INFRA Discretionary Grant Program

BE staff supported Region 1 and the Office of Policy and Government Relations with the development of a grant application for the I-270 Corridor Safety and Mobility Project through the USDOT FY 2021 INFRA Discretionary Grant Program. In March, the BE Board approved a resolution to commit up to \$90M in BE funding to address six bridges from the BE prioritization plan, totaling approximately 110,000 square feet of deck area, as part of the project. This commitment is contingent on the award of an INFRA grant. The bridge are itemized in the table below.

Structure ID	Region	County	Facility Carried over Featured Intersection	Deck Area (Sq. Ft.)
E-17-AT	1	Adams	SH 6 over Sand Creek	44,186
E-17-ID			I-270 WBND over S. Platte River	12,518
E-17-IE			I-270 EBND over S. Platte River	12,518
E-17-IF			I-270 WBND over Ditch Rd., Burlington Canal	8,869
E-17-IH			I-270 WBND over SH 265, UPRR, BNSF RR	14,951
E-17-IC			York St. over I-270	17,390

Program Schedule Update

The overall monthly program Schedule Performance Index (SPI) for Q3 FY2021 remained constant at or near 0.99, primarily due to the performance of completed projects. Although the active project SPI has decreased during Q3, the active project SPI steadily rose during FY2021 and has remained near or above 0.90 during Q3. The decrease in SPI for the quarter is primarily related to the decline in performance of one project due to inclement weather and is being monitored by BE staff. The program overall and active monthly Schedule Performance Index (SPI) for Q3 FY2021 is listed below.

Month	Overall SPI	Active SPI
January	1.00	0.95
February	1.00	0.94
March	0.99	0.90

Budget and Encumbrance Balances

BE staff continues to coordinate with Region staff to de-budget projects that are substantially complete in accordance with the SB 16-122. Since September 30, 2020 the budget and encumbrance balances have decreased by \$12,851. During this time, no projects were added or were removed from the list with one project remaining that is six months or older since substantial completion.

Program Financial Information

Actual FASTER revenues as of the close of Q3 FY2021 were \$81.2M, which is \$1.7M below the Q3 revenue forecast of \$82.9M. While the rate of collection is below the forecast, BE is not forecasting lower collections than the FY21 budget of \$112.0M.



TO: Board of Directors of the Colorado Bridge Enterprise (“BE”)

FROM: Keith Stefanik, Deputy Chief Engineer
Andrew Gomez, Colorado Attorney General’s Office

DATE: May 20, 2021

RE: Approval of Certain Additional Matters with Respect to the Previously Approved Colorado Bridge Enterprise Senior Revenue Bonds (Central 70 Project), Series 2021A, and Senior Project Infrastructure Bonds (Central 70 Project), Series 2021B

Purpose

The purpose of this memorandum is to summarize a proposed additional approval with respect to the (a) “Colorado Bridge Enterprise Senior Revenue Bonds (Central 70 Project), Series 2021A (Taxable)” (the “Series 2021A Bonds”) and (b) “Colorado Bridge Enterprise Senior Project Infrastructure Bonds (Central 70 Project), Series 2021B (Taxable)” (the “Series 2021B Bonds,” and together with the Series 2021A Bonds, the “Bonds”).

Since May 2020, the Colorado Department of Transportation (“CDOT”), High Performance Transportation Enterprise (“HPTE” and together with BE, the “Enterprises”), BE and the Central 70 Developer, Kiewit Meridiam Partners LLC (“KMP”)(collectively the “Parties”), have worked toward a global settlement related to certain Union Pacific Railroad (“UPRR”) related project disputes that would not increase either CDOT’s or the Enterprises’ project funding sources, while keeping schedule impacts to a minimum. A part of that settlement includes the Enterprises cooperating with KMP with respect to incurring additional debt to pay for a portion of the costs of designing and constructing the Central 70 Project and to refinance an outstanding loan provided to KMP by the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (“USDOT”).

Pursuant to Resolution #BE-2021-04-05 adopted by the BE Board on April 14, 2021 (the “Original Resolution”), the BE Board approved assisting KMP with incurring additional debt with respect to the Central 70 Project, by issuing the Bonds, in a combined aggregate principal amount not to exceed \$550,000,000. Pursuant to the Original Resolution, the BE Board approved selling the Bonds to RBC Capital Markets, LLC (“RBC”) and Barclays Capital Inc. (“Barclays”), as the underwriters of the Bonds (the “Underwriters”) pursuant to a bond purchase agreement to be entered into by and among BE, KMP and the Underwriters (the “Bond Purchase Agreement”).

KMP has approached BE with an alternative to selling the Bonds to the Underwriters, that would instead provide for selling the Bonds only to Barclays (or any affiliate of Barclays) and/or only to RBC (or any affiliate of RBC), as the sole underwriter or initial purchaser of the Bonds. Staff and KMP will work with Barclays and RBC to determine which alternative of sale (a sale to both RBC and Barclays, or a sale only to Barclays or a sale only to RBC) is in the best interest of all Parties.

Action

Staff requests that the BE Board of Directors (the “BE Board”) approve the following resolution:

The BE Board is asked to approve:

(1) **BE Resolution #BE-2021-X-X:** an alternative plan to selling the Bonds to the Underwriters (RBC and Barclays) pursuant to the Bond Purchase Agreement (previously approved by the BE Board pursuant to the Original Resolution), by selling the Bonds only to Barclays (or any affiliate of Barclays) and/or only to RBC (or any affiliate of RBC), as the sole underwriter or initial purchaser of the Bonds, pursuant to one or more purchase agreements substantially in the form of the Bond Purchase Agreement, and ratify the terms and provisions of the Original Resolution, as otherwise supplemented by the approval requested herein.

Next Steps:

If the BE Board approves the alternative process of selling the Bonds, Staff and KMP will continue to work with Barclays and RBC to determine which alternative of sale (a sale to both RBC and Barclays, or a sale only to Barclays and/or a sale only to RBC) is in the best interest of all Parties, and Staff and KMP will continue to work toward financial close, which is likely to occur in June 2021 following final approval of the Debt Restructuring by the USDOT.

Options/Decision Matrix

- 1) **Staff Recommendation:** Approve alternative process of selling the Bonds; including the accompanying Resolution.
- 2) Review but do not approve the alternative process of selling the Bonds. Provide instructions on changes or revisions. Sale of Bonds would proceed under the approval provided under the Original Resolution, which would involve selling the Bonds to RBC and Barclays, as the underwriters of the Bonds pursuant to the previously approved Bond Purchase Agreement.

Recommendations

The staff recommends that the BE Board adopt the resolution authorizing the alternative method of selling the Bonds.

Resolution

- 1) Resolution (BE-2021-X-X) approving an alternative plan to selling the Bonds to the Underwriters pursuant to the Bond Purchase Agreement (approved pursuant to the Original Resolution), by selling the Bonds only to Barclays (or any affiliate of Barclays) or only to RBC (or any affiliate of RBC), as the sole underwriter or initial purchaser of the Bonds, pursuant to a purchase agreement substantially in the form of the Bond Purchase Agreement approved by the BE Board pursuant to the Original Resolution, and ratify the provisions of the Original Resolution, as supplemented.



COLORADO
Department of Transportation
Statewide Bridge Enterprise

Bridge Enterprise
Quarterly Report





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Image 8. Severe Cracking on I-70 over Forest Service Rd (F-13-S_Minor)

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Introduction

This report is the 40th Quarterly Report published in support of the Colorado Bridge Enterprise (BE). This Report outlines the progress and accomplishments associated with the BE Program for work completed during January, February, and March of 2021; which coincides with the third quarter of the Colorado Department of Transportation's (CDOT) 2021 Fiscal Year (Q3 FY2021). Detailed information regarding the Funding Advancement for Surface Transportation and Economic Recovery (FASTER) legislation, program developments and activities, bond programs, previous significant milestones and achievements can be found in the Program Annual Newsletters and Quarterly Reports and are viewable on the Bridge Enterprise page on CDOT's website at <https://www.codot.gov/programs/BridgeEnterprise>.

The following is an itemization of significant Q3 FY2021 BE activities, some of which are discussed in further detail later in the report:

- Drafted and finalized the 39th Bridge Enterprise Quarterly Report (Q2 FY2021).
- Approved the 5th Budget Supplement of FY2021 to increase funding for the design phase of two projects and establish funding for the construction phase of two projects:
 - › Increase design funding for I-70 over West 32nd Ave (E-16-HE/HF)
 - › Increase design funding for the Region 4/1 Rural Bridge Replacement Program (7 structures)
 - › Establish the construction phase for I-25 over Academy Blvd (I-17-GQ/GR)
 - › Establish the construction phase for I-70 over Forest Service Rd (F-13-S_Minor)
- Revised and received Board of Directors approval of Policy Directive 16.0 (Oversight of FASTER Funding for State Bridges).
- Revised and received Executive Management approval of Procedural Directive 16.1 (Bridge Enterprise Management of FASTER Revenue and Selection of FASTER Bridge Projects).
- Presented the Board with the BE annual audited financial statements for FY2019 and FY2020.
- Approved a resolution to adopt the final FY2022 BE budget.
- Completed the draft update for the FY2022-FY2025 Statewide Transportation Improvement Program (STIP) and began drafting the FY2022-FY2025 BE Four-Year Plan.
- Supported the development of the INFRA grant application for the I-270 Corridor Safety and Mobility project which was submitted in March.
- Continued evaluation of funding scenarios for BE eligible components of projects on the approved SB267/SB1/SB262 project list, including the further evaluation of a high-level funding plan for the Floyd Hill project.
- Performed maintenance on the program baseline cost estimate.
- Performed status updates for various program metrics, including: major achievements, total program financial performance, and status of FASTER eligible structures.
- Completed monthly updates to the program schedule for work completed in January, February, and March of 2021, and conducted the regularly scheduled Schedule Change Control Board meeting.
- Continued efforts to de-budget excess funds on projects with completed phases and reallocate savings to other BE projects.
- Drafted and finalized the Winter BE Prioritization Plan based on the updated Staff Bridge Poor List and statewide regional outreach (previously advanced to the Q2 FY2021 Quarterly Report for expedited distribution).
- Continued development of new programmatic risk management tools, which include the Cost and Schedule Risk Assessment tools and the Risk-Informed Financial Planning Model.

Program Highlights

Program Progress Updates

In Q3 FY2021, BE Staff continued to make progress addressing the state’s “Poor” bridge population. Multiple top tier structures from the BE Prioritization Plan were funded for design and construction. Staff also supported the development of an INFRA grant application for the I-270 Corridor Safety and Mobility Project. A summary of these activities and other program highlights are provided below.

During this period, design funding was increased for nine structures as part of a planned incremental budgeting process. Seven of the structures are part of the Region 4/1 Eastern Plains Timber Bridge Replacement Bundle.

Table 1. Structures with Design Phase Funding Increases in Q3 FY2021

Bridge ID	Region	Facility Carried over Featured Intersection	County
E-16-HE	1	I-70 ML EBND over West 32nd Ave	Jefferson
E-16-HF	1	I-70 ML WBND over West 32nd Ave	Jefferson
F-19-E*	1	US 36 ML over Draw	Arapahoe
F-20-J*	1	US 40 ML over Draw	Arapahoe
F-20-L*	1	I-70 Service Rd over Draw	Arapahoe
C-22-K*	4	US 6 ML over UPRR; Platte; Beaver Canal	Morgan
D-24-O*	4	US 34 ML over Draw	Washington
D-25-E*	4	SH 61 ML over Surveyor Creek	Washington
D-28-D*	4	US 34 ML over Republican River	Yuma

*Eastern Plains Timber Bridge Replacement Bundle



Image 1. I-70 EBND over West 32nd Ave facing West (E-16-HE)



Image 2. Severe Deck Deterioration on I-70 WBND over West 32nd (E-16-HF)



Image 3. US 40 ML over Draw (F-20-J)



Image 4. Rotting Girder on US 36 ML over Draw (F-19-E)

Program Highlights

During this period three structures were funded for construction.

Table 2. Structures Funded for Construction in Q3 FY2021

Bridge ID	Region	Facility Carried over Featured Intersection	County
I-17-GQ	2	I-25 ML NBND over Academy Blvd	El Paso
I-17-GR	2	I-25 ML SBND over Academy Blvd	El Paso
F-13-S_Minor	3	I-70 ML over Forest Service Rd	Summit



Image 5. I-25 SBND over Academy Blvd (I-17-GR)



Image 6. Potholes and Settling on I-25 NBND over Academy Blvd (I-17-GQ)



Image 7. I-70 over Forest Service Rd (F-13-S_Minor)



Image 8. Severe Cracking on I-70 over Forest Service Rd (F-13-S_Minor)

Program Highlights

FY2021 INFRA Notice of Funding Opportunity

On February 17, 2021, the U.S. Department of Transportation (USDOT) released a Notice of Funding Opportunity (NOFO) for the FY 2021 INFRA Discretionary Grant Program. Management performed an evaluation to identify projects with the highest probability of award based on the selection criteria outlined in the NOFO. Through this process, the I-270 Corridor Safety and Mobility Project was identified as the top candidate for submission. This corridor improvement project aims to modernize a 7-mile stretch of interstate to reduce crashes and commute times as well as improve freight efficiency.

BE staff supported Region 1 and the Office of Policy and Government Relations with the development of the INFRA grant application which was submitted in March. The BE Board approved a resolution to commit up to \$90M in BE funding to address six bridges from the BE prioritization plan, totaling approximately 110,000 square feet of deck area. This commitment is contingent on the award of an INFRA grant.

Table 3. I-270 Project BE Eligible Structures

Structure ID	Facility over Feature Intersection	Region	County	Deck Area (Sq. Ft)
E-17-AT	SH 6 ML over Sand Creek	1	Adams	44,186
E-17-ID	I-270 ML WBND over S. Platte River	1	Adams	12,518
E-17-IE	I-270 ML EBND over S. Platte River	1	Adams	12,518
E-17-IF	I-270 ML WBND over Ditch Rd., Burlington Canal	1	Adams	8,869
E-17-IH	I-270 ML WBND over SH 265, UPRR, BNSF RR	1	Adams	14,951
E-17-IC	York St. over I-270 ML	1	Adams	17,390



Image 9. Severe Pier Deterioration on SH 6 over Sand Creek (E-17-AT)



Image 10. Severe Deck Deterioration on I-270 WBND over S. Platte River (E-17-ID)



Image 11. Severe Deck Deterioration on I-270 WBND over SH265, UPRR, BNSF RR (E-17-IH)



Image 12. Severe Abutment Deterioration on I-270 EBND over S. Platte River (E-17-IE)



Program Highlights

Q3 FY2021 Project Status Updates

- 1 structure started design (I-24-N)
- 4 structures completed design (H-13-G, I-17-GQ/GR, & F-13-S_Minor)
- 4 structures started construction (H-17-CF, M-22-N, & I-17-GQ/GR)

Other Relevant Q3 FY2021 bridge statistics are as follows:

- 49% of FASTER eligible structures are in construction or complete
- 13% of FASTER eligible structures are in design or design is complete
- 38% of FASTER eligible structures are remaining
- 1.5 million square feet of “poor” rated deck area has been addressed to date statewide

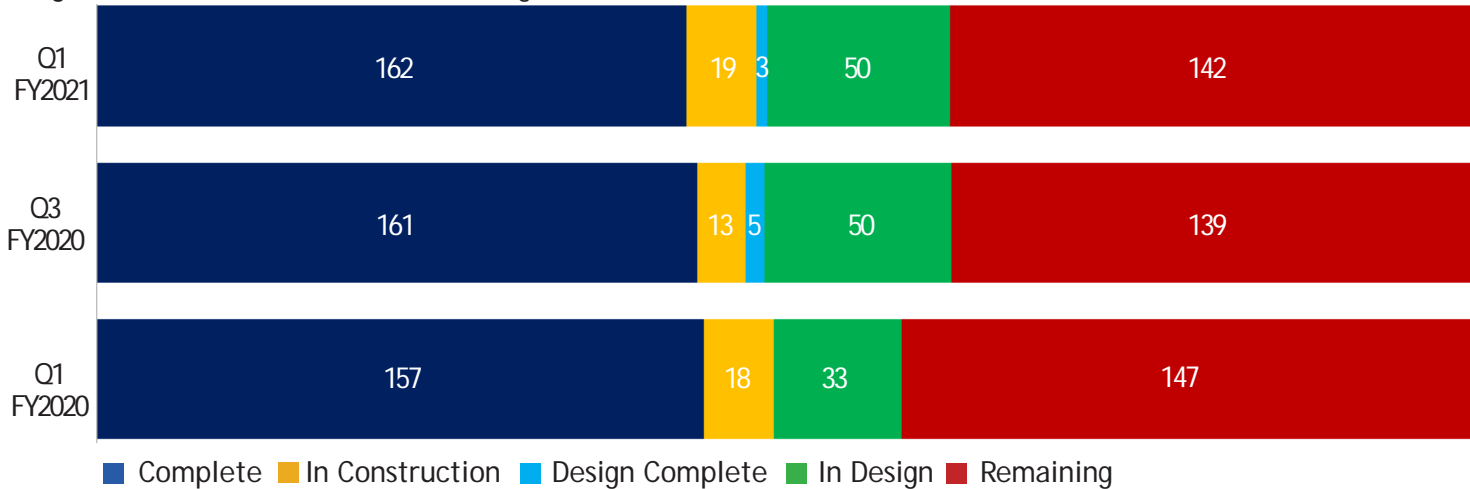
Project Status	Q3 FY2021 # of Structures
Remaining	144
In Design	48
Design Complete	4
In Construction	20
Projects Completed	165
Total	381

Table 4. Project Status of FASTER Eligible Structures as of Q3 FY2021

Figure A. Current Status of FASTER Eligible Structures



Figure B. Historic Status of FASTER Eligible Structures



Program Activities and Accomplishments

Active Project Portfolio

The BE program is currently delivering near historic levels with a robust active project portfolio consisting of 31 projects that will rehabilitate or replace 72 FASTER eligible structures and address approximately one million square feet of eligible bridge deck area throughout the state. The map below provides a high-level overview of current BE active projects.

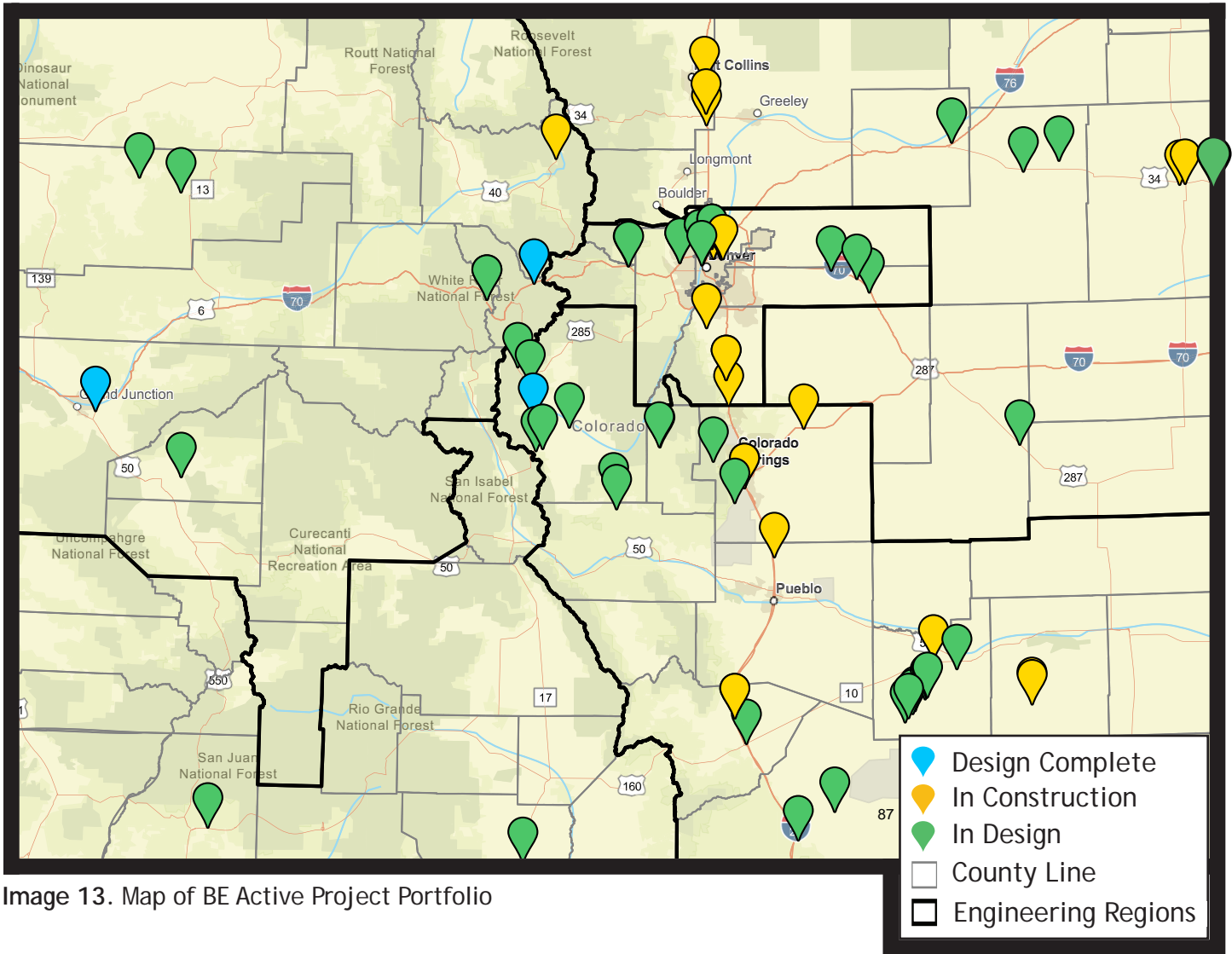


Image 13. Map of BE Active Project Portfolio

The BE project prioritization process was developed to select projects from the statewide eligible bridge pool based on merit, rather than location, with the goal of obtaining the greatest benefit in increased bridge safety from available revenues. Although there is no regional distribution formula dictating the allocation of BE funds, BE staff proactively monitor equity at the regional and statewide level and consider equity when making programming decisions for structures of equivalent priority.



Program Activities and Accomplishments

Program Schedule

The overall monthly program Schedule Performance Index (SPI) for Q3 FY2021 remained constant at or near 0.99, primarily due to the performance of completed projects. Although the active project SPI has decreased during Q3, the active project SPI steadily rose during FY2021 and has remained near or above 0.90 during Q3. The decrease in SPI for the quarter is primarily related to the decline in performance of one project due to inclement weather and is being monitored by BE staff. The program overall and active monthly Schedule Performance Index (SPI) for Q3 FY2021 is listed below.

Table 5. Overall and Active Project SPI Reported by Month

Month	Overall SPI	Active SPI
January	1.00	0.95
February	1.00	0.94
March	0.99	0.90

The overall SPI for the BE Program, is 0.99, which falls well above the 0.90 BE Program goal.

FY2022-FY2025 BE Four-Year Plan

BE staff completed the draft FY2022-FY2025 Statewide Transportation Improvement Program (STIP) update which serves as the basis for the program’s FY2022-FY2025 Four-Year Plan. Development of the BE Four-Year Plan is ongoing and scheduled for completion in Q4 FY2021 in parallel with the Transportation Commission approval and FHWA acceptance of the FY2022-FY2025 STIP. As part of this process, Staff are working with the CDOT Regions and other stakeholders to identify additional BE eligible projects to advance during the Four-Year planning period. A summary newly programmed projects will be provided in the Q4 FY2021 Quarterly Report.

Policy Directive 16.0 and Procedural Directive 16.1 Update

PD 16.0 (Oversight of FASTER Funding for State Bridges) and PD 16.1 (Bridge Enterprise Management of FASTER Revenue and Selection of FASTER Bridge Projects) were implemented in January 2016 and were due to be reviewed by January 2021. These policies and procedures have been effective in accomplishing their intended purpose; however, this update provided staff with the opportunity to align the documents to recent changes in FHWA policies, to better reflect new statutes and changes to outdated CDOT and BE processes and procedures, and to provide additional transparency on the BE planning and programming processes. BE Board approval of the updated PD 16.0 and Executive Director approval of PD 16.1 were obtained in March 2021.



Central 70

The FASTER Eligible portion of the Central 70 project includes approximately 8.5 miles of I-70 between Brighton Blvd. and I-270 in Denver. Six FASTER eligible structures are being addressed by the project, including “the Viaduct” (I-70 over US6, UPRR and CCD St.). These structures represent nearly 30% of BE’s current statewide eligible bridge deck area. Additionally, “the Viaduct” was identified as one of the 30 worst bridges in the state when the Enterprise was created in 2009 and will be the last of the 30 worst bridges to be addressed.

In Q3 FY2021, BE staff continued to coordinate with the Central 70 project team to refine the BE program models and track project progress. The following significant milestones were completed during this quarter:

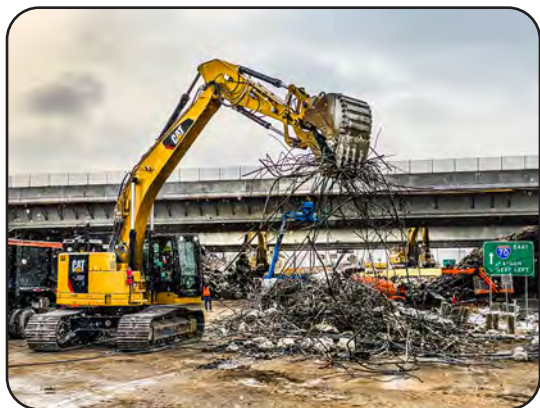


Image 14. Demolition of I-70 over Quebec Street Bridge

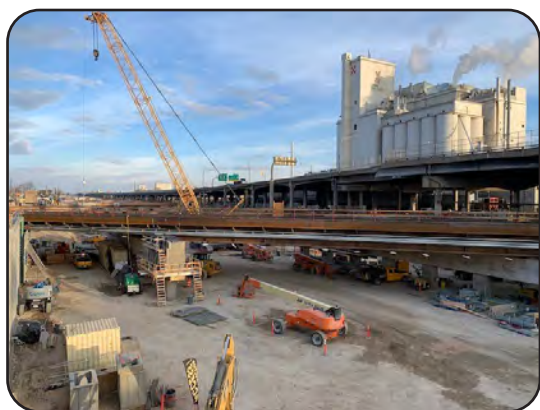


Image 15. Union Pacific Railroad over I-70 Operations



Image 16. Aerial of Pump Station near York Street

January

- Continued reconstruction of various structures along I-70 between Brighton Boulevard and Quebec Street, with emphasis on Milestone 2B structures.
- Continued construction of the Concrete Box Culvert and 66” diameter pipe crossing the UPRR tracks south of the UPRR Bridge.
- Continued construction of CCD/CDOT Cover Building, with placement of systems equipment in the building continuing this period
- Completed installation of the pump electrical service and supporting infrastructure at the pump station.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Continued installation of the jet fans in the westbound I-70 lanes of the Cover.
- Set bridge beams and deck panels on I-70 bridge over Holly Street.

February

- Continued installation of electrical, ITS, and fire suppression system under the Cover over westbound I-70.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Began placement of the girders for spans 3 and 4 of the UPRR Bridge Phase 5.
- Continuing installation of the jet fans in the westbound I-70 lanes of the Cover.
- Continuing median I-70 reconstruction work in the Center segment (Milestone 2B limits), including roadway subgrade work and slip-form barrier between Colorado Blvd and Quebec Street.
- Continuing construction of WB I-70 in the lowered section including drainage, walls, barrier, and paving.
- Continued work on Holly and Monaco Streets beneath I-70, including paving bottom lifts and opening the roadways to traffic.

March

- Continued construction of the Concrete Box Culvert and 66” Pipe crossing the UPRR tracks south of the UPRR Bridge.
- Continued installation of electrical, ITS, and fire suppression system under the Cover over westbound I-70.
- Continued construction of CCD/CDOT Cover Building, with placement and integration of systems equipment in the building continuing this period.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Completed placement of the girders for spans 3 and 4 of the UPRR Bridge Phase 5.
- Completed installation of the jet fans over the future westbound I-70 lanes of the Cover.



Program and Project Updates

Region 2 CBC Program

In Q1 FY2020, CDOT/BE was awarded a \$12.5M discretionary grant through the USDOT Competitive Highway Bridge Program (CHBP) for the replacement of 14 FASTER eligible structures. The program was originally referred to as the “Concrete Box Culvert and Corrugated Metal Pipe Culvert Program” in CDOT Region 2 but is also referred to as the Region 2 Bridge Bundle (R2B2). This design-build project will address the original 14 FASTER eligible structures that were included in the grant application as well as 5 additional nearby FASTER eligible structures in rural areas of southern Colorado. The structures are located along key corridors and their replacement will assist with rural mobility as well as enhance statewide connections to interstate commerce through the elimination of load restricted routes.

Program updates:

- Preliminary roadway and structure design is complete.
- ROW work is complete with no anticipated ROW needs.
- Draft Request for Proposal (RFP) and final RFP releases are anticipated in May and June of 2021, respectively.
- Design-Build procurement documents are being progressed.
- Project award is anticipated in Fall 2021.



Image 17. US 24 Service Rd over Fountain Creek in El Paso County (I-17-X)



Image 18. SH 61 over Surveyor Creek in Washington County (D-25-E)

Region 4/1 Rural Bridge Replacement Program

The Eastern Plains Bridge Replacement Program addresses seven FASTER eligible structures and three non-eligible structures throughout Eastern Colorado in CDOT Regions 4 and 1. These bridges provide critical rural mobility and play a key role in the movement of agricultural and resource products in the State. Maintenance needs of the bridges has greatly increased in recent years and the average age of the existing bridges is approaching 80 years. Funding to advance the design phase through final design was approved in this quarter. The project is utilizing construction manager/general contractor (CM/GC) contracting and will be delivered in multiple packages of similar structures located in close geographic proximity to gain efficiencies during design and construction.

Program Updates:

- 30% design (FIR level) is complete for all project packages.
- Cost review meeting for Package #1 was held.
- Completion of final design for Package #1 anticipated in Q1 FY2022.

Speer Blvd & 23rd Ave Project

This project will eliminate existing sub-standard vertical clearance conditions, mitigating damage caused by high-frequency truck strikes and opening the I-25 corridor to unrestricted freight traffic. Additionally, the planned replacement structure will accommodate future corridor modifications of I-25 through Central Denver. The completed Central I-25 Planning and Environmental Linkages (PEL) study evaluated various alternatives to improve local and regional mobility through the corridor segment and will inform the development of bridge alternatives during scoping and preliminary design phases.

Project Updates:

- The PEL study was released in June 2020.
- The Region released the RFP for preliminary design and NEPA services and consultant selection process is complete.
- The design consultant task orders have been issued and work is expected to start in earnest in April.



Image 19. Speer Blvd over I-25 in Denver County (E-16-EO)



Program and Project Updates



Image 20. I-70 over US6 and Clear Creek in Clear Creek County (F-15-BL)

Floyd Hill Project

This corridor improvement project includes the replacement of two eligible structures, F-15-BL, which carries traffic westbound on I-70 over Clear Creek and US 6 at the base of Floyd Hill, and F-15-BM, the ramp to US 6 from I-70 westbound. \$100M in SB267 funds were committed to the project in November 2019, however a significant funding gap still exists. BE, HPTE, and CDOT are evaluating potential alternatives to eliminate the funding gap. In Q2 FY2021, the project team continued to advance the preliminary design and the NEPA evaluation.

Project Updates:

- HPTE’s funding gap study is ongoing and expected to complete this summer.
- The NEPA evaluation and preliminary design are on scheduled for completion in Spring 2021.
- A joint TC, HPTE, and BE Board workshop was held in March to discuss project progress and potential project phasing.
- BE is currently developing an in-depth analysis of potential funding scenarios for FASTER eligible project components.

I-70 Vail Pass Safety and Operations Improvement Project

CDOT/BE was awarded \$60.7M through the FY2020 USDOT INFRA Discretionary Grant Program to advance the I-70 Vail Pass Safety and Operations Improvement Project. The BE program was leveraged to improve the competitiveness of the grant applications by increasing the state funding match and showing participation of multiple stakeholders. The project includes: the reconstruction of the BE eligible eastbound bridge over Polk Creek, construction of an eastbound auxiliary lane, shoulder widening, westbound curve modifications, reconstruction of a truck ramp, dynamic message signs, a variable speed limit system, and automated anti-icing technologies.

Project Updates:

- 30% design (FIR level) and 90% design (FOR level) completion scheduled for September 2021 and January of 2022, respectively.
- Additional planned design phase budget requests anticipated in Q4 FY2021 and Q2 FY2022.



Image 21. I-70 over Polk Creek in Eagle County (F-12-AS)

Split Timber Girder Repair Pilot Project

The current estimated replacement cost of all existing timber structures statewide that are rated in poor or fair condition is approximately \$300M. The level of funding required for a statewide timber bridge replacement program is not currently available so BE staff are partnering with Staff Bridge to develop a new repair specification to safely extend the service life of existing timber structures and remove load restrictions on key freight corridors. The goals of the study include: developing a new split timber stringer repair specification, eliminating repeat emergency repairs due to progressive failure, repairing bridges beyond original strength to increase load carrying capacity, and to better understanding the deterioration mechanisms of timber bridges under Colorado’s service environments.

Project Updates:

- Project advances were made by eliminating potential repair options due to constructibility issues.
- Project prioritization criteria and the structure selection process were identified.
- Non-BE funding sources were identified for the execution of repairs.
- Feedback from maintenance workers on internal capabilities and resources was recorded.



Image 22. Load Testing Sensors Measuring Displacement on US 36 over Vega Creek in Washington County



Budget and Encumbrances

Bridge Enterprise staff continues to coordinate with the Region staff to de-budget projects that are substantially complete in accordance with the SB 16-122. *Table 6* shows the encumbrance and budget balances as of March 31, 2021, by Region, for projects that have been substantially complete for more than six months. On April 24, 2020, the Chief Engineer and Chief Financial Officer announced guidance regarding project debudget and closure. This guidance has defined substantial completion as project final acceptance.

Table 6. Projects Substantially Complete over Six Months Aging Encumbrance and Budget Balances

Region	Encumbrances (\$)	Budget Balances (\$)	Projects	Phases
1	-	-	0	0
2	-	-	0	0
3	-	-	0	0
4	28,862	21,994	1	1
5	-	-	0	0
Total	28,862	21,994	1	1
% of Total Current Program	0.03%	0.01%	2.9%	1.9%
Previous Quarter (Q2 FY2021)	35,932	21,422		
Difference	-7,070	-572		

Since December 31, 2020 the budget and encumbrance balances have decreased by \$7,642. During this time, no projects were added or were removed from the list with one project remaining that is six months or older since substantial completion.

Removed/Closed Out	Additions
None	None



Financial Information

The following is a program overview of financial statistics as of March 31, 2021.

- The program has multiple funding sources including proceeds from the 2010 Build America Bond program, FASTER bridge fee dollars (collected yearly revenues from vehicle registrations), bank loan, and other funds which are primarily Federal. In addition, BE received a grant for the Concrete Box Culvert (CBC) and Corrugated Metal Pipe (CMP) project in Region 2 from the USDOT FY18 Competitive Highway Bridge Program (CHBP).
- From program inception (life-to-date) through March 31, 2021, a total of approximately \$1,430.3M has been budgeted (all funding sources), and Expenditures and Encumbrances are \$1,182.7M and \$95.9M (all funding sources), respectively. Reference *Table 7* below for details by funding source
- For comparison purposes, the totals from the previous quarterly report (Q2 FY2021) are also reported in the far-right column
- \$307.9M of 2010 BABs Bond proceeds and interest earnings available have been expended.

Table 7. Program Financial Statistics as of March 31, 2021 (\$ in Millions)

	Build America Bonds 2010 A Proceeds	FASTER Bridge	Bank of America Loan	Other Funds	Total Q3 FY2021	Total Q2 FY2021
Budget	\$307.9	\$1,015.9	\$40.7	\$65.8	\$1,430.3	\$1,430.6
Expenditures	\$307.9	\$768.3	\$40.7	\$65.8	\$1,182.7	\$1,168.9
Encumbrances	\$0.0	\$95.9	\$0.0	\$0.0	\$95.9	\$83.1

The Bridge Enterprise program currently consists of 193 funding-eligible structures; including 89 structures budgeted with bond funds. The structure count increased by four since last quarter, Q2 FY2021. The current programmed amount for these 193 structures is approximately \$1,719.7M. *Table 8* below provides an itemization of current funding sources for the Bridge Enterprise program.

Table 8. Current Allocation Plan (\$ in Millions)

Build America Bonds (\$ M)	FASTER Bridge (\$ M)	Other Funds (\$ M)	Bond Interest (\$ M)	Total (\$ M)
\$298.1	\$1,294.9	\$116.9	\$9.8	\$1,719.7

The Program Allocation Plan ¹ tracks BE projects programmed since the beginning of the Bond Program by funding source, preconstruction activity and construction activity. In addition, the Program Allocation Plan includes programmed projects that have yet to be budgeted, beginning with FY2021, and partially through FY2025, and includes budget adjustments that have not been posted as of March 31, 2021. Projects that were budgeted prior to the Bond Program are shown in summary at the bottom of the third page as Pre-Bond Projects. The program life-to-date (LTD) total liabilities for the BE program are \$1,719.7M, an increase of \$42.0M from the \$1677.7M total liability reported on December 31, 2020. This is primarily the result of updated estimates, new projects and budget actions.

¹ Reference Appendix A for the Program Allocation Plan



The Four-Year Quarterly Cash Flow Projection ² depicts all current available BE cash balances, forecast revenues, and forecast expenditures for currently programmed projects. BE liabilities and the timing of milestone payments for the Central 70 project are defined by the Amended and Restated IAA between CDOT, HPTE, BE and updated milestone forecasts are incorporated in the cash flow. This forecast model also considers Resolution BE 15-8-2 which sets parameters for the use of BE funds during the construction period of the Central 70 project. In addition, the forecast contains the Capital Performance (Availability) Payment, which grows at 2% per year.

Bridge Enterprise has forecast the cash balance to decrease by approximately \$222.1M, mostly due to the Central 70 project during the period of the Four-Year Cash Flow (April 2021 through March 2025), down to \$25.3M. To date, Central 70 Milestone Payments 2A and 3 have been made. BE will closely monitor project cost estimates, project timing and revenues and will adjust the programmed projects to maintain a positive cash balance if necessary. In accordance with the Amended and Restated IAA and updated milestone payments, the final milestone and substantial completion payments are both scheduled in January 2023. In accordance with Resolution BE-17-11-1, the contingency for the BE share of potential supervening events has been included in the cash drawdown forecast.

BE will continue to monitor and update the model and incorporate the most current revenue, cash and drawdown forecasts.

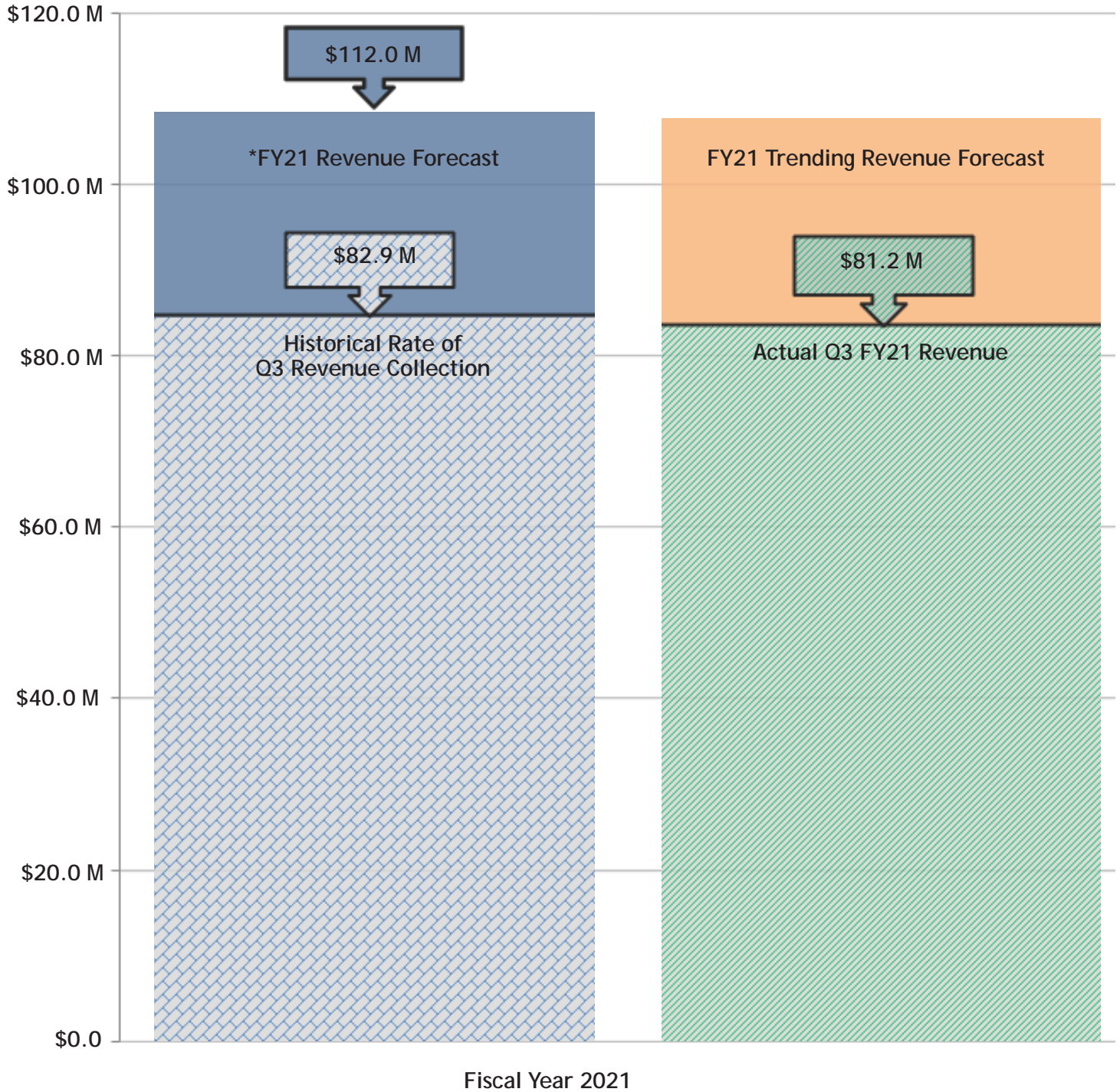
² Reference Appendix B for the Cash Flow Projection

As of Q3 FY2021, actual YTD BE revenues were \$81.2M, which is \$1.7M below the Q3 FY2021 revenue forecast of \$82.9M. While the rate of collection is below the forecast, BE is not forecasting lower collections than the FY21 budget of \$112.0M. This information is shown below in Figure C.

Figure C. Forecast vs Actual FASTER Revenue Comparison

COLORADO Department of Transportation Statewide Bridge Enterprise

Colorado Bridge Enterprise
 Forecast vs Actual Revenue Comparison



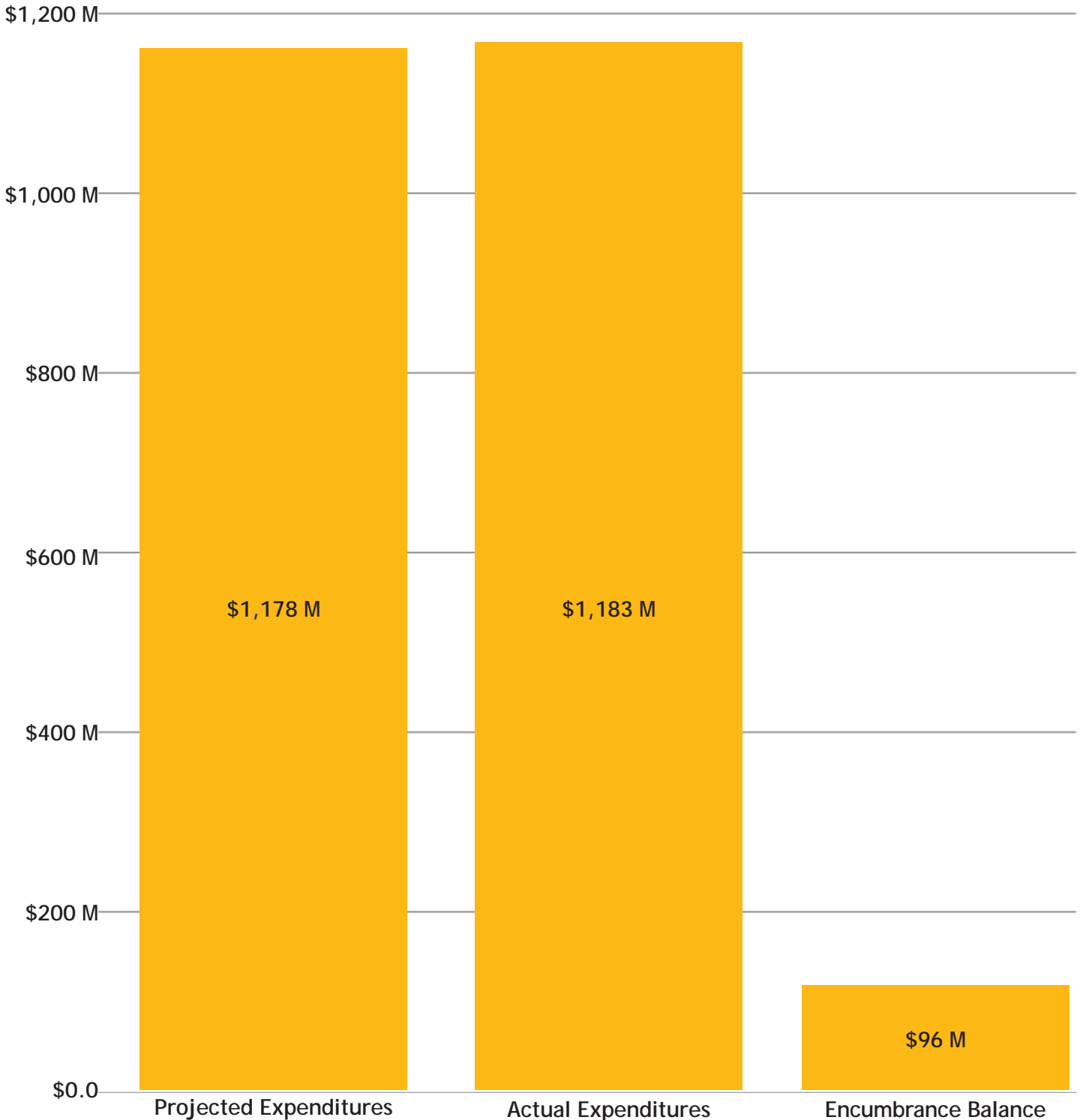
*Information Provided by OFMB

The total program financial performance graph (Figure D) depicts actual expenditures and encumbrances against projected expenditures, inception to date (ITD). Projected expenditures are forecast at \$1,178M on March 31, 2021, an increase of \$5M since December 31, 2020. Actual LTD expenditures as of March 31, 2021 are \$1,183M as compared to \$1,169M on December 31, 2020, an increase of \$14M or 1.2%. The current encumbrance balance is \$96M, an increase of \$13M since December 31, 2020.

Figure D. Total Program Financial Performance

 **COLORADO** Department of Transportation Statewide Bridge Enterprise

Colorado Bridge Enterprise Program Performance
 IDT - As of March 31, 2021





Colorado Bridge Enterprise
Program Allocation Plan - Quarterly Update
As of March 31, 2021 (FY21 -Q3)

Appendix A - Program Allocation Plan

Location	Project Accounting Number	Count	Original Bridge Number	Region	Pre-Construction				Construction				Project Total All Funds	Pre-Construction Date	Ad Date	Construction Start Date	Completion Date		
					Total Other Funds	Total FASTER Funds	2010 Bond Proceeds	Bond Interest	Total Pre-Construction All Funds	Total Other Funds	Total FASTER Funds	2010 Bond Proceeds						Bond Interest	Total Construction All Funds
US 36 ML over COMANCHE CREEK	18276	1	F-19-B	1	480,916	87,922	-	-	568,838	-	-	1,293,744	-	1,293,744	1,862,582	11/01/10	01/05/12	04/23/12	06/15/12
US 85 Cook Ranch Road to Louviers over draws	18899	2	G-16-B & G-16-C	1	-	-	-	-	-	-	40,845	2,952,598	-	2,993,443	2,993,443		06/28/12	10/19/12	11/15/13
US 85 over Sand Creek	19201	1	G-17-A	1	1	22,914	280,564	-	303,479	-	3,383,656	-	-	3,383,656	3,687,135	03/02/12	09/26/19	08/17/20	02/01/22
I-25 SANTA FE BRIDGES	18107	1	F-16-DT	1	103,040	624,989	-	-	728,029	11,225,034	2,977,229	-	-	14,202,263	14,930,292	11/04/10	03/16/11	07/11/11	07/07/14
I-25 SANTA FE BRIDGES	18107	1	F-16-DW	1	-	-	-	-	-	-	-	-	-	-	-	11/04/10	03/16/11	07/11/11	07/07/14
I 70 ML WBND over SAND CREEK	17537	1	E-17-GE	1	1,332,918	-	-	-	1,332,918	-	72,565	9,190,738	-	9,263,303	10,596,221	03/31/10	03/31/11	07/29/11	07/06/12
I 70 ML EBND over SAND CREEK	17537	1	E-17-BY	1	-	-	-	-	-	-	-	-	-	-	-	03/31/10	03/31/11	07/29/11	07/06/12
I 76 ML EBND over SOUTH PLATTE RIVER	18070	1	E-17-GM	1	-	962,189	-	-	962,189	-	23,276	12,080,497	-	12,103,773	13,065,962	03/29/10	05/19/11	09/12/11	07/13/12
I 76 ML WBND over SOUTH PLATTE RIVER	18070	1	E-17-GL	1	-	-	-	-	-	-	-	-	-	-	-	03/29/10	05/19/11	09/12/11	07/13/12
US 287+SH 88 over US 40 ML	18083	1	F-16-FW	1	-	603,407	516,500	-	1,119,907	310,294	14,414	6,110,347	-	6,435,055	7,554,962	03/31/10	06/30/11	09/26/11	01/16/13
SH121 ML-WADSWORTH over BEAR CREEK	18220	1	F-16-CS	1	-	1,076,625	-	-	1,076,625	348,289	120,892	8,432,470	-	8,901,651	9,978,276	04/01/10	10/20/11	03/26/12	08/30/13
SH 95 ML over UP RR, RR SPUR	18082	1	E-16-GQ	1	396,399	-	-	-	396,399	-	60,333	6,293,279	-	6,353,612	6,750,011	04/29/08	02/02/12	04/24/12	11/01/13
US 6 ML over SH 95 ML/SHERIDAN AVE.	18154	1	F-16-FL	1	318,483	585,721	-	-	904,204	-	312	12,626,612	-	12,626,924	13,531,128	04/01/09	10/21/11	01/03/12	07/12/13
SH 121 WADSWORTH PARKWAY ML SBND over US 36 ML	18194	1	E-16-FK	1	-	-	1,571,097	-	1,571,097	-	4,273,930	19,370,801	-	23,644,731	25,215,828	05/27/11	09/30/11	05/10/12	10/30/13
CNTY RD / OLD WADS over US 36 ML	18195	1	E-16-FL	1	-	583,182	-	-	2,083,802	-	1,878,228	8,537,572	-	10,415,800	12,499,602	05/27/11	09/30/11	05/10/12	10/30/13
US 40 ML EBND over SAND CREEK	18180	1	F-17-F	1	-	-	1,819,331	-	1,819,331	-	1,250,185	6,000,689	-	7,250,874	9,070,205	08/01/11	05/02/13	07/23/13	03/16/15
US 40 ML WBND over SAND CREEK	18180	1	F-17-BS	1	-	-	-	-	-	-	-	-	-	-	-	08/01/11	05/02/13	07/23/13	03/16/15
PECOS STREET over I 70 ML	18149	1	E-16-FW	1	-	6,097,615	512,347	-	6,609,962	4,380,000	249,582	14,097,698	-	18,727,280	25,337,242	04/01/11	08/07/12	11/05/12	10/01/13
PEORIA STREET over I 76 ML	18152	1	E-17-EX	1	-	10,998	1,466,306	-	1,477,304	-	14,108	3,299,496	-	3,313,604	4,790,908	04/01/11	05/02/13	07/24/13	12/05/13
US 85 ML NBND over DAD CLARK GULCH	18191	1	F-16-F	1	-	-	686,671	-	686,671	-	-	2,316,449	-	2,316,449	3,003,120	10/14/11	08/16/12	11/27/12	09/05/13
SH 88 ML/ARAP RD over CHERRY CREEK	18147	1	F-17-DM	1	-	7,611,291	850,700	-	8,461,991	-	9,821,300	9,060,728	2,000,000	20,882,028	29,344,019	02/01/11	08/15/13	10/21/13	08/03/15
Wetland Monitoring	21474	0	F-17-DM	1	-	194,600	-	-	194,600	-	-	-	-	-	194,600	-	-	-	-
I 76 ML EBND over UP RR	18151	1	E-17-DC	1	-	2,477,672	-	-	2,477,672	-	11,628,627	371,722	1,000,000	13,000,349	15,478,021	04/15/11	02/14/14	08/04/14	11/06/15
I 76 ML WBND over UP RR	18151	1	E-17-DU	1	-	-	-	-	-	-	-	-	-	-	-	04/15/11	02/14/14	08/04/14	11/06/15
SH 44 ML over BULL SEEP	18206	1	E-17-ER	1	8,500	-	3,727,424	-	3,735,924	1,620,976	5,182,593	2,557,057	-	9,360,626	13,096,550	07/01/11	09/26/13	01/06/14	08/14/15
SH44 ML(104TH AVE) over SOUTH PLATTE RIVER	18206	1	E-17-CA	1	-	-	-	-	-	-	-	-	-	-	-	07/01/11	09/26/13	01/06/14	08/14/15
US 6 ML over SOUTH PLATTE RIVER	19190	1	F-16-EF	1	-	-	-	-	-	-	9,750,739	6,342,205	600,000	16,692,944	16,692,944	09/01/11	10/15/12	06/30/13	12/21/15
US 6 ML over BRYANT STREET	18192	1	F-16-EN	1	-	3,530,749	5,445,850	-	8,976,599	951,229	11,000,419	12,837,177	2,279,210	27,068,035	36,044,634	09/01/11	10/15/12	06/30/13	12/21/15
US 6 ML over BNSF RR	18202	1	F-16-EJ	1	-	1,195,223	-	-	1,195,223	-	4,447,009	5,995,919	1,600,000	12,042,928	13,238,151	09/01/11	10/15/12	06/30/13	12/21/15
US 40 ML EBND over TOLLGATE CREEK	18204	1	F-17-GO	1	55,730	-	2,269,690	-	2,325,420	238,326	9,117,758	-	500,000	9,856,084	12,181,504	02/01/11	01/16/14	06/09/14	09/22/16
US 40 ML WBND over TOLLGATE CREEK	18204	1	F-17-GA	1	-	-	-	-	-	-	-	-	-	-	-	02/01/11	01/16/14	06/09/14	09/22/16
SH 58 over FORD	18770	1	E-16-HA	1	-	-	692,994	-	692,994	-	57,877	5,271,384	-	5,329,261	6,022,255	11/14/11	03/21/13	06/03/13	06/27/14
US 287 Federal over BNSF at 69th Ave.	18908	1	E-16-AA	1	-	1,073,902	2,260,507	-	3,334,409	522,453	15,230,467	-	-	15,752,920	19,087,329	11/01/12	11/20/14	01/29/15	11/18/16
US 287 Federal over BNSF at 69th Ave.	20513	0	E-16-AA	1	-	648,232	-	-	648,232	-	-	-	-	-	648,232	-	-	-	-
I-70 ML over Havana St.	19339	1	E-17-JP	1	1	86,567	1,675,000	-	1,761,568	-	24,351,102	-	500,000	24,851,102	26,612,670	11/26/12	11/20/14	04/13/15	11/29/16
US 6 over Garrison	19478	1	F-16-ER	1	1	605,839	200,000	-	805,840	-	13,338,258	500,000	-	13,838,258	14,644,098	03/29/13	07/03/14	01/15/15	04/30/16
Central 70 RW Design Utilities Environmental Miscellaneous Consturction	19631	0	E-17-FX, E-17-EW, E-17-DF, E-17-KR, E-17-GA, E-17-GB	1	-	138,410,144	-	-	138,410,144	-	-	-	-	-	138,410,144	07/22/13	-	-	-
	19631	0		1	-	7,225,713	-	-	7,225,713	-	-	-	-	-	7,225,713	07/22/13	-	-	-
	19631	6		1	-	10,233,100	-	-	10,233,100	-	-	-	-	-	10,233,100	07/22/13	-	-	-
	19631	0		1	-	4,937,283	-	-	4,937,283	-	-	-	-	-	4,937,283	07/22/13	-	-	-
	19631	0		1	25,000,000	11,503,094	-	-	36,503,094	-	-	-	-	-	36,503,094	07/22/13	-	-	-
	19631	0		1	-	-	-	-	-	-	260,845,502	-	-	260,845,502	260,845,502	07/22/13	-	-	-
I 70(BUSINESS RT) over I 70 ML	19984	1	F-14-Y	1	-	-	-	546,911	546,911	-	10,937,963	-	-	10,937,963	11,484,874	01/27/14	03/06/15	04/02/15	06/27/16
I 70 over CLEAR CREEK	22716	1	F-15-BL	1	-	12,133,000	-	-	12,133,000	-	-	-	-	-	12,133,000	09/06/18	-	-	-
US 6 over South Platte CLMOR/LOMR	22878	0	F-16-EF	1	-	20,000	-	-	20,000	-	-	-	-	-	20,000	-	-	-	-
I-76 WBND over CLEAR CREEK	22391	1	E-16-LU	1	-	661,926	-	-	661,926	-	3,062,350	-	-	3,062,350	3,724,276	11/19/18	01/09/20	06/01/20	10/30/20
I-76 EBND over CLEAR CREEK	22391	1	E-16-LT	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
I-76 WBND over CLEAR CRK SCOUR MITIGATE	23444	0	E-16-LU	1	-	405,550	-	-	405,550	-	1,600,000	-	-	1,600,000	2,005,550	11/24/19	12/14/21	06/01/21	11/26/21
I-76 EBND over CLEAR CRK SCOUR MITIGATE	23444	0	E-16-LT	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
South I-25 GAP Segment 3	22927	1	H-17-CH	1	-	-	-	-	-	-	5,041,100	-	-	5,041,100	5,041,100	-	-	08/07/19	12/30/22
South I-25 GAP Segment 4	23477	1	H-17-CI	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SPEER BLVD. over I-25	22969	1	E-16-EW	1	-	5,850,600	-	-	5,850,600	-	56,000,000	-	-	56,000,000	61,850,600	01/23/19	-	-	-
23rd AVE over I-25	22969	1	E-16-EO	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
I-70 over 32nd AVE EBND	23673	1	F-16-DA	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
I-70 over 32nd AVE WBND	23673	1	E-16-HE	1	-	1,869,500	-	-	1,869,500	-	15,000,000	-	-	15,000,000	16,869,500	02/01/20	-	08/05/21	12/09/22
I-70 over 32nd AVE WBND	23673	1	E-16-HF	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SH 105 over DRAW	23681	1	G-17-AL	1	-	250,000	-	-	250,000	-	2,700,								

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					Total Other Funds	Total FASTER Funds	2010 Bond Proceeds	Bond Interest	Total Pre-Construction All Funds	Total Other Funds	Total FASTER Funds	2010 Bond Proceeds						Bond Interest	Total Construction All Funds
SH 120 ML over RR, ARKANSAS RIVER	18013	1	K-16-K	2	-	468,198	-	-	468,198	-	653,545	4,833,271	-	5,486,816	5,955,014	07/09/10	05/25/12	10/08/12	06/27/14
US 350 ML over DRAW	18177	1	M-21-D	2	-	449,681	-	-	449,681	-	-	1,509,477	-	1,509,477	1,959,158	02/01/11	08/25/11	10/19/11	05/18/12
US 24 ML over BLACK SQUIRREL CREEK	18203	1	H-18-A	2	-	288,894	-	-	288,894	-	-	2,993,733	-	2,993,733	3,282,627	06/01/10	09/09/11	11/15/11	08/17/12
CUCHARAS	18250	1	O-16-A	2	-	176,063	-	-	176,063	-	-	-	-	-	176,063	12/01/10	-	-	-
SH 12 PURGATOIRE RIVER	18251	1	P-17-H	2	-	150,662	-	-	150,662	-	-	-	-	-	150,662	12/01/10	-	-	-
CUCHARAS & SH 12 PURGATOIRE RIVER COMBINED CONST.	18640	0	O-16-A & P-17-H	2	-	-	-	-	-	-	-	2,132,692	-	2,132,692	2,132,692	-	10/20/11	02/24/12	11/15/12
US 160 ML over CAT CREEK	18321	1	O-26-L	2	-	340,422	868	-	341,290	-	-	-	-	-	341,290	02/01/11	-	-	-
US 160 ML over DRAW	18321	1	O-25-I	2	-	-	-	-	-	-	-	-	-	-	-	02/01/11	-	-	-
US 160 ML over N FK Sand Arroyo	18321	1	O-25-H	2	-	-	-	-	-	-	-	-	-	-	-	02/01/11	-	-	-
Combined		0	O-26-L, O-25-I/H	2	-	-	-	-	-	-	12,034	3,543,166	-	3,555,200	3,555,200	-	12/15/11	03/29/12	12/13/12
SH 101 ML over DRAW	18178	1	M-24-B	2	-	268,899	-	-	268,899	-	-	-	-	-	268,899	02/01/11	-	-	-
SH 101 ML over Purgatoire River - R2	18435	1	L-24-F	2	-	-	132,413	-	132,413	-	-	-	-	-	132,413	02/01/11	-	-	-
COMBINED CONST. SH 101 ML over DRAW and over PURGATOIRE RIVER	18722	0	M-24-B & L-24-F	2	-	-	-	-	-	-	-	3,731,491	-	3,731,491	3,731,491	-	11/23/11	03/29/12	10/31/12
SH 266 ML over HOLBROOK CANAL	18179	1	L-22-O	2	-	722,726	-	-	722,726	-	-	-	-	-	722,726	12/01/10	-	-	-
FT. LYON STORAGE CANAL	18179	1	L-22-E	2	-	-	-	-	-	-	-	-	-	-	-	12/01/10	-	-	-
SH 71 ML over FT. LYON CANAL	18440	1	L-22-K	2	-	200	743,798	-	743,998	-	-	-	-	-	743,998	07/15/11	-	-	-
COMBINED CONST. HOLBROOK & FT. LYON CANAL & STORAGE CANAL	18627	0	L-22-O, E & K	2	-	-	799,497	-	799,497	-	32,953	5,486,885	-	5,519,838	6,319,335	-	09/22/11	08/20/12	03/07/13
US 50 ML over BNSF RR	18155	1	L-28-C	2	-	1,553,259	106,079	-	1,659,338	-	6,166,545	1	-	6,166,546	7,825,884	02/01/11	07/17/14	02/23/15	07/01/16
US 50 ML over DRAW		1	L-27-S	2	-	-	-	-	-	-	-	-	-	-	-	02/01/11	07/17/14	02/23/15	07/01/16
US 350 ML over DRAW	18461	1	O-19-J	2	-	-	299,217	-	299,217	-	-	2,105,844	-	2,105,844	2,405,061	10/15/10	09/20/12	12/03/12	06/18/13
SH 239 ML OVER IRRIGATION CANAL		1	P-19-AD	2	-	-	-	-	-	-	-	-	-	-	-	10/15/10	09/20/12	12/03/12	06/18/13
US 350 ML over PURGATOIRE RIVER	18208	1	O-19-H	2	-	493,712	-	-	493,712	-	34,143	3,153,661	-	3,187,804	3,681,516	10/15/10	02/21/13	04/29/13	04/11/14
SH 120 ML over DRAW, UP RR	18370	1	K-16-S	2	-	505,078	755,829	-	1,260,907	-	4,106,291	312,427	-	4,418,718	5,679,625	03/15/11	06/19/14	10/28/14	01/08/16
I-25 ML over Indiana Ave.	19206	0	L-18-M & L-18-W	2	-	123,988	108,191	-	232,179	-	-	-	-	-	232,179	10/15/12	-	-	-
Northern Ave. over I-25 ML	19207	0	L-18-AQ	2	-	132,619	2,000	-	134,619	-	-	-	-	-	134,619	10/15/12	-	-	-
I-25 over Ilex, RR, Bennet	17666	0	K-18-CL	2	7,547,800	599,222	1,908,484	-	10,055,506	-	-	-	-	-	10,055,506	06/01/11	-	-	-
I-25 over Ilex, RR, Bennet	17666	0	K-18-CK	2	-	-	-	-	-	-	-	-	-	-	-	06/01/11	-	-	-
I-25 ML over Indiana Ave.	19205	1	L-18-M	2	-	-	-	-	-	-	3,271,797	10,000	-	3,281,797	3,281,797	-	03/06/14	04/01/15	10/29/16
I-25 ML over Indiana Ave.	19205	1	L-18-W	2	-	-	-	-	-	-	771,562	10,000	-	781,562	781,562	-	03/06/14	04/01/15	10/29/16
Northern Ave. over I-25 ML	19205	1	L-18-AQ	2	-	-	-	-	-	-	3,918,686	10,000	-	3,928,686	3,928,686	-	03/06/14	04/01/15	10/29/16
Mesa Ave over I-25 ML	19205	1	L-18-AU	2	-	-	-	-	-	-	3,527,195	10,000	-	3,537,195	3,537,195	-	03/06/14	02/10/15	10/18/16
I-25 ML NBND over US 50 ML	19205	1	K-18-AX	2	-	-	-	-	-	-	3,469,192	10,000	-	3,479,192	3,479,192	-	03/06/14	02/10/15	10/19/16
US 50 BUS EBND over Arkansas River	19205	1	K-18-R	2	-	-	-	-	-	-	5,000,941	11,983	-	5,012,924	5,012,924	-	03/06/14	02/10/15	10/19/16
I-25 over Ilex, RR, Bennet	19205	1	K-18-CL	2	-	-	-	-	-	1,300,757	38,489,977	100,000	-	39,890,734	39,890,734	-	03/06/14	02/10/15	12/27/18
I-25 over Ilex, RR, Bennet	19205	1	K-18-CK	2	-	-	-	-	-	1,300,757	-	-	-	-	-	-	03/06/14	02/10/15	12/27/18
Sub-Total Ilex					-	-	-	-	-	1,300,757	58,449,350	161,983	-	59,912,090	59,912,090	-	-	-	-
I-25 Frontage Road over Pine Creek	19123	1	I-17-O	2	-	-	168,125	-	168,125	-	-	-	-	-	168,125	10/15/12	-	-	-
US50 ML over Draw Cotopaxi-Texas Creek	19304	1	K-14-J	2	-	-	342,596	-	342,596	-	1,452,992	-	-	1,452,992	1,795,588	10/30/12	06/12/14	03/01/15	08/15/15
SH69 ML over Milligan Arroyo	19055	1	M-16-P	2	-	3,460	385,840	-	389,300	-	-	-	-	-	389,300	12/19/12	03/01/18	05/29/18	06/26/19
	22320				-	37,260	-	-	37,260	-	3,598,764	-	-	3,598,764	3,636,024				
I-25 Bus Route over Sull Creek	19054	1	N-17-C	2	-	3,876	558,109	-	561,985	-	-	1,910,242	-	1,910,242	2,472,227	12/19/12	10/24/13	02/17/14	09/03/14
SH160 ML over Smith Canyon	19053	1	P-23-A	2	-	-	373,691	-	373,691	-	1,775,780	-	-	1,775,780	2,149,471	12/19/12	02/05/15	05/26/15	10/30/15
SH71 over ARKANSAS RIVER	21012	1	L-22-L	2	-	254,704	-	-	254,704	-	6,517,636	-	-	6,517,636	6,772,340	05/13/15	08/30/18	12/10/18	11/15/19
SH 96 over Rush Creek	21011	1	K-17-F	2	-	344,896	-	-	344,896	-	2,275,375	-	-	2,275,375	2,620,271	07/29/15	03/29/18	07/16/18	12/14/18
I-25 over CO RD640, Butte Creek	20407	1	N-17-BN	2	-	-	-	-	-	-	10,041,332	-	-	10,041,332	10,583,414	10/23/17	08/08/18	10/15/18	11/24/20
I-25 over CO RD 103, Butte Creek		1	N-17-S	2	-	542,082	-	-	542,082	-	-	-	-	-	-				
I-25 over US 160 ML, RR Spur	22350	1	N-17-AD	2	-	1,168,890	-	-	1,168,890	-	14,252,457	-	-	14,252,457	15,421,347	11/06/17	02/04/21	04/05/21	12/02/22
I-25 SB over Draw	22823	1	K-18-U	2	-	102,986	-	-	102,986	-	2,531,140	-	-	2,531,140	2,634,126	11/05/18	12/05/19	04/07/20	10/30/20
US 285 over South Fork South Platte River	22865	1	H-13-G	2	-	486,730	-	-	486,730	-	3,649,425	-	-	3,649,425	4,136,155	01/01/19	12/01/20	06/01/20	11/30/21
SH 71 over HIGHLINE CANAL	23005	1	M-22-N	2	-	333,631	-	-	333,631	-	1,908,205	-	-	1,908,205	2,241,836	06/01/19	05/07/20	02/23/21	11/30/21
SH 101 over DRAW	23006	1	M-24-A	2	-	235,942	-	-	235,942	-	-	-	-	-	3,434,556	06/01/19	05/07/20	09/17/20	03/04/21
SH 101 over DRAW	23007	1	M-24-I	2	-	375,000	-	-	375,000	-	3,198,614	-	-	3,198,614	375,000	06/01/19	05/07/20	09/17/20	03/04/21



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					Total Other Funds	Total FASTER Funds	2010 Bond Proceeds	Bond Interest	Total Pre-Construction All Funds	Total Other Funds	Total FASTER Funds	2010 Bond Proceeds						Bond Interest	Total Construction All Funds
US 24 over DRAW	22995	1	H-19-C	2		242,165	-		242,165	-	1,940,592	-	1,940,592	2,182,757	03/29/19	10/01/20	01/01/21	09/30/21	
I-25 SB over S. ACADEMY BLVD.	23605	1	I-17-GR	2					1,724,900		24,940,100	-	24,940,100	26,665,000	10/01/19	09/01/20	02/15/21	12/28/22	
I-25 NB over S. ACADEMY BLVD.		1	I-17-GQ																
R2 CHBP Grant - Design thru Procurement	23558	14		2	2,129,040	532,260			2,661,300	10,345,960	43,872,040		54,218,000	56,879,300	01/01/20	01/01/21	05/01/21	12/31/22	
R2 Non-Grant - Design thru Procurement	23559	5		2	-	938,800			938,800	-	11,138,300		11,138,300	12,077,100	01/01/20	01/01/21	05/01/21	12/31/22	
US 285 at SH 9		1	H-13-A	2							3,650,463		3,650,463	3,650,463					
US 6 ML over EAGLE RIVER	18160	1	F-09-H	3	155,656	150,986	-	-	306,642	-	-	4,201,213	4,201,213	4,507,855	09/28/10	05/19/11	07/20/11	05/18/12	
US 50 SERVICE RD over GUNNISON RVR SR	18193	1	J-09-C	3	143,514	-	203,584	-	347,098	-	-	2,369,188	2,369,188	2,716,286	06/01/10	06/23/11	08/29/11	08/31/12	
US 50 SERVICE RD over GUNNISON RVR SR	18193	1	J-09-D	3	-	-	-	-	-	-	-	-	-	-	06/01/10	06/23/11	08/29/11	08/31/12	
I 70 SERVICE RD over COLORADO RIVER SR	18162	1	F-08-F	3	146,819	-	1,805,747	-	1,952,566	-	-	7,966,405	7,966,405	9,918,971	04/06/11	09/02/12	09/04/12	09/30/13	
Historic Eagle County Bridges Book	19325	0	F-08-F	3	-	22,062	-	-	22,062	-	-	-	-	22,062	-	-	-	-	
US 40 ML over E FORK ELK RIVER	18138	1	C-09-C	3	-	-	1,517,178	-	1,517,178	-	-	4,117,918	4,117,918	5,635,096	04/01/11	12/13/12	02/28/13	11/19/13	
I 70 ML EBND over US 6, RR, EAGLE RIVER	18159	1	F-11-AC	3	1	-	1,779,324	-	1,779,325	-	12,457,996	500,000	12,957,996	14,737,321	04/01/11	03/06/14	07/19/14	05/05/17	
I 70 ML WBND over US 6, RR, EAGLE RIVER	18159	1	F-11-AB	3	-	-	-	-	-	-	-	-	-	-	04/01/11	03/06/14	07/19/14	05/05/17	
SH 82 ML over I70 ML COLORADO RVR,RR	18158	1	F-07-A	3	75,569	30,684,256	10,537,357	-	41,297,182	1,853,821	57,561,362	-	59,415,183	100,712,365	05/11/11	07/01/15	01/01/16	10/30/18	
PEDESTRIAN BRIDGE over COLORADO RVR	21122	0		3	-	-	-	-	-	5,492,960	9,298,894	-	14,791,854	14,791,854	05/11/11	07/01/15	01/01/16	10/30/18	
US 34 over NORTH FORK COLORADO RIVER	21010	1	D-13-A	3	-	872,718	-	-	872,718	-	5,954,412	-	5,954,412	6,827,130	06/08/17	11/07/18	04/01/19	09/15/20	
I-70 WBND over Colorado River	21007	1	F-05-L	3	231,182	26,919	-	-	258,101	-	-	-	-	258,101	08/12/15	02/01/18	04/02/18	12/15/18	
	22359					40,876			40,876		3,077,349		3,077,349	3,118,225					
I-70 EBND over US6,RR, Eagle River	21008	1	F-10-L	3	225,184	26,104	-	-	251,288	-	-	-	-	251,288	08/12/15	01/11/18	03/16/18	08/20/18	
	22360					50,226			50,226		3,145,365		3,145,365	3,195,591					
I-70 WBND over Colorado River Overflow	21009	1	G-03-Q	3	410,959	47,567	-	-	458,526	-	-	-	-	458,526	08/12/15	01/04/18	03/26/18	08/15/18	
	22170					63,961			63,961		3,200,030		3,200,030	3,263,991					
US 6 ML over CASTLE CREEK	22576	1	F-09-K	3	-	44,909	-	-	44,909	-	3,824,079	-	3,824,079	3,868,988	07/01/19	05/02/19	07/22/19	12/14/19	
I-70 over FOREST SERVICE ROAD	22712	1	F-13-S	3	-	1,843,810	-	-	1,843,810	-	14,823,246	-	14,823,246	16,667,056	08/09/18		04/28/21	07/22/22	
SH 92 ML over GUNNISON RIVER	22943	1	I-05-V	3	-	878,960	-	-	878,960	-	9,669,700	-	9,669,700	10,548,660	03/18/19	10/22/20	11/04/21	02/04/23	
SH 64 over STRAWBERY CREEK	23061	1	D-04-G	3	-	668,750	-	-	668,750	-	7,482,313	-	7,482,313	8,151,063	08/31/20	01/03/22	03/01/22	10/27/23	
SH 64 over WHITE RIVER		1	D-03-A																
I-70 over US 6,US 24, RR, EAGLE RIVER	23217	1	F-11-AD	3	-	435,013	-	-	435,013	-	-	-	-	435,013					
I-70 EBND VAIL PASS	23929	1	F-12-AS	3	-	4,001,100	-	-	4,001,100	-	35,998,900	-	35,998,900	40,000,000	12/01/20				
US 6 over Elk Creek	24493	1	F-06-A	3							3,777,257		3,777,257	3,777,257	06/01/21				
US 24 ML over DRAW	18003	1	G-22-J	4	-	-	-	-	-	799,863	-	244,857	1,044,720	1,044,720	04/01/08	12/16/10	05/02/11	08/24/11	
US 287 ML over DRAW	17804	1	B-16-AE	4	1,401,692	85,153	139,160	-	1,626,005	-	-	2,338,640	2,338,640	3,964,645	04/15/10	05/12/11	07/25/11	05/01/12	
SH 14 ML over COALBANK CREEK	18451	1	B-17-L	4	-	1,398,233	249,641	-	1,647,874	-	-	3,358,015	3,358,015	5,005,889	12/16/10	11/01/12	04/01/14	09/30/15	
I 25 SERVICE RD over LITTLE THOMPSON RIVER SR	18053	1	C-17-BN	4	941,887	-	-	-	941,887	-	-	1,782,003	1,782,003	2,723,890	02/01/11	04/05/12	09/04/12	04/12/13	
US 34 ML over N FRK REPUBLICAN RIVER	18432	1	D-28-B	4	-	781,069	-	-	781,069	-	-	2,693,477	2,693,477	3,474,546	11/23/10	04/26/12	06/25/12	12/14/12	
SH 66 ML over ST VRAIN River	18224	1	D-17-AK	4	-	-	1,311,071	-	1,311,071	-	-	4,228,779	4,228,779	5,539,850	02/01/11	09/06/12	11/05/12	06/18/14	
I-70 FRONTAGE ROAD over DRAW	18610	1	G-21-B	4	-	-	348,714	-	348,714	-	-	1,012,700	1,012,700	1,361,414	09/05/11	11/16/12	01/28/13	05/23/13	
SH 14 ML over CACHE LA POU DRE RIVER	18085	1	B-16-D	4	1,395,490	351,788	753,947	-	2,501,225	611,742	9,946,160	-	11,357,902	13,859,127	07/14/09	06/19/14	09/22/14	11/20/15	
US 85 ML over UPRR Nunn Bridge	18669	1	B-17-C	4	-	-	1,254,778	-	1,254,778	-	3,053	6,009,722	6,012,775	7,267,553	06/24/11	01/10/13	03/17/13	06/13/14	
SH60 over SOUTH PLATTE RIVER	21146	1	C-17-B	4	-	1,109,585	-	-	1,109,585	-	8,500,368	-	8,500,368	9,609,953	06/17/15	06/21/18	10/01/18	11/01/19	
I-25 ML over County Road 48	20999	1	B-16-EU	4	-	943,689	-	-	943,689	-	6,464,893	-	6,464,893	7,408,582	06/01/16	02/14/19	05/22/19	1/27820	
Prospect Road over I-25	22248	1	B-16-AM	4	-	2,903,200	-	-	2,903,200	-	18,483,675	-	18,483,675	21,386,875	11/01/17		10/10/18	07/14/21	
I-25 ML over DRAW (Hillsboro)	22482	1	C-17-EL	4	-	22,086	-	-	22,086	-	3,582,614	-	3,582,614	3,604,700	11/01/17		06/27/18	11/30/24	
SH59 over I-70 (Emergency)	22566	1	G-25-K	4	-	270,966	-	-	270,966	-	6,235,225	-	6,235,225	6,506,191	04/16/18		04/27/18	10/10/18	
US 34 ML over N FRK REPUBLICAN RIVER	22962	1	D-27-G	4	-	563,860	-	-	563,860	-	3,394,878	-	3,394,878	3,958,738	03/01/19	04/01/20	06/29/20	11/18/20	
US 34 OVER REPUBLICAN RIVER	22963	1	D-28-P	4	-	-	-	-	-	-	3,804,785	-	3,804,785	3,804,785			04/27/20	01/27/21	
TIMBER BRIDGE EASTERN PLAINS	23010	7		4	-	4,426,200	-	-	4,426,200	-	22,000,000	-	22,000,000	26,426,200	02/01/20				
US 40 ML over DRAW	24224	1	I-24-N	4	-	273,900	-	-	273,900	-	8,000,000	-	8,000,000	8,273,900	01/01/21				
Holyoke Bundle	22529	3		4							9,500,000		9,500,000	9,500,000	06/01/21				
SH 145 ML over LEOPARD CREEK	0	1	L-04-B	5	-	-	506,177	-	506,177	47,559	-	3,301,616	3,349,175	3,855,352	02/01/11	03/15/12	05/15/12	05/30/13	
SH 62 ML over UNCOMPAGHRE RIVER	18323	1	L-05-B	5	-	1,012,619	268,923	-	1,281,542	3,380	-	6,519,674	6,523,054	7,804,596	02/01/11	02/09/12	04/24/12	05/30/13	
SH90 over DOLORES RIVER	20817	1	K-01-C	5	-	965,694	-	-	965,694	-	4,977,169	-	4,977,169	5,942,863	01/30/15	11/09/15	12/05/16	08/18/17	
US 50 over AGATE CREEK	22436	1	K-11-G	5	-	-	-	-	-	-	1,526,757	-	1,526,757	1,526,757	03/29/18	03/29/18	06/18/18	10/08/18	
US 285 over RIO CONEJOS OVERFLOW	23069	1	P-12-A	5	-	192,900	-	-	192,900	-	2,000,000	-	2,000,000	2,192,900	04/17/19		11/01/23	03/01/24	
Design for Future Years						1,200,000			1,200,000					1,200,000					
PRE-BOND PROJECTS		16		All	2,338,990	85,383	-	-	2,424,373	29,706,721	6,071,210	-	35,777,931	38,202,304					
Total		193			\$ 45,331,986	\$ 293,682,161	\$ 52,835,939	\$ 546,911	\$ 392,396,997	\$ 71,546,886	\$ 1,001,219,858	\$ 245,307,666	\$ 9,279,210	\$ 1,327,353,620	\$ 1,719,750,617	Total Impact all Projects all funds			

Colorado Bridge Enterprise
Program Allocation Plan - Quarterly Update
As of March 31, 2021 (FY21 Q3)

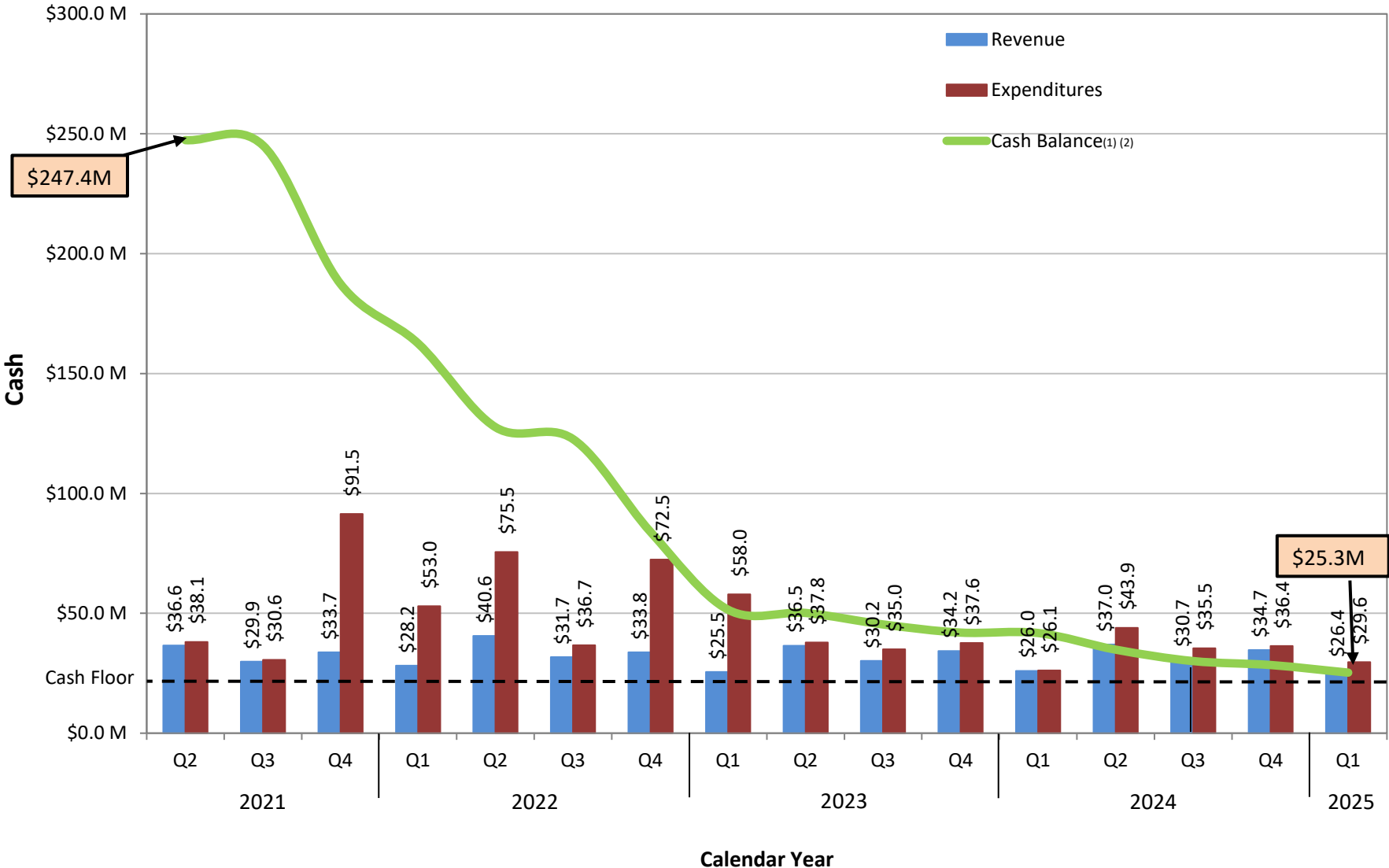
Program Funding by Source Summary											
Sources:	Pre-Construction					Construction					Total All Funds
	Other	FASTER	Bond	Bond Interest	Total	Other	FASTER	Bond	Bond Interest	Total	
Federal	\$ 7,236,019	\$ -	\$ -	\$ -	\$ 7,236,019	\$ 31,571,599	\$ -	\$ -	\$ -	\$ 31,571,599	\$ 38,807,618
State	\$ 925,518	-	-	-	925,518	143,827	-	-	-	143,827	\$ 1,069,345
Local	\$ 25,139,799	-	-	-	25,139,799	11,163,136	-	-	-	11,163,136	\$ 36,302,935
FASTER	\$ -	293,682,161	-	-	293,682,161	-	1,001,219,858	-	-	1,001,219,858	\$ 1,294,902,019
Bank of America Loan	\$ 12,030,650	-	-	-	12,030,650	28,668,324	-	-	-	28,668,324	\$ 40,698,974
2010 Bonds	\$ -	-	52,835,939	-	52,835,939	-	-	245,307,666	-	245,307,666	\$ 298,143,605
Bond Interest	\$ -	-	-	546,911	546,911	-	-	-	9,279,210	9,279,210	\$ 9,826,121
Future Funds	\$ -	-	-	-	-	-	-	-	-	-	\$ -
Total	\$ 45,331,986	\$ 293,682,161	\$ 52,835,939	\$ 546,911	\$ 392,396,997	\$ 71,546,886	\$ 1,001,219,858	\$ 245,307,666	\$ 9,279,210	\$ 1,327,353,620	\$ 1,719,750,617

Appendix B - Cash Flow Graph



COLORADO
Department of Transportation
Statewide Bridge Enterprise

**Colorado Bridge Enterprise
Four Year Quarterly Cash Flow Projection**



(1) Cash balance line includes the use of \$172.3M of preconstruction activities for the Central 70.
 (2) Estimated impact to cash Central 70 project for milestone and availability payments from the most recent financial model



COLORADO
Department of Transportation
Division of Transit & Rail

2829 W. Howard Place 4th Floor
Denver, CO 80204

DATE: May 20th, 2021
TO: Transportation Commission
FROM: David Singer, Passenger Rail Program Manager
SUBJECT: Rail Commission Luncheon

Purpose

The Southwest Chief & Front Range Passenger Rail Commission (rail commission) and the Transportation Commission are convening to provide updates on passenger rail initiation efforts along the Front Range and the Southwest Chief Amtrak service. The included PowerPoint provides information on RTD coordination, SB21-238, Amtrak's interest in FRPR, and federal funding opportunities.

Action

Information Only

Background

Following its completion of the preliminary Alternatives Analysis, the CDOT and rail commission blended team now prepares for the next stage of technical work, funded by two federal grants. This work will further define the program and position FRPR for a federal NEPA process.

Additionally, there are ongoing Rail Commission program and policy updates. These include ongoing cooperation with RTD to address partnership opportunities for Northwest Rail, SB21-238 which proposes to create a FRPR District, and the continued national interest from USDOT and Amtrak in FRPR.

Details

The FRPR blended team has accomplished a significant amount of technical progress the last few years including the Alternatives Analysis, ridership modeling, conceptual cost estimating, conceptual engineering, and extensive stakeholder engagement. Two upcoming federal CRISI will build upon this initial work. These two grants will begin in 2021 and continue the necessary technical analysis needed to maintain momentum.

The rail commission, CDOT, and RTD are formalizing their partnership to bring passenger rail to the Front Range. The scope of this agreement (MOU) covers the rail commission's 2020 CRISI Grant and RTD's NW Rail Peak Service Planning Study. These two studies will be closely coordinated and have a common goal to develop a single, integrated Operating Plan for passenger rail between Denver, Boulder, and Longmont. Parties will agree to collaborate on strategic planning, data sharing, stakeholder engagement, media communications, and executive oversight.

Members of the Colorado State Legislature have introduced SB21-238 which would create a Front Range Passenger Rail District. This district would have the authority to finance, design, construct, operate, and maintain a FRPR system. This bill sets district boundaries and establishes a governing board, as well as repeals the current rail commission and transferring their remaining funds to the new district. The bill passed out of committee with a 6-1 vote.

Amtrak has expressed interest in developing a passenger rail corridor between Cheyenne and Pueblo. Their initial assumptions indicate 3 daily trips between Fort Collins and Pueblo, with one trip extending north to Cheyenne. Amtrak presents itself as a potential operator for FRPR. The blended team is working collaboratively with Amtrak, in the event they are able to provide significant capital funding.

Key Benefits (if applicable)

N/A

Options and Recommendations (if applicable)

N/A

Next Steps (if applicable)

N/A

Attachments

PowerPoint



COLORADO
Department of Transportation

Transportation Commission & Rail Commission Luncheon

May 20th, 2021



Agenda



1. Recent staff accomplishments, activities & work plan (CRISI, etc)
2. Rail Commission/CDOT/RTD MOU
3. Senate Bill 21-238: Creation of Rail District
4. Amtrak's plan to expand passenger rail and its inclusion in the federal infrastructure plan
5. RAISE federal grant opportunity

Recent Accomplishments & 2021-22 Work Plan

- ✓ Long term vision
- ✓ Environmental review
- ✓ Ridership modeling
- ✓ Conceptual cost estimating
- ✓ Conceptual engineering
- ✓ Preliminary Alternatives Analysis
- ✓ Funding and finance analysis
- ✓ Stakeholder engagement
- Southwest Chief Thru-Car Alternatives Analysis - Complete Summer 2022 (est)
- FRPR Rail Simulation Modeling and Preliminary Service Development Planning - Complete Winter 2023 (est)
- Secure short and long term funding for Commission
- Governance

RC/CDOT/RTD Cooperative Agreement (MOU)

Cooperation among parties for two studies (Rail Simulation & NW Rail Peak Service)

- Single, integrated Operating Plan
- Strategic Planning & Data Sharing (Operations, Engineering, Ridership, etc)
- Stakeholder Engagement & Media Communications
- Executive Oversight

Similarities between studies

- Provide Mode Choice & Reliable Trip
- Alignment/Right of Way/Environment
- Serving Longmont, Boulder, Denver
- Engineering
- Stakeholders

Critical Areas of Focus

- Operator?
- Technology?
- Train Schedule?
- # of Stations?
- Maintenance Yard?

SB 21-238: Rail District Creation

- Powers: Finance, Design, Construct, Operate, Maintain Passenger Rail
- District Boundaries & Representation
- Would repeal Rail Commission (May 2022) and transfer its remaining funds (February 2022)
- Timing/Next Steps:
 - Passed out of Committee to Appropriations (4/27)

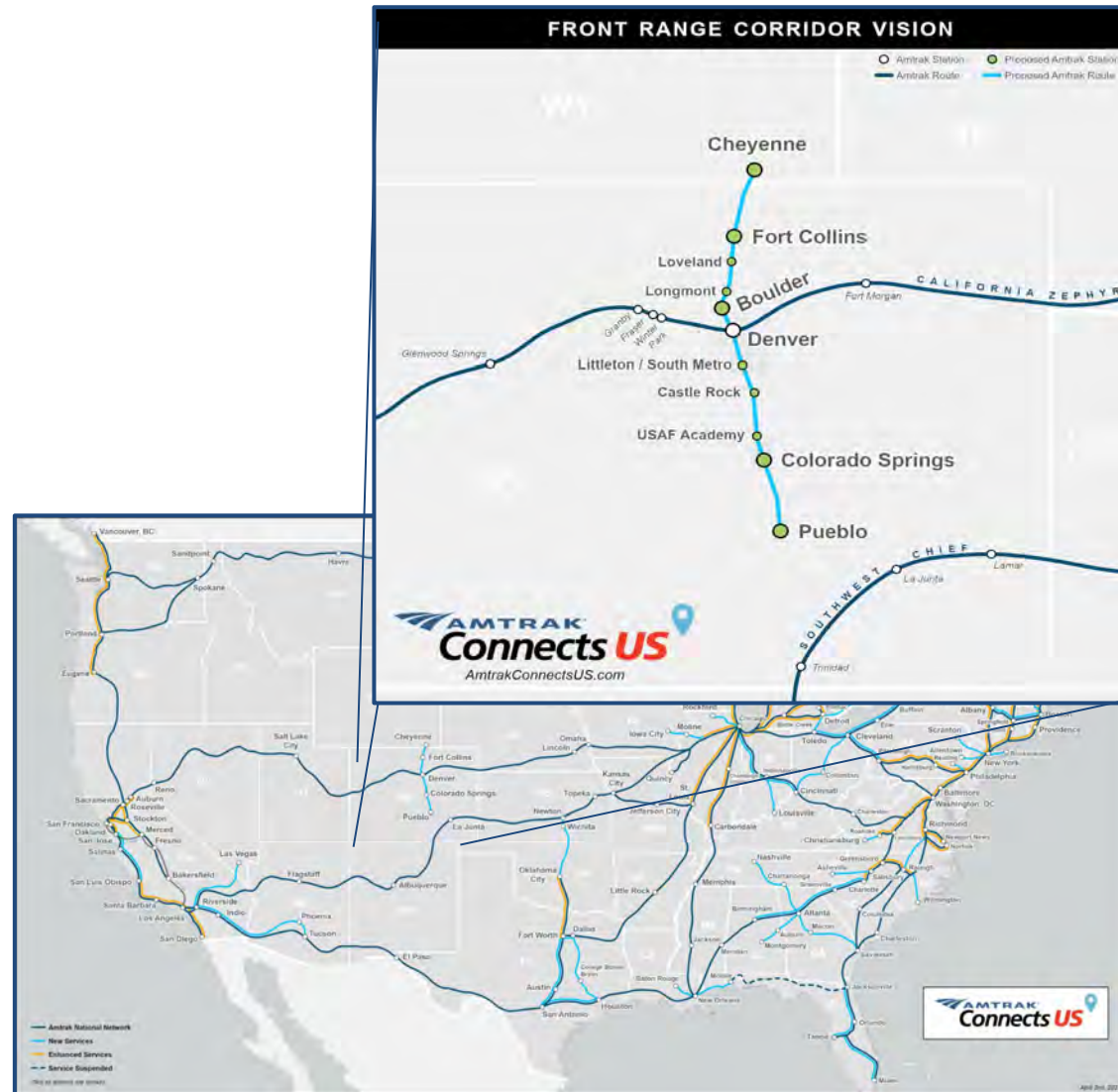


Amtrak Plan: Expansion of Services

Consideration in Federal Infrastructure Plan

Amtrak's Initial Assumptions:

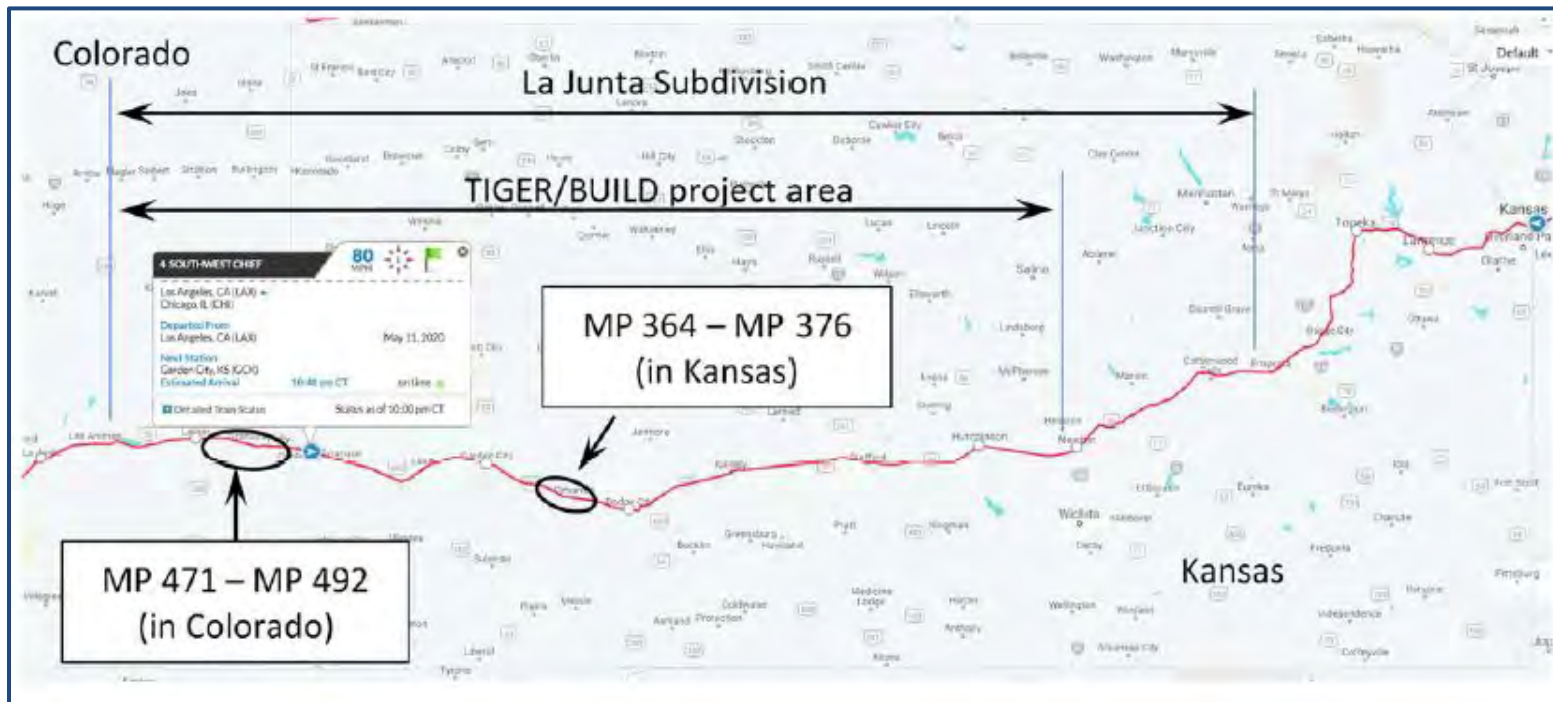
- Three daily trips from Fort Collins to Pueblo, One daily trip extending to Cheyenne
- 196,000 estimated ridership (2035)
- Amtrak is non-voting Rail Commission member
- Potential Operator for State Run Service



2021 RAISE Grant

Candidate Project: **Southwest Chief Positive Train Control (PTC) & Capital Improvements: La Junta Subdivision**

- Other Potential Partners: BNSF \$5,000,000, Kansas DOT, Rail Commission \$20,000
- Scope and goals similar to Rail Commission's 2020 BUILD application.
- Applications due July 12, 2021 per NOFO



MEMORANDUM

TO: THE TRANSPORTATION COMMISSION
 FROM: JEFF SUDMEIER, CDOT CHIEF FINANCIAL OFFICER
 DATE: MAY 20, 2021
 SUBJECT: MONTHLY CASH BALANCE UPDATE

Purpose

To provide an update on cash management, including forecasts of monthly revenues, expenditures, and cash balances in Fund 400, the State Highway Fund.

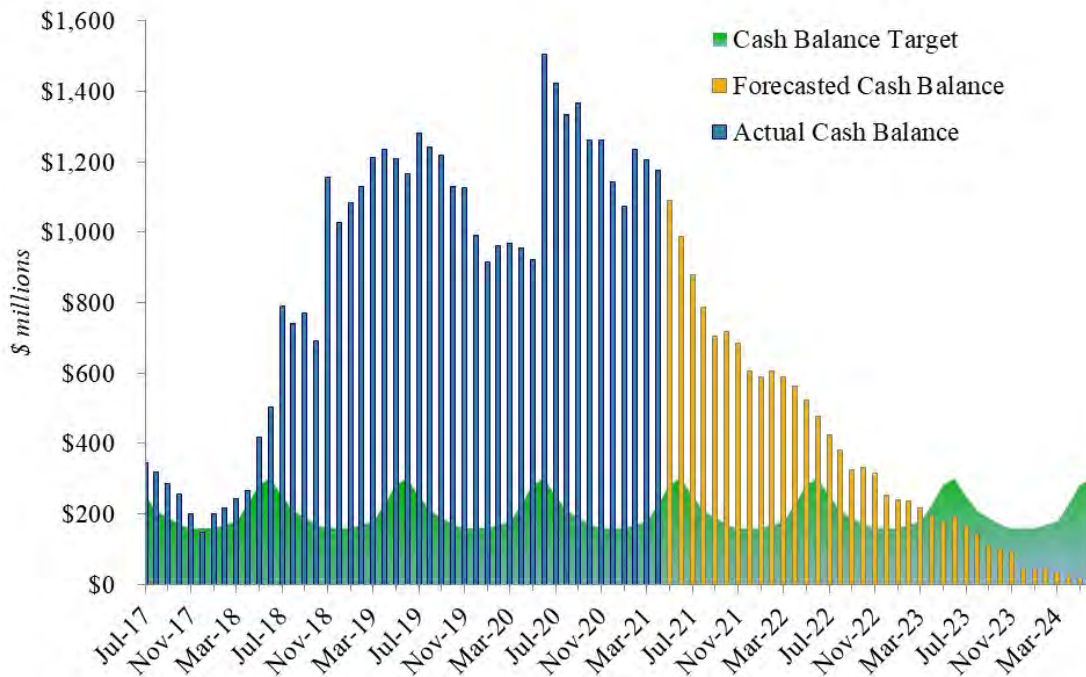
Action

No action is requested or required at this time.

Background

Figure 1 below depicts the forecast of the closing Fund 400 cash balance in each month, as compared to the targeted minimum cash balance for that month (green shaded area). The targeted minimum cash balances reflect the Transportation Commission’s directive (Policy Directive #703) to limit the risk of a cash overdraft at the end of a month to, at most, a probability of 1/1,000 (1 month of 1,000 months ending with a cash overdraft).

Figure 1 – Fund 400 Cash Forecast



Summary

Due to the events in response to the global COVID-19 pandemic, including the statewide stay-at-home order in early 2020 and evolving public health order restrictions thereafter, the Department anticipated a significant immediate impact to revenue collections, followed by a longer downturn. Reduced motor fuel tax collections, due to decreased travel, along with corresponding reductions in other sources, has negatively impacted the short-term revenue and associated cash forecast. The initial forecast at the start of the economic disruption estimated a loss of approximately \$50 million between March 2020 and February 2021. Between March 2020 and December 2020, motor fuel collections are about \$52 million less than the same time frame last year.

Based upon motor fuel sales collection data over the last six months and VMT levels stabilizing slightly below historic norms, the current forecast now assumes a 5% reduction of pre-pandemic monthly gross gallons of gasoline consumed from March through December 2021. At the same time, gross gallons of diesel sales have outperformed 2019 levels since last September, and so the current forecast assumes a 3% monthly increase relative to pre-pandemic consumption from January through June 2021.

The forecast continues to reflect the Department's anticipated cash balance based on the current budget allocation plan and associated planned project expenditures. As the COVID-19 pandemic continues to unfold and more data and information become available, staff will closely monitor the impact to the Department's revenue stream, update the cash forecast, and regularly inform the Transportation Commission.

The projected closing cash balance in April 2021 (some final figures were unavailable at the time of writing on May 11th) was \$1.18 billion; \$946 million above that month's cash balance target of \$230 million. April's projected cash balance is comprised of approximately \$612 million in the State Highway Fund, and approximately \$565 million in the Department's trustee account for senate bill projects.

The large cash balance results from the additional revenues listed below.

Cash Revenues

The forecast of revenues and capital proceeds includes:

Senate Bill 17-267: \$425 million in November 2018, \$560 million in June 2020, and then \$0 thereafter.

Senate Bill 18-001: \$346.5 million in July 2018, and \$105 million in July 2019.

Senate Bill 19-262: \$60 million in July 2019.

The forecast does not include \$500 million of revenues in each of FY21 and FY22 from SB 17-267 COP proceeds. Forecasts include the transit portion of all SB 17-267 COP proceeds, and the portions of projects that are to be funded from these sources. Cash balances will be drawn down closer to the target balances over the course of fiscal years 2021, 2022, and 2023 as projects funded with SB 18-001, SB 17-267, and SB 19-262 progress through construction.

April's closing cash balance is \$47 million higher than March's forecast of that balance due to higher than expected federal reimbursements, lower than expected state revenues and lower than expected construction expenditures.

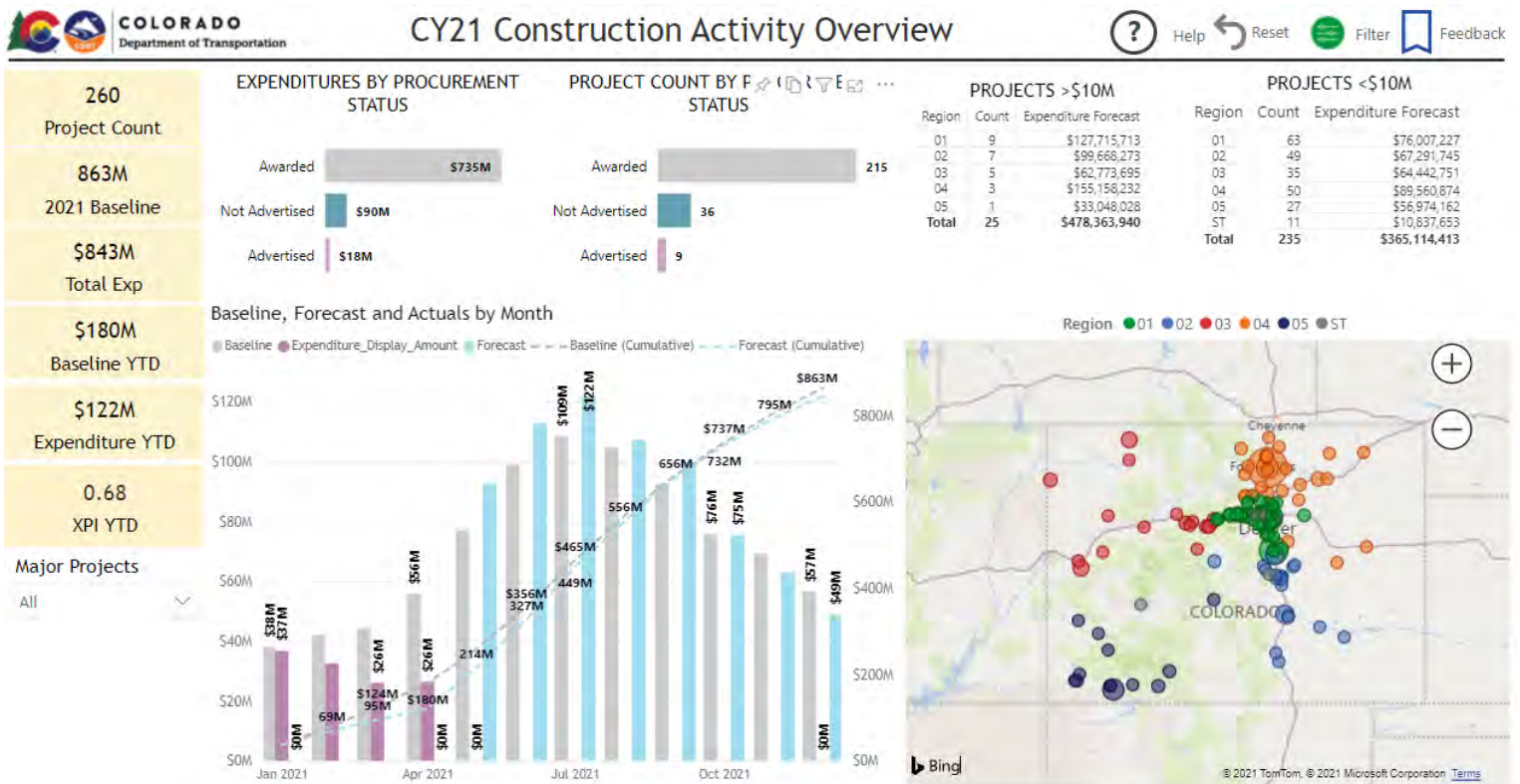
Cash Payments to Construction Contractors

The current forecast of payments to construction contractors under state contracts (grants paid out under inter-government agreements for construction are accounted for elsewhere in the expenditure forecast) from Fund 400 is shown in Figure 2 below.

Figure 2 – Forecasted Payments - Existing and New Construction Contracts

\$ millions	CY 2017 (actual)	CY 2018 (actual)	CY 2019 (actual)	CY 2020 (actual)	CY 2021 (forecast)	CY 2022 (forecast)	CY 2023 (forecast)	CY 2024 (forecast)
Expenditures	\$642	\$578	\$669	\$774	\$815	\$748	\$522	\$426

The graph below details CY21 baseline, forecast, and actual expenditures (based on April month end SAP data). Results to date correlate with an XPI of .68 (actual expenditures vs. baseline); listing of number of projects planned to incur construction expenditures in CY21; listing of CY21 baseline and project count by procurement status (awarded, not advertised and advertised); and count of projects by region that have CY21 forecast greater than \$10 million dollars and less than \$10 million dollars.





COLORADO
Department of Transportation

Division of Transit & Rail
 2829 W. Howard Pl
 Denver, CO 80204

DATE: May 14, 2021
TO: Transportation Commission
FROM: Kay Kelly, Chief of Office of Innovative Mobility
 Mike Timlin, Interm Director of the Division of Transit and Rail
 Kyle French, Bus Operations Manager
RE: Bustang Quarterly Update - FY 2020/21 Q2

Purpose

The purpose of this memo is to provide the FY20/21 third quarter Bustang update on operational & performance measures.

Action

Informational only. No action is required.

Background

The Bustang interregional express bus service went into operation in July 2015. PD 1605 requires the Division of Transit & Rail (DTR) to quarterly report operational and performance measures. This update covers the third quarter of FY2020/21, January 1 to March 31, 2020.

Details

2020-21 Quarter 3

	Q3 Jan - Mar 2020	Q3 Jan - Mar 2021	Q1: Variance 2020 vs 2021	%	FY Jul 2019- Mar 2020	FY Jul 2020- Mar 2021	YTD Variance 2019-20 vs 2020-21	%	Jan-21	Feb-21	Mar-21
<i>Bustang System</i>											
Revenue riders	57,195	13,324	(43,871)	-77%	185,006	36,400	(148,606)	-80%	3,912	4,138	5,274
Revenue	\$ 595,287	\$ 162,428	\$ (432,859)	-73%	\$2,039,468	\$ 443,529	(\$1,595,939)	-78%	\$50,920	\$52,880	\$58,628
Cumulative Avg. Fare	\$ 10.41	\$ 12.19	\$ 1.78	17%	\$11.02	\$12.18	\$1.16	11%	\$ 13.02	\$ 12.78	\$ 11.12
Load Factor	42%	39%	-3%	-7%	53%	53%	0%	0%	34%	38%	45% ¹
Farebox Recovery Ratio	64%	19%	-45%	-70%	57%	57%	0%	0%	17%	19%	21%
<i>South Route</i>											
Revenue riders	14,299	3,451	(10,848)	-76%	52,206	10,455	(41,751)	-80%	1,060	1,080	1,311
Revenue	\$ 145,120	\$ 48,876	\$ (96,244)	-66%	\$514,209	\$ 133,336	(\$380,873)	-74%	\$13,757	\$17,479	\$17,640
Cumulative Avg. Fare	\$ 10.15	\$ 14.16	\$ 4.01	40%	\$9.85	\$12.75	\$2.90	29%	\$12.98	\$16.18	\$13.46
Load Factor	34%	22%	-12%	-37%	38%	38%	0%	0%	20%	20%	25% ¹
Farebox Recovery Ratio	56%	14%	-42%	-74%	42%	42%	0%	0%	13%	14%	16%
<i>North Route</i>											
Revenue riders	22,271	2,892	(19,379)	-87%	76,957	8,676	(68,281)	-89%	789	882	1,221
Revenue	\$ 170,688	\$ 33,120	\$ (137,568)	-81%	\$645,609	\$ 103,913	(\$541,696)	-84%	\$10,210	\$11,192	\$11,718
Cumulative Avg. Fare	\$ 7.66	\$ 11.45	\$ 3.79	49%	\$8.39	\$11.98	\$3.59	43%	\$12.94	\$12.69	\$9.60
Load Factor	42%	25%	-17%	-40%	71%	71%	0%	0%	19%	27%	30% ¹
Farebox Recovery Ratio	70%	15%	-55%	-79%	67%	67%	0%	0%	12%	15%	17%
<i>West Route</i>											
Revenue riders	20,625	6,981	(13,644)	-66%	55,843	17,269	(38,574)	-69%	2,063	2,176	2,742
Revenue	\$ 279,479	\$ 80,431	\$ (199,048)	-71%	\$879,650	\$ 206,280	(\$673,370)	-77%	\$26,953	\$24,209	\$29,270
Cumulative Avg. Fare	\$ 13.55	\$ 11.52	\$ (2.03)	-15%	\$15.75	\$11.95	(\$3.81)	-24%	\$13.06	\$11.13	\$10.67
Load Factor	50%	70%	20%	39%	50%	50%	0%	0%	62%	66%	81% ¹
Farebox Recovery Ratio	65%	28%	-37%	-57%	61%	61%	0%	0%	26%	27%	30%

¹ New Load Factor based on temporary Maximum load of 22 passengers vs. normal of 51 passengers.

As we expected, we continue to see the West Line recover the fastest, regularly pulling in over the required 20% farebox recovery ratio. We intend to take this information into account with future service changes to reflect our riders' needs best. Beginning May 23, 2021, we will begin our Summer service - we will be operating each route on a seven day schedule - and anticipate the farebox revenue to reflect the additional ridership options.

On-Time Performance - Departures departing ten minutes or less behind their scheduled departure are considered "On-Time."

Quarterly On-Time Performance -Departures:

- System - 95%
- West Line - 98%
- North Line - 96%
- South Line - 92%

RamsRoute - RamsRoute services have been temporarily suspended due to the COVID-19 pandemic. We will look at resuming service during the 2021-2022 school year.

Bustang to Broncos - Bustang to Broncos services have temporarily suspended due to the COVID-19 pandemic. We are currently evaluating the need and potential expansion for Bustang to Broncos this upcoming NFL season after the Regional Transportation District (RTD) announced they would be suspending their BroncosRide.

Snowstang - Snowstang services have been temporarily suspended due to the COVID-19 pandemic. We will look at resuming and expanding service with additional resorts during the 2021-2022 ski season.

Bustang to Estes Park - After a very successful pilot in the summer of CY2019, we had to suspend any further service due to the COVID-19 pandemic. We are currently planning our return for summer 2021 and have completed an IGA for the purpose of working with the town of Estes Park to complete this service resumption.

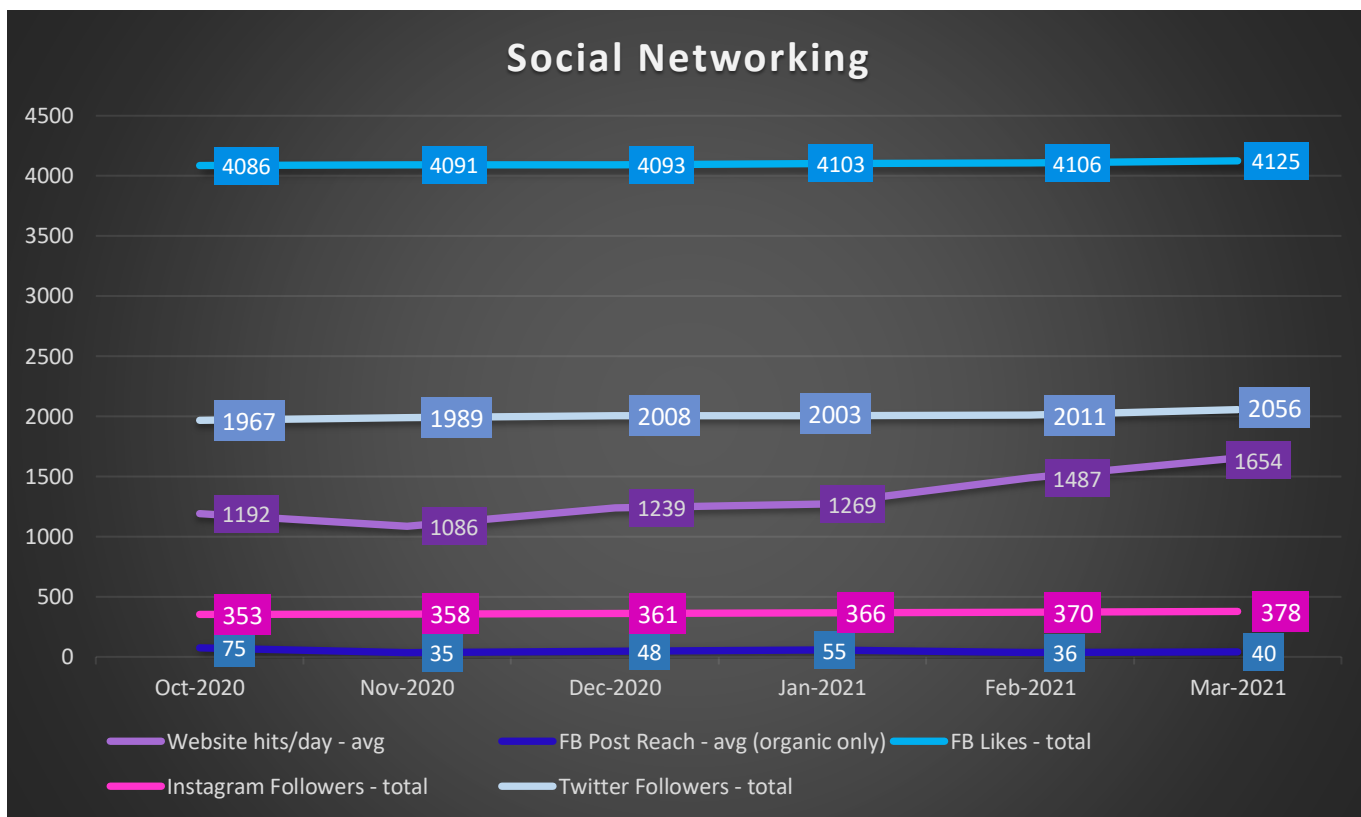
Quarterly Safety/Collisions - We are pleased to report that ACE did not have any at-fault accidents in this quarter. We would like to express how much we appreciate the work that our team at ACE Operations and Safety put in to reach this goal.

<u>Date</u>	<u>Bus#</u>	<u>Location</u>	<u>Comment</u>	<u>Preventable (Y/N)</u>
01/14/2021	38008	Harmony Park-n-Ride	Greyhound coach backed into Bustang.	N

INIT Intelligent Transportation Project - The End User Acceptance Test is nearing completion. INIT has worked to continue to provide the necessary hardware and software for full fleet integration. Our partners at RTD and at ACE Express have been working hand in hand to ensure that the safety equipment included in the CAD/AVL system is activated and online.

RTD / AIM Grant Masabi Integration - In September 2020, RTD, with support from CDOT named as one recipient of FTA's Accelerating Innovative Mobility Grant. This grant will provide funding for RTD and Bustang to create an integrated ticketing solution through our third-party mobile ticketing provider, Masabi, which will allow users of both transit systems to purchase one ticket for full systemwide usage. We have started discussions with RTD's team on moving forward with this project and have explored the potential relationship between this project and Connected Colorado.

Transportation Demand Management - In October, the Bus Operations team hired a TDM specialist position to work with existing and upcoming projects connecting with Bustang services, including mobility hub design, demand response management, and micro-mobility consultation.



Month/Year	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021
Website hits/day - avg	1192	1086	1239	1269	1487	1654
FB Post Reach - avg (organic only)	75	35	48	55	36	40
FB Likes - total	4086	4091	4093	4103	4106	4125
Average FB rating (1-5 stars)	3.6	3.6	3.6	5 out of 5	5 out of 5	5 out of 5
Instagram Followers - total	353	358	361	366	370	378
Twitter Followers - total	1967	1989	2008	2003	2011	2056
Twitter Impressions *	45,800	42,300	58,400	45,600	36,300	91,600

The charts above include followers on Bustang Instagram, utilized for the first time this quarter.

Customer Comments

- Passengers are looking forward to the resumption of weekend service systemwide.
- Appreciative of operators and the hard work that our Bustang team provides - commendations have been regularly coming in on social media.
- Interest in upcoming Outrider routes.

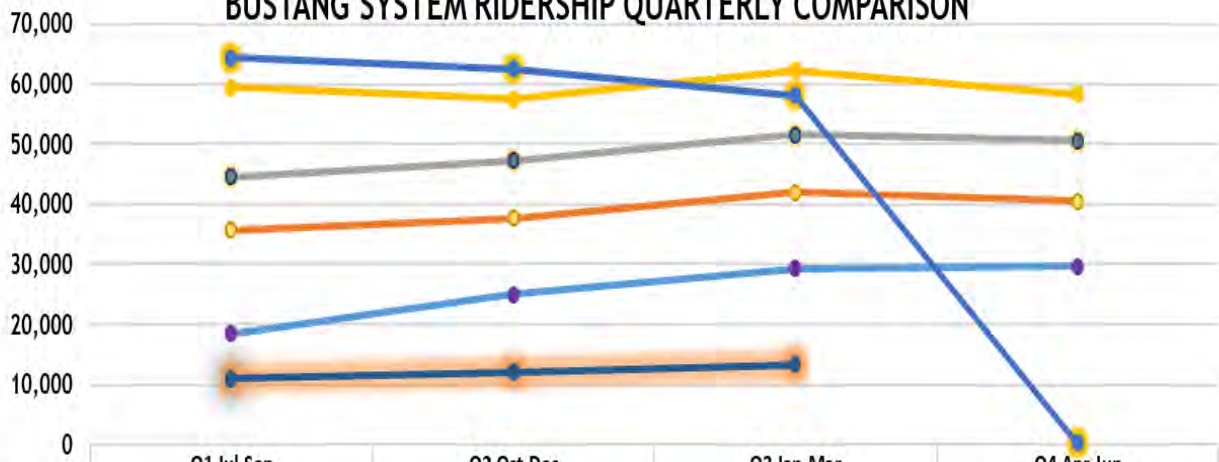
Next Steps

- Continue INIT Intelligent Transportation installation and OTA testing and beginning the pilot for our CAD AVL system.
- Complete the Safety and Sanitization installations across all Bustang vehicles - MCI has introduced a new door design to allow riders and operators more room, and retrofitting will begin this month.
- Complete Luminator repairs across all vehicles, and begin the pilot of the Luminator Infotainment System.
- Reintroduce additional services systemwide over the next FY - including Bustang to Estes service, Bustang to Broncos service, RamsRoute service, and our upcoming van service.

Attached

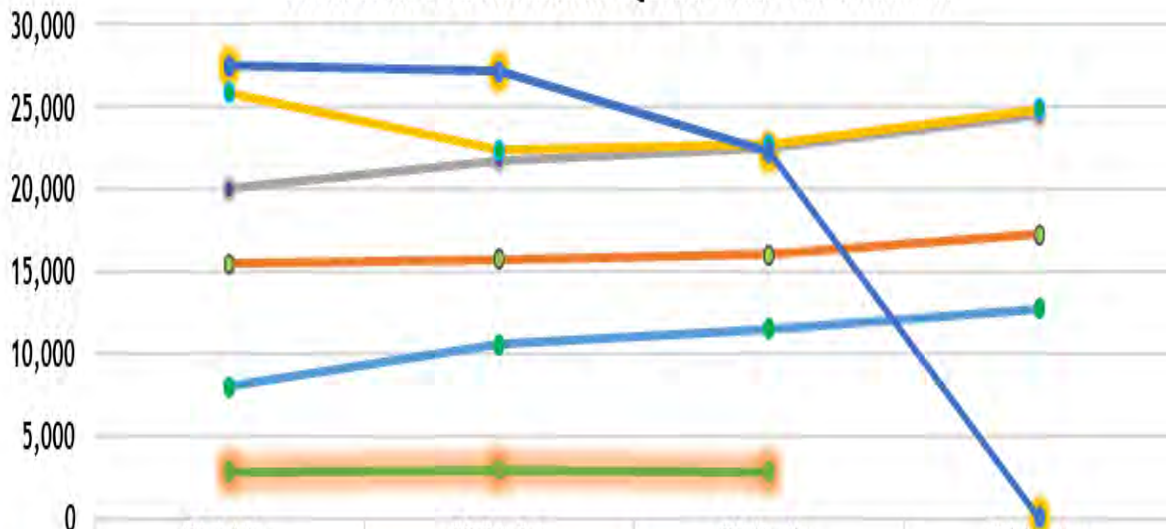
Bustang graphs

BUSTANG SYSTEM RIDERSHIP QUARTERLY COMPARISON



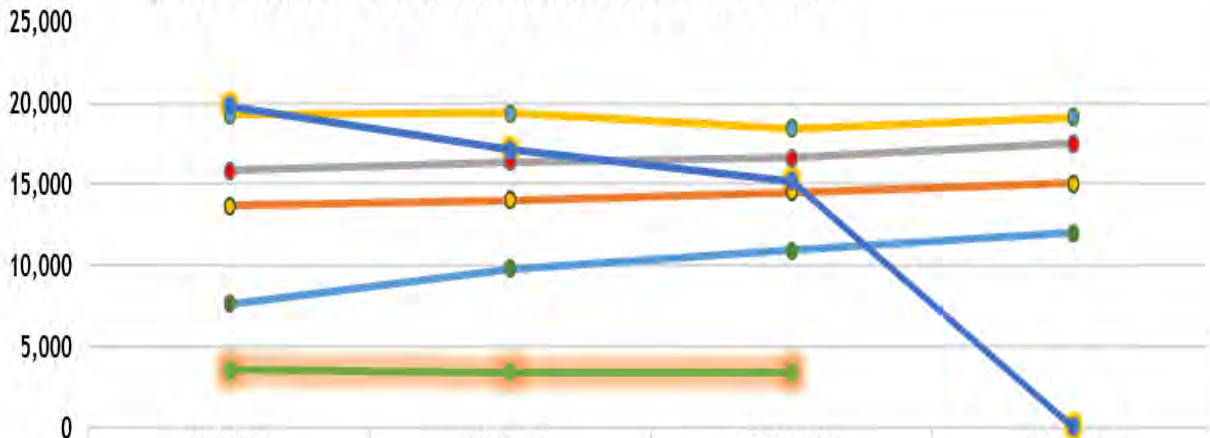
	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun
2015-16	18,497	25,035	29,289	29,682
2016-17	35,683	37,697	41,967	40,517
2017-18	44,531	47,281	51,598	50,563
2018-19	59,498	57,430	62,328	58,336
2019-20	64,346	62,563	58,097	259
2020-21	10,949	12,061	13,324	

NORTH ROUTE RIDERSHIP QUARTERLY COMPARISON



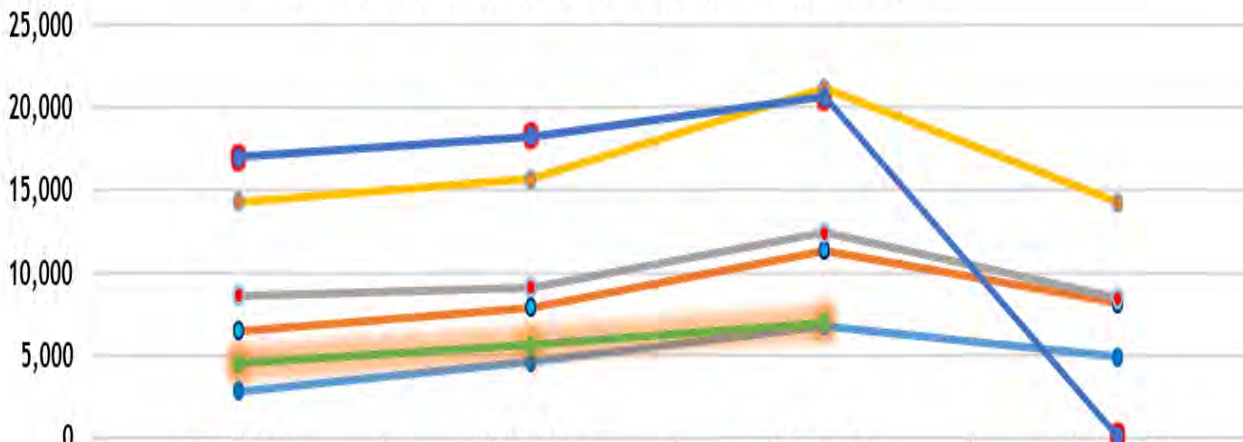
	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun
2015-16	8,036	10,612	11,549	12,762
2016-17	15,512	15,764	16,073	17,293
2017-18	20,057	21,768	22,548	24,591
2018-19	25,929	22,380	22,723	24,933
2019-20	27,508	27,178	22,271	74
2020-21	2,862	2,982	2,892	

SOUTH ROUTE RIDERSHIP QUARTERLY COMPARISON



	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun
2015-16	7,636	9,822	10,934	12,012
2016-17	13,691	14,017	14,536	15,062
2017-18	15,842	16,378	16,649	17,509
2018-19	19,297	19,383	18,457	19,158
2019-20	19,852	17,153	15,201	74
2020-21	3,556	3,448	3,451	

WEST ROUTE RIDERSHIP QUARTERLY COMPARISON



	Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun
2015-16	2,825	4,601	6,806	4,908
2016-17	6,480	7,916	11,358	8,162
2017-18	8,632	9,135	12,401	8,463
2018-19	14,272	15,667	21,148	14,245
2019-20	16,986	18,232	20,625	111
2020-21	4,531	5,631	6,981	



DATE: May 14, 2021
 TO: Transportation Commission
 FROM: Kay Kelly, Chief, Office of Innovative Mobility
 Mike Timlin, Interim Director - Division of Transit & Rail
 Kyle French, Bus Operations Manager - Division of Transit & Rail
 Jeff Prillwitz, Bus Operations Coordinator - Division of Transit & Rail
 RE: Bustang Outrider Quarterly Q3 FY2020-21

Purpose

The purpose of this memo is to provide the Transportation Commission a quarterly Bustang Outrider update on operational and performance measures, with data ending March 31, 2021.

Action

Informational only - no action is required.

Background

The Bustang Outrider rural, regional bus service began operation on January 2, 2018, with a Lamar- Pueblo route operated by the Senior Resource Development Agency of Pueblo, Inc. Outrider uses FTA 5311(f) rather than state FASTER funds. It is contracted as a pass-through grant agreement rather than a direct operational agreement with specific requirements. FTA rules allow local cash matches covered by "in-kind" contributions from private intercity bus unsubsidized miles operated or Transportation Development Credits (TDC) from FHWA "toll credits" flexed to FTA projects.

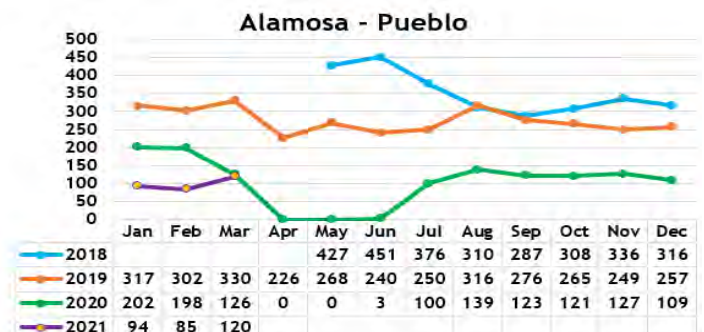
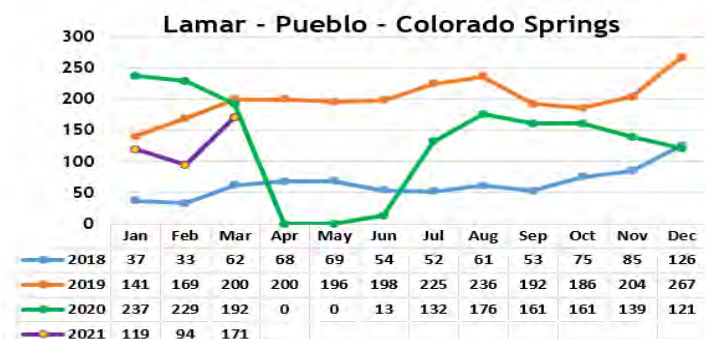
Outrider provides essential service transportation from a rural to an urban community services center and connects to the "legacy" national intercity bus network. Outrider is considered and marketed as an "offspring" brand to the parent Bustang system. For these reasons, a separate Outrider update accompanies the quarterly Bustang update.

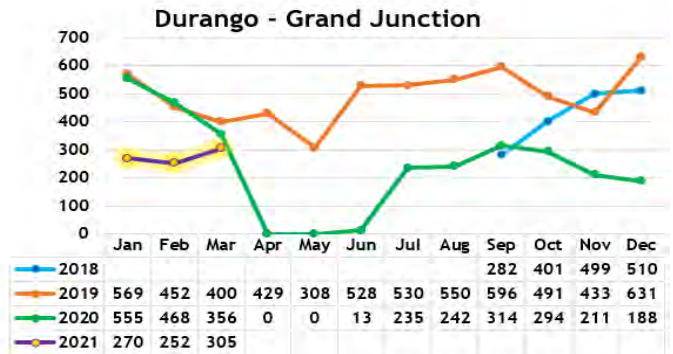
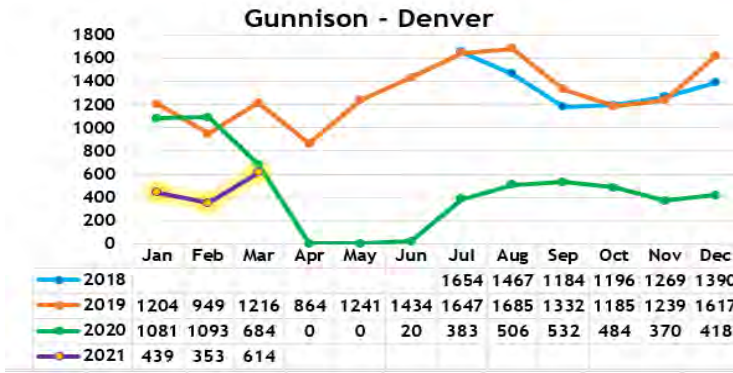
The Phase II routes in operation are:

- Lamar - Colorado Springs in revenue service Monday through Friday except for major holidays and operated by Senior Resource Development Agency of Pueblo, Inc. (SRDA)
- Alamosa - Salida -Pueblo is in revenue service daily and also operated by SRDA.
- Gunnison - Salida- Denver is operating in revenue service daily and operated by Alpine Express Shuttle.
- Durango - Grand Junction has transitioned to Outrider from Roadrunner operating in revenue service daily by Southern Colorado Community Action Agency (SoCoCAA, formerly SUCAP)

Details

RIDERSHIP





TICKET SALES PLATFORM - The Masabi ticket platform is now available to the public and began operation in December. Feedback from the Outrider operators and the public has been positive, with no problems reported.

PHASE III - Due to COVID-19, The roll-out schedule for the four (4) phase III routes are being staggered to allow for savings on startup costs and a more orderly launch. The plan is as follows:

- Craig - Denver via U.S. 40 - January 1, 2021
- Sterling- Greeley/Denver - Summer 2021
- Trinidad - Pueblo - Summer 2021
- Telluride - Grand Junction - Summer 2021.

Operators are assigned for two of the proposed Phase III Bustang Outrider routes. The Sterling to Greeley/Denver route will run five days a week and operated by the Northeastern Colorado Association of Governments (NECALG). The Trinidad to Pueblo route will be performed five days a week by the South Central Council of Governments (SCCOG). An RFP for the operation of the Telluride to Denver route was issued, and the closing date for proposals was May 7. The Department of Transit and Rail, in association with CDOT's procurement department and our maintenance consultants, are in the process of evaluating the proposals that have been received.

The Craig to Denver route began service on January 1, 2021, and operates seven days a week. For 2021, Greyhound Lines will be performing this route as part of the Outrider system. Greyhound is leasing two State-Owned Van Hool CX35 coaches, and they have entered service on the route. Greyhound has contracted with Ace Express to perform maintenance on the CDOT owned vehicles due to Ace Express's experience and expertise with this coach model. An RFP for service on this route, starting on January 1, 2022 will be issued.

Anticipated starting dates for the other three Phase III routes will be July of 2021 for the Trinidad to Pueblo route, the Telluride to Grand Junction route, and the Sterling to Greeley route. The last two Van Hool CX35 buses are programmed for the Telluride to Grand Junction route. The fleet to be used on both the Trinidad to Pueblo and the Greeley to Sterling are smaller, 14 passenger cutaway-style buses. These buses were ordered via CDOT's price agreement from Davey Coach. Due to issues with a non-safety-related recall on the Ford chassis utilized on these buses, the delivery has been delayed from March until June of 2021.

PHASE III OUTREACH-Outreach meetings are currently ongoing. With our consultants, CIG, Outrider's team has met with interested parties and organizations, local governments and conducted telephone transit townhalls. The response has been very positive for all of the proposed routes.

Input from the Sterling to Greeley outreach meetings has indicated a strong desire for service between Sterling and Denver. To accommodate the demand for service to Denver, the Sterling route will serve Greeley on Monday, Wednesday and Friday. Denver will be served on Tuesday and Thursday. The route will split at Wiggins with both routes using identical routing between there and Sterling. Service stops in Denver will include Denver Union Station and Peoria Station. Both locations provide connections with RTD's service and the A-line train to DIA. Denver Union Station has additional connections to statewide transit via Bustang and Bustang Outrider, and interstate travel via the legacy intercity bus carriers, like Greyhound Lines, Inc.

Part of the outreach is a series of surveys promoted with a paid advertisement on Facebook. The response has been very successful, with 134,086 people reached and 19,753 post engagements. Overall, the comments have been very supportive, with many helpful suggestions. The second round of surveys is now being produced, and the response has been positive once again. Outreach will continue throughout the summer of 2021 and include follow-up with many local stakeholders.

Next Steps

- Continue Phase III Stakeholder meetings
- Evaluate the RFP for the 2021 Telluride to Grand Junction service and select a provider.
- Issue an RFP for the 2022 Craig to Denver service.
- In partnership with SCCOG and NECALG, finalize schedules and service stops for the Trinidad to Pueblo and Sterling to Greeley/Denver routes.
- Secure access agreements with local transit agencies.
- Implement service startup procedures for all routes that will be operating the new Phase III routes in anticipation of full service beginning late summer of 2021.



2829 W. Howard Place, 4th Floor
Denver, CO 80204

DATE: May 14, 2021
TO: Transportation Commission
FROM: Kay Kelly, Chief, Office of Innovative Mobility
 Qing Lin, Programming Unit Manager, Division of Transit & Rail
 Brodie Ayers, Project Coordination Unit Manager, Division of Transit & Rail
SUBJECT: Transit Grants Quarterly Report

Purpose

The memo provides the Transportation Commission a quarterly update on the Transit Grants Program, with data reflective of the quarter ending March 31, 2021.

Action

For information only. No action needed.

Background

Policy Directive 704 states that the T&I Committee shall review quarterly reports submitted by DTR which contain the expenditures and status of all FASTER funded projects and the reconciliation of FASTER funding. FTA Circular 5010.1E requires that CDOT, as a recipient of FTA funds, provide Federal Financial Reports (FFR's) and Milestone/Progress Reports (MPR's). This information is assembled by members of the Division of Transit & Rail (DTR), the Business Office within the Division of Accounting and Finance (DAF), and the Office of Financial Management & Budget (OFMB). This same information is being shared with TRAC as well.

Details

Table 1 provides a summary of all projects and the status of contracting and spending, by year of funding.

Table 1: Financial Trends from Budget to Expenditure

Funding Source & Year	Annual Budget	Total Available Including Roll-Over	% Contracted Last Qtr 9/30/2020	% Spent Last Qtr 9/30/2020	% Contracted This Qtr Ending 3/31/2021	% Spent This Qtr Ending 3/31/2021
FASTER SFY 2015-16	\$15 M	\$20.7 M	100%	96%	100%	96%
FASTER SFY 2016-17	\$15 M	\$17 M	100%	97%	100%	97%
FASTER SFY 2017-18	\$15 M	\$17 M	84%	83%	100%	95%
FASTER SFY 2018-19	\$15 M	\$18.5 M	100%	70%	100%	97%
FTA FFY 2015-16	\$17.2 M	\$17.9 M	100%	100%	100%	100%
FTA FFY 2016-17	\$18.1 M	\$18.9 M	100%	98%	100%	98%
FTA FFY 2017-18	\$20.7 M	\$22.6 M	100%	87%	100%	98%
FTA FFY 2018-19	\$21.9 M	\$25.1 M	100%	71%	100%	92%

Notes:

Budgeted and Total Available Amounts here do not include local matching dollars.
 SFY = State Fiscal Year July 1 - June 30, FFY = Federal Fiscal Year October 1 - September 30.

PD 704 asks DTR to regularly identify projects that are experiencing significant changes to scope, schedule, or budget. Once identified, DTR staff then can apply more project management controls, offer more technical assistance, or it can serve as an advance notice to the TRAC and T&I Committee that some projects may be subject to PD 703’s rules regarding budget changes. Table 2 presents the highlights for relevant projects and agencies, updated through December 31, 2021.

Table 2: Projects Experiencing Significant Changes		
Project	Change being Experienced	Description / Response
Trinidad Multimodal Station - FASTER Funds 2011 - FASTER Funds 2013 - \$330,920	The project was withdrawn from the City of Trinidad in Oct. 2016. A scaled-down passenger shelter will be completed with Amtrak to close the mitigation obligations incurred by CDOT when I-25 was reconstructed. The cost is expected to be significantly less than the original version.	CDOT has agreed upon payout terms. Amtrak is updating cost estimates for cost escalation that may have occurred during the COVID Pandemic. This project appears headed toward final contracting and closure at this time.

Transit Grant Contracting & Invoicing Performance

Table 3 below summarizes the year-over-year progress, showing significant, sustained improvement. Figure 1 provides graphic representation of the timely contracts goal. The dashed line (empty markers) is the target trend line. The solid line (solid markers) is 2020 progress from January 1 through December 31, 2020. The 2020 progress stands at 361 of the forecast 384 contracts to be delivered for the calendar year.

Next Steps

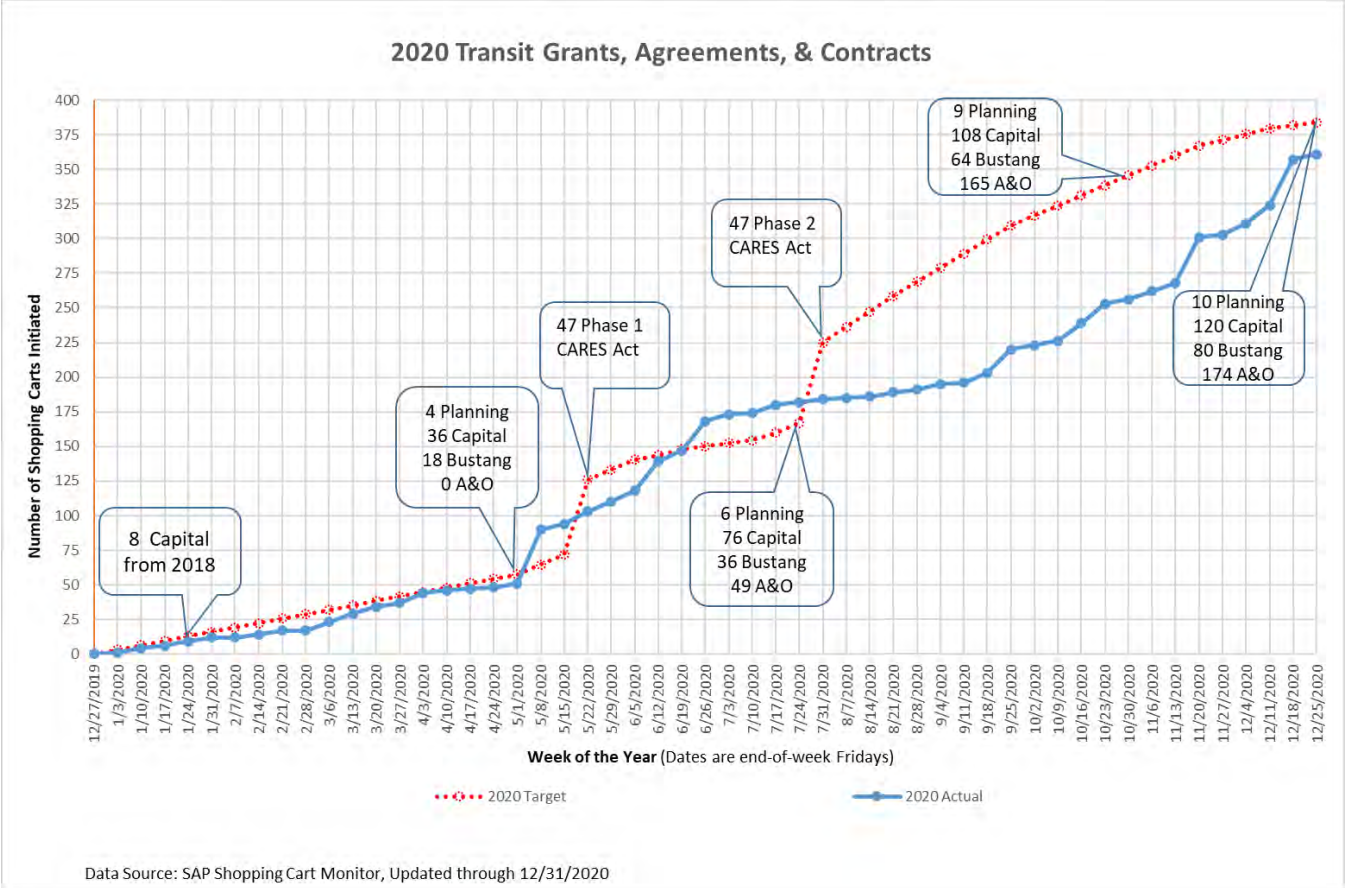
The next quarterly report will be available for the May 2021 meeting, reporting on the period ending March 31, 2021

Attachments:

None

Table 3: Summary of Grant Contracting & Invoicing Performance	
Goal Area	Results
Timely Contracts	Normal Year: 175 to 200 Grant Agreements, Contracts, & Extensions 2015 Goal: 210 contracts & extensions by Thanksgiving. Met goal. Completed 228 total. 2016 Goal: 235 cont. & ext. 4 wks earlier than 2015. Achieved 2 wks earlier, 246 total. 2017 Goal: 185 contracts & extensions estimated, 224 actual for calendar year 2017. 2018 Goal: 198 contracts & extensions estimated, 290 actual for calendar year 2018. 2019 Goal: 225 contracts & extensions estimated, 294 actual for calendar year 2019. 2020 Goal: 290 contracts & extensions forecast originally, revised forecast of 384 including CARES Act/Pandemic funds; 361 actual for calendar year 2020. 2021 Goal: 400 contracts & extensions forecast during calendar 2021.
Timely Payments (Average Days ≤ 30 Days)	45 days to payment, average for SFY July 1 2013 - Jun 30 2014 35 days to payment, average for SFY July 1 2014 - Jun 30 2015 29 days to payment, average for SFY July 1 2015 - Jun 30 2016 26 days to payment, average for SFY July 1 2016 - Jun 30 2017 25 days to payment, average for SFY July 1 2017 - Jun 30, 2018 32 days to payment, average for SFY July 1 2018 - Jun 30, 2019 35 days to payment, average for SFY July 1 2019 - Jun 30, 2020 32 days to payment, average for year-to-date July 1 2020 - December 31 2021
No Statutory Violations	12 Statutory Violations occurred in 2014 (6 of 12 were inherited from fund transfer) 2 Statutory Violations in calendar 2015 2 Statutory Violations in calendar 2016 1 Statutory Violation in calendar 2017 (June 2017; 14 mo trend without a S.V.) 1 Statutory Violations in calendar 2018 (July 2018; 12 mo trend without a S.V.) 1 Statutory Violation in calendar 2019 (March 2019; 7 mo trend without a S.V.) 0 Statutory Violations in calendar 2020 (22 mo trend without a S.V.)

Figure 1: Timely Contracts Tracking, Goal vs. Actual for Calendar Year 2020





COLORADO
Department of Transportation

Division of Transit and Rail
2829 W. Howard Pl. 4th Floor
Denver, CO 80204

DATE: May 20, 2021
TO: Transportation Commission
FROM: Kay Kelly, Chief, Office of Innovative Mobility
Sharon Terranova, Planning Manager, Division of Transit & Rail
SUBJECT: Senate Bill 228 Status Report

Purpose

The purpose of this memo is to provide an update on SB 228 transit projects approved for Years 1, 2, and 3 through the reporting period ending March 31, 2021.

Action

Informational only, no action required.

Background

Senate Bill 228 (SB 228) provided CDOT with \$200M in new revenue in FY 2016, \$79M in FY 2017, and \$79M in FY 2018. At least 10% (approximately \$35.8M = \$20M + \$7.9M + \$7.9M) must be dedicated to transit. The SB 228 program must be used for strategic, TC-approved projects with statewide or regional significance.

In August 2016, the Transportation Commission approved \$20M in commitments toward a list consisting mainly of Park-n-Ride investments around the state, and bus purchases for rural regional services now branded as “Bustang Outrider”. Two of the earlier projects were withdrawn, and the funds were reprogrammed.

In November 2017, the Commission approved \$9.9M in projects which consisted of bus purchases, match for rail improvements, and funds for local agency capital purchases (\$7.9M Year 2 funds, +\$2.0M re-programmed from Year 1 funds). In August 2018, the Commission approved \$10.9M in projects which consisted of bus purchases, local agency capital purchases, and Park-n-Ride investments.

In March 2019, the Transportation Commission committed the final \$2.5M in funds to the Bustang Fleet replacement fund.

Details

SB 228 Project Update

The following table provides a brief description of each project and its current status. A more detailed schedule is included as an attachment.

SB 228 YEAR 1		
Project	Description	Status
Program and Construction Management (\$2.0 M)	Consultant assistance for project development and program/construction management for the SB 228 transit projects.	Executed contract with AECOM, the program/construction management consultant retained by Bridge Enterprise for technical assistance. Contract to be extended through December 2021 with SB 267 funds.
Winter Park Express Platform (\$1.5 M)	Project to construct the Winter Park Express platform and related railroad improvements. CDOT partnered with Winter Park Resort, Amtrak and the UP.	COMPLETED Project completed in partnership with Region 3. The official opening service was on January 6 th , 2017.
Bus Purchases (\$2.5 M)	Purchase of branded over-the-road coaches for Outrider.	COMPLETED Six coaches were delivered in March 2018.
Centerra-Loveland Mobility Hub (\$5.0 M)	Part of a much larger project to build managed lanes from Loveland to Ft. Collins. Includes a center median Bustang station and a new Park-n-Ride at Kendall Parkway and I-25. The station is now known as the Centerra-Loveland Mobility Hub.	Construction of the transit station and the corresponding roadway segment (design-build contract) started in July 2019 and is scheduled to be completed in spring 2022.
Woodmen Road Park-n-Ride Replacement (\$3.0 M)	Relocation and construction of the primary Bustang bus stop and Park-n-Ride in Colorado Springs.	WITHDRAWN Negotiations with the property owner of the identified site failed. CDOT will explore other methods to increase parking capacity of the existing site. The funds were re-programmed for Year 3 projects.
San Miguel County Park-n-Ride (\$1.5 M)	Design and construction of a new Park-n-Ride outside of Telluride that will serve local and regional transit services.	COMPLETED Partnership with Region 5 and local agency partners. Construction was completed in December 2018.
Frisco Transit Center - Phase 1 (\$2.5 M)	Rehabilitation and expansion of a transit center in Frisco which serves local routes, Bustang, Greyhound, and private car rental businesses.	Partnership with Region 3 and local agency partners. Construction to be completed in summer 2021.
Rifle Park-n-Ride (\$2.0 M)	Relocation and expansion of a Park-n-Ride to better serve local and regional transit, and future Bustang service.	WITHDRAWN City officials encountered obstacles in working with the property owner of the preferred site and providing funds for off-site improvements associated with the Park-n-Ride. The funds were re-programmed for Year 2 projects.

SB 228 YEAR 2		
Project	Description	Status
Bus Purchases (\$2.4 M)	Four coaches to expand Bustang service to Grand Junction and meet system demand in other parts of the state.	COMPLETED Delivered in May 2018.
TIGER 9 Match (\$1.0 M)	CDOT portion of local matching funds for TIGER 9 Southwest Chief for route restoration and repair.	The TIGER 9 application was successful. The FRA agreement was executed in August. Most of the rail re-lay work in Colorado and Kansas was complete by October, with switches and crossings still to go. New Mexico segment starts at a later date.
Local Agency State of Good Repair (\$6.5 M)	Funds available for local transit agency capital needs (bus replacements, transit stops, etc.).	To date, \$5.8 M has been awarded to local capital projects. Additional awards are planned for Years 4 and 5 of the Local Agency State of Good Repair program.

SB 228 YEAR 3		
Project	Description	Status
Bus Purchases (\$3.2 M)	Five coaches to expand Bustang service. Two for the Bustang West line, one for the Bustang North line, and two in support of the South I-25 Gap Project.	COMPLETED Delivered in May 2019.
Local Agency State of Good Repair (\$3.5 M)	Funds available for local transit agency capital needs (bus replacements, transit stops, etc.). Funds will be drawn down over a two-year period.	To date, \$5.8 M has been awarded to local capital projects. Additional awards are planned for Years 4 and 5 of the Local Agency State of Good Repair program.
Pueblo Park-n-Ride - Design (\$0.5 M)	A Park-n-Ride in North Pueblo to accommodate intercity, regional, and local transit services.	Design at the initial location was stopped to consider a new site which may serve more customers. An alternatives analysis is being performed at both locations.
Tejon Park-n-Ride (\$0.5 M)	Minor improvements to CDOT owned Park-n-Ride to better accommodate intercity and local transit services.	Scope development in progress.
Bustang Fleet Replacement Fund (\$2.5 M)	Funds Bus Replacement budget for approximately 2 years.	TC approved funding in May 2019. Money was deposited into bus replacement fund.
Program and Construction Management (\$0.7 M)	Consultant assistance for project development and program/construction management for the Front Range Passenger Rail effort.	Contract has been executed and consultant services are underway.

Next Steps

The Division of Transit and Rail will continue to advance the approved SB 228 projects and provide quarterly progress updates to the Transportation Commission and the Transit & Rail Advisory Committee.

Attachments

Strategic Transit Projects (SB 228) - Transit Program Roadmap

Strategic Transit Projects (SB 228) - Transit Program Roadmap

Senate Bill 09-228 (SB-228) provided \$35.8M for transit projects starting in Fiscal Year 2015-16.

This program roadmap allows the Division of Transit and Rail to see remaining key dependencies between major milestones, communicate the linkage between the strategy and the planned prioritized work, and provide a high-level view of upcoming milestones and decision points. Project locations are displayed on the map to the right.

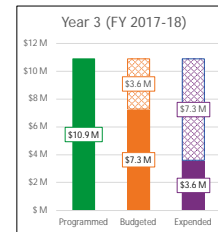
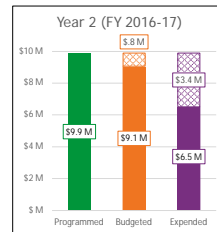
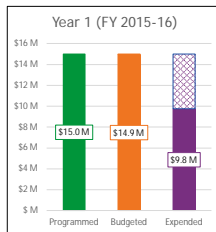


Senate Bill 228: Year 1 Allocation (\$15.0M Total, \$9.8M Complete)																		
Programmed	Project Description	Region	2021				2022				2023				2024			
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
\$2.0 M	Program and Construction Management (SB 228 and SB 267)	All	■	■	■	■												
\$1.5 M	Winter Park Express Platform	3																
\$2.5 M	Bus Purchases	Various																
\$5.0 M	Centerra-Loveland Mobility Hub	4	■	■	■	■	■	■	■	■								
\$0.0 M	Woodmen Road Park-n-Ride Replacement	2																
\$1.5 M	San Miguel County Park-n-Ride	5																
\$2.5 M	Frisco Transit Center - Phase 1	3	■	■	■													
\$0.0 M	Rifle Park-n-Ride	3																

Senate Bill 228: Year 2 Allocation (\$9.9M Total, \$6.5M Complete) *Includes \$7.9M from Year 2 plus \$2.0M from Year 1																		
Programmed	Project Description	Region	2021				2022				2023				2024			
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
\$2.4 M	Bustang Capital Needs	Various																
\$1.0 M	TIGER 9 Match	2																
\$6.5 M	Local Agency State of Good Repair	Various																

Senate Bill 228: Year 3 Allocation (\$10.9M Total, \$3.5M Complete) *Includes \$7.9M from Year 3 plus \$3.6M from Year 1																		
Programmed	Project Description	Region	2021				2022				2023				2024			
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
\$3.2 M	Bus Purchases	Various																
\$3.5 M	Local Agency State of Good Repair	Various																
\$0.5 M	North Pueblo Mobility Hub (Design)	2	■	■	■	■	■	■	■	■	■	■	■	■				
\$0.5 M	Tejon Park-n-Ride	2																
\$2.5 M	Bustang Fleet Replacement Fund	Various																
\$0.7 M	Program and Construction Management (Front Range Passenger Rail)	All	■	■	■	■												

Legend	
■	Planning
■	Design / Environmental Clearance / ROW Acquisition
■	Procurement
■	Construction / Delivery
■	Cash Contribution
■	Program Management Activities
■	Quarterly TC Meeting Report
■	Bar Charts: Unprogrammed
■	Bar Charts: Unbudgeted
■	Bar Charts: Unexpended





COLORADO
Department of Transportation

Division of Transit and Rail
2829 W. Howard Pl. 4th Floor
Denver, CO 80204

DATE: May 20, 2021
TO: Transportation Commission
FROM: Kay Kelly, Chief, Office of Innovative Mobility
Sharon Terranova, Planning Manager, Division of Transit & Rail
SUBJECT: Senate Bill 267 Status Report

Purpose

The purpose of this memo is to provide an update on SB 267 transit projects approved for Years 1, 2 and 3 through the reporting period ending March 31, 2021.

Action

Informational only, no action required.

Background

The state legislature provided new transportation funding through Senate Bill 17-267 (SB 267). SB 267 provides \$192M for strategic transit capital projects over four years beginning in FY 2019. SB 267 gives authority to the Colorado Transportation Commission to designate and select projects, and requires that a minimum of 25% of SB 267 funds be spent in rural counties with fewer than 50,000 residents.

The strategic transit project portfolio, including project type, location, match requirements, etc., and the project selection criteria and ratings, were presented to the Transit and Rail Advisory Committee, the Statewide Transportation Advisory Committee, and the Transportation Commission in 2019. The Transit and Rail Advisory Committee and Transportation Commission also provided guidance on the project portfolio composition, favoring a mix of CDOT and partner capital projects, while still providing enough funding through the Capital Call for local agencies to make strategic investments to their transit infrastructure.

A list of proposed strategic transit projects covering Years 1 through 4 was presented to the Statewide Transportation Advisory Committee, the Transit and Rail Advisory Committee and the Transportation Commission in October and November 2019. This list included several previously approved projects, proposed CDOT and partner transit facility projects (50% match required), and allocations for remaining funds to be distributed to local agencies through upcoming Capital Calls (20% match required). On December 19, 2019, the Transportation Commission approved the complete SB 267 Transit Program for Years 1-4, totaling \$192M.

Senate Bill 267 provides four years of funding totaling \$192M for strategic transit investments, however, the funding is approved on a year-by-year basis. Through Q4 2019, Year 1 funds totaling \$42M had been received. Year 2 funds of \$50M were received at the end of Q2 2020, increasing available funding to \$92M. The bond sale in Year 2 garnered an extra \$6.0 M for the Transit program which brought the funding total to \$98M. Year 3 funds of \$50M were received in Q2 2021. Funding for Year 4, an additional \$50M, remains uncertain. Although the Transportation Commission voted to approve all four years of SB 267 projects in December for planning purposes, the Year 4 projects will be reevaluated when it is clear that such funding may become available.

Details

CDOT's Region and Division staff, as well as partner and local agency staff, will continue to advance the approved SB 267 projects. Progress resulting from this collaborative effort will be reported to the Transit & Rail Advisory Committee and the Transportation Commission throughout the duration of the program. The following table provides updates on individual SB 267 transit projects through March 31, 2021:

SB 267 YEAR 1		
Project	Description	Status
Bijou Street Storage & Maintenance Facility (\$3.00 M)	Design and construction of new 10-bay Bustang facility located at the Region 2 Vehicle Storage Facility in central Colorado Springs.	Project is in construction. Anticipated completion in September 2021.
Cripple Creek Admin & Operations Facility (\$0.12 M)	Design of a new administrative/ operations facility that will provide a space for the transit division.	The town has issued an RFP for design.
Prowers County Bus Barn & Office Extension (\$0.11 M)	Construction of office space extension on existing bus storage facility.	IGA has been executed.
Southwest Chief Thru-car Study - CRISI Grant Match (\$0.05 M)	CDOT portion to fund study to offer thru-car service on Southwest Chief to Pueblo and Colorado Springs. Total match money & grant totals \$450M.	Project has been approved by TC and received award from FRA.
Frisco Transit Center - Phase 2 (\$3.44 M)	Construction of Phase 2 of the Frisco Transit Center. Serves Summit County's service to Leadville, Fairplay, Breckenridge, and Keystone.	Design is complete. Construction contractor selected; NTP expected June 2021, completion in summer 2022.
RFTA Glenwood Maintenance Facility - Phase 3/7 (\$2.98 M)	Site work incl. building and foundation demolition, roadway realignment, earthmoving, and retaining walls construction. Scope revisions pending.	Awarded through Capital Call. Design expected to be completed in spring 2021. Construction expected to be completed by the end of 2022.
Winter Park Transit Maintenance Facility - Phase 1 (\$0.20 M)	Phase 1 - Design of a new transit storage, maintenance, and admin facility located in a rural area.	Awarded through Capital Call. Executed contract in place. Design is 90% complete, expected to be complete later this summer.
Winter Park Transit Maintenance Facility - Phase 2 (\$2.60 M)	Phase 2 - Construction of a new transit storage, maintenance, and administration facility located in a rural area.	Awarded through Capital Call. Received a direct 2019 5339(b) award from FTA for \$12 M for construction. IGAs for both 5339(b) and SB267 funding executed.
Arterial Transit and Bike/Pedestrian Improvements on I-70 Business/US 6 Corridor (\$1.5 M)	Arterial Transit & Bike/Ped Improvements combined with highway improvements.	Region 3 is currently scoping project with Grand Valley RTPO.
RFTA Aspen Maintenance Facility Improvement - Phase 9 (\$1.00 M)	Replacement of existing underground fuel tanks with new, double-walled tanks and monitoring systems, to reduce the risk of leak or spill.	COMPLETED Project completed in partnership with RFTA.
Summit County Transit Operations Center (\$0.43 M)	Design of a larger, upgraded facility necessary to accommodate all Summit Stage buses, support vehicles and offices.	Awarded through Capital Call. Executed contract in place. Design expected to be 30% complete this month.
Firestone-Longmont - Phase 1 (Design) (\$0.68 M)	Design of interim configuration to expand the existing Park-n-Ride from 116 existing spaces to around 280 proposed spaces. Serves Bustang to Fort Collins and Denver.	Design in progress and expected to complete by summer 2021. Access improvements will be completed as a separate project.

SB 267 YEAR 1		
Project	Description	Status
Firestone-Longmont - Phase 1 (Construction) (\$6.04 M)	Construction of interim configuration to expand the existing Park-n-Ride from 116 existing spaces to around 280 proposed spaces. Serves Bustang to Fort Collins and Denver.	Construction expected to begin in the fall of 2021.
Firestone-Longmont - Phase 2 (ROW) (\$2.50 M)	Land purchase for ultimate center-median configuration to be constructed as part of North I-25 Segment 4.	ROW Purchase was approved by TC. Negotiations are ongoing.
Centerra-Loveland Mobility Hub (\$6.0 M)	Construction of center median Bustang station and Park-n-Ride. Part of Region 4 I-25 Segment 7 Managed Lanes project.	Under construction. Anticipated completion by Spring 2022.
Berthoud Mobility Hub (\$5.00 M)	Design and initial construction for ultimate center-loading express Bustang station constructed as part of North I-25 Segment 6.	Design and initial construction (earth moving and placement of concrete box tunnel) underway.
SH 119 BRT (\$2.0 M)	Contribution in support of RTD's FasTracks commitment to provide BRT between Boulder and Longmont.	Design RFP released July 2020. Consultant selected. Design kicked off January 2021.
Poncha Springs Crossroads Welcome Center Improvements (\$0.00M)	Expansion and renovation of existing parking and transit facility adjacent to existing visitor center. At intersection of US 285 & US 50.	Project has been withdrawn.
SMART Administrative & Maintenance Facility (\$1.86M)	Purchase of Existing Real Property including buildings.	COMPLETED Purchase is complete. SMART closed on the property in October.

SB 267 YEAR 2		
Project	Description	Status
Revitalizing Main Streets Program (\$26.00 M)	Contribution for design and construction of BRT elements. Total funding offered is \$77.50 M (includes highway \$).	Region 1 to manage this project. Awards have been made for full or partial funding of 30 projects located in 9 jurisdictions.
Burnham Yard - CRISI Grant Match (\$15.00 M)	Match toward CDOT purchase of decommissioned rail yard from UP to move consolidated main line eastward to accommodate various highway and rail expansion projects.	SB267 transit funds will be transferred to HPTE.
Lone Tree Mobility Hub (\$2.00 M)	Site selection, design, and construction of a new transit station Lone Tree.	Planning, stakeholder engagement activities, and conceptual design have started.
Bustang Fleet Purchases (Region 1) (\$0.63 M)	Fleet purchases to support service at Castle Rock and/or Lone Tree.	Project has been approved by TC.
Idaho Springs Park-n-Ride (\$0.30 M)	Expanded Park-n-Ride with interchange improvements and slip ramps on I-70.	Planning, stakeholder engagement activities, and conceptual design have started.

SB 267 YEAR 2		
Project	Description	Status
Colorado Springs Transit Center (\$3.50 M)	Contribution to the construction of a new Downtown Transit Center at the northeast corner of Nevada Ave & Pikes Peak Ave that serves as a hub for Mountain Metro Transit local bus operations; Bustang and Greyhound intercity bus operations; taxis and TNCs; bikeshare; and pedestrians. Includes City-owned public parking & private residential, commercial and office development on upper floors.	Project has been approved by TC. Public Private Partnership agreements are in negotiation. Region 2 is scoping IGA with Mountain Metro Transit.
North Pueblo Mobility Hub (\$1.10 M)	ROW purchase, design and construction of new mobility hub in Pueblo with 100 - 200 parking spaces.	Design at the initial location was stopped to consider a new site, which may serve more customers. An alternatives analysis is being performed at both locations.
South Central Storage and Maintenance Facility (\$0.20 M)	Land purchase, design and construction of new bus storage and maintenance facility for Trinidad would house SCCOG Transit and Phase 3 Outrider from Trinidad to Pueblo.	Project has been approved by TC. Region 2 is scoping IGA with SCCOG.
Gunnison Valley RTA Storage Facility (\$0.80 M)	Design of new bus storage facility in Crested Butte for Mountain Express, GVRTA, and Bustang storage.	Project has been approved by TC. Additional funds were approved by TC in December. IGA in process.
Montrose Multimodal Transit Center (All Points Transit) (\$0.25 M)	Design and construction of a new multimodal transit center in Montrose for All Points Transit. Will also accommodate San Miguel Authority for Regional Transportation, and Outrider.	Project to be approved by TC in May 2021.
Grand Junction Mobility Hub (\$0.08 M)	Grant application, design, and construction of a new mobility hub in downtown Grand Junction.	Planning, stakeholder engagement activities, and conceptual design have started.
Western Slope Storage and Maintenance Facility (\$0.00 M)	Land purchase, design, and construction of new Bustang storage and maintenance facility near Montrose.	Project has been withdrawn.
Bustang Fleet Purchases (Region 4) (\$1.25 M)	Fleet purchases to support service at Firestone-Longmont Mobility Hub.	Project has been approved by TC.
Estes Park Transit Improvements (\$1.03 M)	Visitors Center/Transit Center Parking at US 36 & US 34.	Planning, stakeholder engagement activities, and conceptual design have started.
Firestone-Longmont - Phase 1 (Design) (\$0.10 M)	See description in Year 1 list.	See status in Year 1 list.
Durango Transit Capital Improvements (\$2.00 M)	Upgrade transit stops along US 550 to include ADA-compliant curb ramps, sidewalk cross slopes, and landings.	This project was approved at August TC. Anticipate IGA in 2021.

SB 267 YEAR 2		
Project	Description	Status
Pagosa Springs/Archuleta Multimodal Facility (\$1.08 M)	This new facility will be ADA compliant, open to the public and store vehicles under shelter.	This project was approved at August TC and received additional funding from MMOF (\$15 K) and FTA 5339 (\$1.81 M).
Buena Vista Park-n-Ride and Intermodal Facility (\$0.60 M)	Park-n-Ride and Intermodal Facility in Buena Vista (Gunnison-Denver Outrider Route).	This project was approved at August TC. Planning is underway.
Bustang Outrider Improvements (\$2.97M)	Stops, shelters and minor roadway/sidewalk upgrades at numerous locations throughout Colorado.	Design standards have been developed. Scope development and refinement underway.

SB 267 YEAR 3		
Project	Description	Status
Lone Tree Mobility Hub (\$8.00 M)	See description in Year 2 list.	See status in Year 2 list.
Idaho Springs Mobility Hub (\$4.10 M)	See description in Year 2 list.	See status in Year 2 list.
Bustang Fleet Purchases (Region 1) (\$3.25 M)	See description in Year 2 list.	See status in Year 2 list.
I-25 and SH 7 Interchange Mobility Hub (\$1.50 M)	Design and construction of slip ramps and a park-n-ride at the I-25 and SH 7 intersection.	Project to be approved by TC in May 2021.
Bustang Heavy Maintenance Facility (\$0.50 M)	Design and construction of heavy maintenance equipment facility shared by Bustang and Region 1's maintenance fleet.	Project has been approved by TC.
Castle Rock Mobility Hub (\$0.30 M)	Site selection, design, and construction of a new transit station near Castle Rock.	Planning activities have started.
North Pueblo Mobility Hub (\$3.90 M)	See description in Year 2 list.	See status in Year 2 list.
Pueblo Administrative and Maintenance Facility (\$2.18M)	Relocate and construct facility for Pueblo Transit, with parking available for use by Bustang/Outrider. Match funds to leverage FTA 5339 funds.	This project was not awarded the FTA funds. Plan to resubmit application to FTA next year.
South Central Storage and Maintenance Facility (\$1.70 M)	See description in Year 2 list.	See status in Year 2 list.
Colorado Springs Transit Center (\$1.50 M)	See description in Year 2 list.	See status in Year 2 list.
Southwest Chief Track Improvements - BUILD Grant Match (\$1.0 M)	CDOT portion of Southwest Chief track improvements - Rail replacement, turnouts and grade crossing replacements on La Junta Subdivision between Kansas and Colorado.	Project was approved by TC but did not receive the BUILD grant. Plan to resubmit application to USDOT (RAISE grant) in July.

SB 267 YEAR 3		
Project	Description	Status
Woodmen Road Mobility Hub (\$0.60 M)	Expansion and/or relocation of Woodmen Road Bustang stop and mobility hub in Colorado Springs.	Project has been approved by TC.
Fairplay Mobility Hub (\$0.50 M)	Design and construction of new mobility hub and parking facility to connect Outrider routes along US-285. This location will serve Summit Stage in the future.	Project has been approved by TC.
Monument Park-n-Ride (Preconstruction) (\$0.10 M)	Design and construction of ADA improvements at Monument Park-n-Ride/Mobility Hub.	Project has been approved by TC.
Snowmass Transit Center (\$4.50 M)	New transit center at the central ski mountain area. This new facility will replace two transit centers built in 1969 and 1987, and will include approximately 150 parking spaces, on-route chargers for RFTA buses, and electric vehicle chargers for the public.	Project to be approved by TC in May 2021.
Montrose Multimodal Transit Center (All Points Transit) (\$2.99 M)	See description in Year 2 list.	See status in Year 2 list.
Gunnison Valley RTA Storage Facility (\$0.90 M)	See description in Year 2 list.	See status in Year 2 list.
Grand Junction Mobility Hub (\$0.50 M)	See description in Year 2 list.	See status in Year 2 list.
Region 3 Outrider Storage in Montrose (\$0.50 M)	Storage for 2 to 4 Outrider buses in Region 3 Maintenance Yard.	Project to be approved by TC in May 2021.
Firestone-Longmont Mobility Hub Access Improvements (\$2.00 M)	Design and construction of a full movement intersection to allow for left turns out of the park-n-ride.	Project to be approved by TC in May 2021.
Berthoud Mobility Hub (\$1.00 M)	See description in Year 1 list.	Region 4 will use stimulus funds and DTR will use and additional \$1M from SB 267 Year 3 to finance the full build.
Firestone-Longmont - Phase 2 (ROW) (\$1.00 M)	See description in Year 1 list.	See status in Year 1 list.
Bustang Fleet Purchases (Region 4) (\$0.63 M)	See description in Year 2 list.	See status in Year 2 list.
Centerra-Loveland Mobility Hub (\$0.50 M)	See description in Year 1 list.	See status in Year 1 list.

SB 267 YEAR 3		
Project	Description	Status
Harmony Road Park-n-Ride Expansion (Preconstruction) (\$0.50 M)	Design to expand the existing Park-n-Ride at I-25 and Harmony in Fort Collins.	Project has been approved by TC.
Salida Transit Capital Improvements (\$0.48 M)	Design and construction of two bus stops, a protected pedestrian crossing, and pedestrian/ADA walkways along US 50 in Salida.	Project to be approved by TC in May 2021.
Poncha Springs Outrider Improvements (\$0.08 M)	Outrider stop improvements at Poncha Springs.	Project to be approved by TC in May 2021.
Bustang Outrider Improvements (\$0.48 M)	See description in Year 2 list.	See status in Year 2 list.

Next Steps

The Division of Transit and Rail will continue to work on preconstruction activities as well as participate in project meetings through construction, and provide quarterly updates to the Transit and Rail Advisory Committee and the Transportation Commission.

Attachments

Strategic Transit Projects (SB 267) - Transit Program Roadmap

Strategic Transit Projects (SB 267) - Transit Program Roadmap

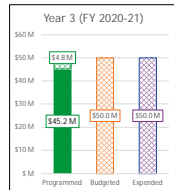
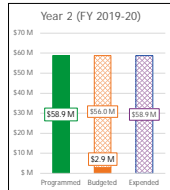
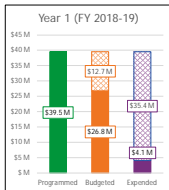
Senate Bill 17-267 (SB-267) provided up to \$188 M for transit projects starting in Fiscal Year 2018-19, with an additional \$10M to date from bond sale proceeds. As of this report, the first three fiscal years (\$148 M) have been released.

This program roadmap allows the Division of Transit and Rail to see remaining key dependencies between major milestones, communicate the linkage between the strategy and the planned prioritized work, and provide a high-level view of upcoming milestones and decision points. Project locations are displayed on the Year 1, 2 or 3 map to the right.



Senate Bill 267: Year 1 Allocation (\$39.5M Total, \$4.1M Complete)																			
Programmed	Project Description	Region	2021				2022				2023				2024				
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	
\$3.00 M	BiJou Street Storage and Maintenance Facility	2																	
\$0.12 M	Cripple Creek Administration and Operations Facility (Design)	2																	
\$0.11 M	Prowers County Bus Barn Office Extension	2																	
\$0.05 M	Southwest Chief Thru-Car Study - CRISI Grant Match	2																	
\$3.44 M	Frisco Transit Center - Phase 2	3																	
\$2.98 M	RFTA Glenwood Maintenance Facility - Phase 3/7	3																	
\$0.20 M	Winter Park Transit Maintenance Facility - Phase 1	3																	
\$2.60 M	Winter Park Transit Maintenance Facility - Phase 2	3																	
\$1.50 M	Arterial Transit and Bike/Pedestrian Improvements on I-70 Bus./US & Corridor	3																	
\$1.00 M	RFTA Aspen Maintenance Facility Improvement - Phase 9	3																	
\$0.43 M	Summit County Transit Operations Center Design and Engineering	3																	
\$0.68 M	Firestone-Longmont - Phase 1 (Design)	4																	
\$6.04 M	Firestone-Longmont - Phase 1 (Construction)	4																	
\$2.50 M	Firestone-Longmont - Phase 2 (ROW)	4																	
\$6.00 M	Centerra-Loveland Mobility Hub	4																	
\$5.00 M	Berthoud Mobility Hub	4																	
\$2.00 M	SH 119 BRT	4																	
\$0.00 M	Panache Springs Crossroads Welcome Center Improvements	5																	
\$1.86 M	SMART Purchase of Existing Real Property for Admin & Maintenance Facility	5																	

Legend	
	Planning
	Design / Environmental Clearance / ROW Acquisition
	Procurement
	Construction / Delivery
	Cash Contribution
	Program Management Activities
	Quarterly TC Meeting Report
	Bar Charts: Unprogrammed
	Bar Charts: Unbudgeted
	Bar Charts: Unexpended



Strategic Transit Projects (SB 267) - Transit Program Roadmap

Senate Bill 17-267 (SB-267) provided up to \$188 M for transit projects starting in Fiscal Year 2018-19, with an additional \$10M to date from bond sale proceeds. As of this report, the first three fiscal years (\$148 M) have been released.

This program roadmap allows the Division of Transit and Rail to see remaining key dependencies between major milestones, communicate the linkage between the strategy and the planned prioritized work, and provide a high-level view of upcoming milestones and decision points. Project locations are displayed on the Year 1, 2 or 3 map to the right.



Senate Bill 267: Year 2 Allocation (\$58.9M Total, \$4.1M Complete)																		
Programmed	Project Description	Region	2021				2022				2023				2024			
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
\$26.00 M	Revitalizing Main Streets Program	1																
\$15.00 M	Burnham Yard - CRSI Grant Match	1																
\$2.00 M	Lone Tree Mobility Hub	1																
\$0.63 M	Bustang Fleet Purchases (Region 1)	1																
\$0.30 M	Idaho Springs Mobility Hub	1																
\$3.50 M	Colorado Springs Transit Center	2																
\$1.10 M	North Pueblo Mobility Hub	2																
\$0.60 M	Outrider Improvements at Lamar, Fort Lyon, Las Animas, La Junta, Swink, Rocky	2																
\$0.20 M	South Central Storage and Maintenance Facility	2																
\$0.20 M	Outrider Improvements at Colorado City Corners, Walsenburg and Aguilar	2																
\$0.16 M	Outrider Improvements at Canon City and Cotopaxi	2																
\$0.08 M	Outrider Improvements at Pueblo West	2																
\$0.08 M	Outrider Improvements at Tejon Park-n-Ride	2																
\$0.80 M	Gunnison Valley RTA Storage Facility	3																
\$0.30 M	Outrider Improvements at Fraser, Granby, Kremmling and Hot Sulphur Springs	3																
\$0.25 M	Outrider Improvements at Montrose, Delta and Gunnison	3																
\$0.25 M	Montrose Multimodal Transit Center (All Points Transit)	3																
\$0.08 M	Grand Junction Mobility Hub	3																
\$0.00 M	Western Slope Storage and Maintenance Facility	3																
\$1.25 M	Bustang Fleet Purchases (Region 4)	4																
\$1.03 M	Estes Park Transit Improvements	4																
\$0.24 M	Outrider Improvements at Brush, Fort Morgan and Hudson	4																
\$0.10 M	Firestone-Longmont - Phase 1 (Design)	4																
\$0.08 M	Outrider Improvements at Sterling	4																
\$0.08 M	Outrider Improvements at Lochbuie	4																
\$2.00 M	Durango Transit Capital Improvements	5																
\$1.08 M	Pagosa Springs/Archuleta Multimodal Facility	5																
\$0.60 M	Buena Vista Park-n-Ride and Intermodal Facility	5																
\$0.40 M	Outrider Improvements at Durango, Mancos, Cortez, Dolores, and Rico	5																
\$0.25 M	Outrider Improvements at Placerville, Ridgway and Telluride	5																
\$0.25 M	Outrider Improvements at 3 locations between Alamosa and Buena Vista	5																

Strategic Transit Projects (SB 267) - Transit Program Roadmap

Senate Bill 17-267 (SB-267) provided up to \$188 M for transit projects starting in Fiscal Year 2018-19, with an additional \$10M to date from bond sale proceeds. As of this report, the first three fiscal years (\$148 M) have been released.

This program roadmap allows the Division of Transit and Rail to see remaining key dependencies between major milestones, communicate the linkage between the strategy and the planned prioritized work, and provide a high-level view of upcoming milestones and decision points. Project locations are displayed on the Year 1, 2 or 3 map to the right.



Senate Bill 267: Year 3 Allocation (\$45.2M Total, \$4.8M Unallocated)																			
Programmed	Project Description	Region	2021				2022				2023				2024				
			Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	
\$8.00 M	Lone Tree Mobility Hub	1																	
\$4.13 M	Idaho Springs Mobility Hub	1																	
\$3.18 M	Bustang Fleet Purchases (Region 1)	1																	
\$1.50 M	I-25 and SH 7 Interchange Mobility Hub	1																	
\$0.50 M	Bustang Heavy Maintenance Facility	1																	
\$0.30 M	Castle Rock Mobility Hub	1																	
\$3.90 M	North Pueblo Mobility Hub	2																	
\$2.18 M	Pueblo Administrative and Maintenance Facility - 5339(b) Grant Match and	2																	
\$1.73 M	South Central Storage and Maintenance Facility	2																	
\$1.50 M	Colorado Springs Transit Center	2																	
\$1.00 M	Southwest Chief Track Improvements - CRSI Grant Match	2																	
\$0.60 M	Woodmen Road Mobility Hub	2																	
\$0.50 M	Fairplay Mobility Hub	2																	
\$0.10 M	Monument Park-n-Ride (Preconstruction)	2																	
\$4.50 M	Snowmass Transit Center	3																	
\$2.99 M	Montrose Multimodal Transit Center (All Points Transit)	3																	
\$0.90 M	Gunnison Valley RTA Storage Facility	3																	
\$0.50 M	Grand Junction Mobility Hub	3																	
\$0.50 M	Region 3 Outrider Storage in Montrose	3																	
\$0.32 M	Outrider Improvements at Steamboat Springs, Milner, Hayden and Craig	3																	
\$0.16 M	Outrider Improvements at Winter Park and Tabernash	3																	
\$2.00 M	Firestone-Longmont Mobility Hub Access Improvements	4																	
\$1.00 M	Berthoud Mobility Hub	4																	
\$1.00 M	Firestone-Longmont - Phase 2 (ROW)	4																	
\$0.63 M	Bustang Fleet Purchases (Region 4)	4																	
\$0.50 M	Centerra Loveland Mobility Hub	4																	
\$0.50 M	Harmony Road Park-n-Ride Expansion (Preconstruction)	4																	
\$0.48 M	Salida Transit Capital Improvements	5																	
\$0.08 M	Poncha Springs Outrider Improvements	5																	



Quarterly Status Report

January 2021 through March 2021



PREPARED BY:



COLORADO
Department of Transportation

IN CONSULTATION WITH:



COLORADO
Department of Transportation
Statewide Bridge Enterprise

DATE: April 26, 2021

TO: Colorado Transportation Commission (TC)
Colorado High Performance Transportation (HPTE) Board of Directors
Colorado Bridge Enterprise (BE) Board of Directors

FROM: Robert Hays, Project Director, Central 70 Project

SUBJECT: Quarterly Update

PROJECT PROGRESS

This memo summarizes the status of the Central 70 Project across the following areas:

- Status of Design and Construction
- Status of Pre-Development Budget
- Status of Community Commitments

ACTION

No actions are requested at this time. This memo is for information purposes only.

BACKGROUND

Per the Central 70 Project Intra-Agency Agreement (IAA) dated August 22, 2017, (as amended by the First Amendment to the IAA, dated November 15, 2017, and the Second Amendment to the IAA, dated April 3, 2019), the Central 70 Project Director shall provide quarterly updates to the Transportation Commission, Bridge Enterprise (BE) Board of Directors, and the High Performance Transportation Enterprise (HPTE) Board of Directors through Final Acceptance.

MATTERS REQUIRING POLICY INPUT

None at this time.

COMPLETED MILESTONES THIS QUARTER

January 2021

- Continued reconstruction of various bridge structures along I-70 between Brighton Boulevard and Quebec Street, with emphasis on Milestone 2 structures (I-70 bridges over Quebec, Denver Rock Island Railroad (DRIR), Monaco, Holly, and Dahlia). This includes the demolition of the existing bridge structures.
- Continued work on Brighton Boulevard ramp tie-ins.
- Continued construction of the Concrete Box Culvert and 66" Pipe crossing the UPRR tracks south of the UPRR Bridge
- Continued construction of the lowered section north of 46th Avenue between Brighton and Colorado Boulevards, including excavation, drainage, cement treated soil mixing, walls, barrier, and paving.

- Continued various construction work on Stapleton Drive North and South (including utilities, walls, and bridge reconstruction) requiring closures and lane restrictions.
- Within Milestone 1 limits, continued punch-list work setting permanent sign structures, SMA paving, and permanent striping, along with work on the cross-slope correction change order elements.
- Continued installation of electrical, Intelligent Transportation System(s) (ITS) and fire suppression system under the Cover over westbound (WB) I-70.
- Continued construction of the City and County of Denver (CCD)/CDOT Cover Building, with placement of systems equipment in the building continuing this period.
- Continued installation of the pump electrical service and supporting infrastructure at the pump station.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Continued installation of the jet fans above the future westbound I-70 lanes of the Cover.
- Began demolition of the interior portions of the existing I-70 bridge structure over Quebec Street.
- Installed generator for Cover.

February 2021

- Continued reconstruction of various bridge structures along I-70 between Brighton Boulevard and Quebec Street, with emphasis on Milestone 2B structures (I-70 bridges over Quebec, Denver Rock Island Railroad (DRIR), Monaco, Holly, and Dahlia). Demolition of the remaining existing bridge structures was completed and girders were set on the interior portions of the Holly and Quebec structures.
- Continued construction of the lowered section north of 46th Avenue between Brighton and Colorado Boulevards, including excavation, drainage, cement treated soil mixing, walls, barrier, and paving.
- Continued work on Brighton Boulevard ramp tie-ins.
- Continued construction of the Concrete Box Culvert and 66" Pipe crossing the UPRR tracks south of the UPRR Bridge.
- Continued various construction work on Stapleton Drive North and South (including utilities, walls, and bridge reconstruction) requiring closures and lane restrictions.
- Continued installation of electrical, ITS, and fire suppression system under the Cover over westbound I-70.
- Continued construction of CCD/CDOT Cover Building, with placement and integration of systems equipment in the building continuing this period.
- Continued installation of the pump electrical service and supporting infrastructure at the pump station.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Began placement of the girders for spans 3 and 4 of the UPRR Bridge Phase 5.

- Continued installation of the jet fans over the future westbound I-70 lanes of the Cover.
- Continue median I-70 reconstruction work in the Center segment (Milestone 2B limits), including roadway subgrade work and slip-form barrier between Colorado Boulevard and Quebec Street.
- Continued work on Holly and Monaco Streets beneath I-70, including paving bottom lifts and opening the roadways to traffic.
- Installed generator for the Pump Station.
- Continued water quality and detention pond excavation throughout project.

March 2021

- Continued reconstruction of various bridge structures along I-70 between Brighton Boulevard and Quebec Street, with emphasis on Milestone 2B structures (I-70 bridges over Quebec, Denver Rock Island Railroad (DRIR), Monaco, Holly, and Dahlia).
- Continued construction of the lowered section north of 46th Avenue between Brighton and Colorado Boulevards, including excavation, drainage, cement treated soil mixing, walls, barrier, and paving.
- Continued construction of the Concrete Box Culvert and 66" Pipe crossing the UPRR tracks south of the UPRR Bridge.
- Continued various construction work on Stapleton Drive North and South (including utilities, walls, and bridge reconstruction) requiring closures and lane restrictions.
- Continued installation of electrical, ITS, and fire suppression system under the Cover over westbound I-70.
- Continued construction of CCD/CDOT Cover Building, with placement and integration of systems equipment in the building continuing this period.
- Continued installation of the pump electrical service and supporting infrastructure at the pump station.
- Continued construction of the Phase 5 (east side) and Phase 6 (west side) substructure portions of the UPRR Bridge.
- Completed placement of the girders for spans 3 and 4 of the UPRR Bridge Phase 5.
- Completed installation of the jet fans over the future westbound I-70 lanes of the Cover.
- Continued median I-70 reconstruction work in the Center segment (Milestone 2B limits), including roadway subgrade work and slip-form barrier between Colorado Boulevard and Quebec Street.
- Continued work on Holly and Monaco Streets beneath I-70, including paving bottom lifts and opening the roadways to traffic.
- Continued water quality and detention pond excavation throughout project.

UPCOMING MILESTONES

April 2021 through June 2021

- Finalize all bridge structures over the future WB I-70 lanes in the lowered section, including bridge finishes, staining, signage, and lighting.
- Place I-70 traffic into the lowered section from Colorado to Brighton.

- Begin working on false work/track protections over UPRR for the viaduct demolition over UPRR.
- Complete all deck pours from Colorado Boulevard to Quebec. Continue work on all bridge finishes, waterproofing, paving, and barrier.
- Activate/commission pump station including drainage system and Fixed Firefighting System (FFFS) systems in the Cover.
- Finish build-out and commissioning of the CCD/CDOT Cover building.
- Finish build-out and commissioning of the Cover over the future WB I-70 lanes.
- Finish work at Brighton Boulevard, including the tie in of the ramps. Complete removal of existing EB I-70 structure over Brighton.
- Begin demolition of existing I-70 viaduct.
- Complete the superstructure work for Phase 5 and Phase 6 of the UPRR bridge, with emphasis on the portions of the structures that cross over the future WB I-70 lanes.
- Continue construction of 46th Avenue North from Brighton to Colorado Boulevard, including completion of sidewalks and tree lawns.
- Finish intermediate lifts of Hot Mix Asphalt (HMA) paving between Brighton and Colorado Boulevards.
- Complete I-70 bridge over DRIR.
- Begin final asphalt (top lift) along East 44th and East 45th Avenues (formerly Stapleton North and South) and other CCD streets between Quebec and Colorado Boulevards.
- Begin replacing Stapleton signage throughout the project limits in accordance with Transportation Commission directive.
- Complete installation of the ITS devices east of Sand Creek and begin installing permanent fiber optic cabling from Node 1 to the Airport Road Node building.

LAWSUIT UPDATE

Lawsuit/Complaint	Status
Lawsuit filed against Environmental Protection Agency (EPA) regarding Air Quality standards	Ruling in EPA's favor
Title VI complaint filed against the Federal Highway Administration (FHWA) regarding Environmental Justice	Administrative decision in the Colorado Department of Transportation's (CDOT) favor
Drainage lawsuit against City of Denver	Ruling in City of Denver's favor
National Environmental Policy Act (NEPA) Lawsuit filed against FHWA regarding connected action	Lawsuit dismissed with prejudice
NEPA lawsuit filed against FHWA regarding environmental issues	Plaintiffs and State reached settlement agreement in December 2018. State in process of implementing settlement mitigations including funding health study, air quality monitoring, and additional landscaping.

All lawsuits associated with the Project to date have been resolved. The State (CDOT) reached a settlement agreement with the petitioners (Sierra Club, Elyria and Swansea Neighborhood

Association, Chaffee Park Neighborhood Association, and Colorado Latino Forum) in the civil action lawsuit (D. Colo. No. 17-1679) in December 2018.

As part of this settlement agreement, CDOT agreed to a variety of mitigations including funding a community health study, air quality monitoring, and landscaping. CDOT received the petitioners' proposal and identification of nonprofit organization (The Nature Conservancy) on March 29, 2019 related to the acquisition and planting of trees throughout Elyria, Swansea and Globeville. CDOT reviewed and accepted the proposal and then issued payment to The Nature Conservancy in the amount of \$25,000. The Nature Conservancy confirmed receipt on April 25, 2019. The Nature Conservancy is in the process of planting the trees within the neighborhoods and is anticipated to complete in 2021 (planting was delayed due to COVID-19).

Per the settlement agreement, an Agreement related to a proposed health study was executed between the Petitioners, CDOT, CDPHE and Denver on July 16, 2019. With the execution of the Agreement, CDOT provided \$550,000 to CDPHE for ultimate completion of the Health Study. CDPHE confirmed receipt on September 12, 2019. Independent Steering Committee Member (Melinda Laituri) was selected by the other three Steering Committee Members. Notice was provided to CDOT and the Purchase Order for \$25,000 was executed on May 7, 2020. Ms. Laituri is invoicing CDOT for payment on a quarterly basis.

The Enterprises executed change orders with KMP to add the vines to the sound walls between Brighton Boulevard and High Street and add additional trees within small remnant parcels between Brighton Boulevard and Fillmore Street. Both additions are to fulfill one of the commitments in the settlement agreement.

The overall status of all settlement agreement items will be tracked monthly by the Enterprises to conclusion.

ISSUES

The Enterprises issued the Milestone 2A and 3 completion certificates to KMP on November 9, 2020 and October 17, 2020, respectively. In support of the ongoing settlement negotiations between the Enterprises and KMP regarding the UPRR Supervening Events (SE)s (see discussion below), the Enterprises issued a Change Order to add Milestone 2A and redefine Milestones 2 and 3 in the Project Agreement. Milestone 2A consists of the construction work to allow for WB I-70 traffic to be switched to the outside new pavement from just west of Monaco Street to the WB Colorado Boulevard off-ramp and all outside bridge structures with decks poured for the Quebec, Denver Rock Island Railroad, Monaco, Holly and Dahlia bridges over I-70. Milestone 2B consists of the work previous included in Milestone 2 (completion of all construction work between Dahlia Street and Sand Creek bridge). Milestone 3 consists of the construction work to switch the UPRR tracks (Phase 4B) onto the new UPRR over I-70 bridge structure.

Milestone 1 was previously achieved by KMP on December 9, 2019. The Enterprises issued a change order to KMP to correct drainage and cross slope issues on I-70 east of I-225 and this work is nearing completion, with only final paving and striping remaining to be completed in

the coming months. KMP continues to work on remaining Milestone 1 punch list items with an anticipated completion in summer 2021.

UPRR approved the 100% UPRR bridge plans October 4, 2019 and the associated Public Utilities Commission (PUC) permit amendment was issued October 9, 2019. This allowed KMP to commence construction of the UPRR bridge. Construction of the UPRR bridge began in November 2019 and is advancing. Timely submittal of construction documents to UPRR by KMP slowed the construction, but the Phase 4 bridge structure was completed in October 2020. In addition, the UPRR approved an alternative track phasing mitigation for the bridge in July 2020 that was completed by KMP in November 2020. This mitigation moved the UPRR tracks on to the new UPRR bridge structure and removed the existing track shoeflies, improving the Project schedule by approximately 5 months. KMP is currently constructing the Phase 5 and 6 UPRR bridge structures and anticipates completing the Phase 5 structure by September 2021. KMP also continues construction on the various drainage crossings within the UPRR right of way. The Enterprises and KMP continue working with UPRR on prioritizing construction submittals, resolving noncompliant construction work, and implementing schedule mitigation strategies.

Aside from the UPRR work, there are concurrent delays on the project that are impacting the completion date, including work associated with the Cover. The Cover has been impacted by late completion of design packages as well as construction work not progressing as quickly as planned. Additionally, the Enterprises continue to raise concerns about KMP's progress on developing the testing and commissioning plans for the Cover. These plans are critical to the Project's efforts to shift traffic into the lowered section and is the current construction focus. The Enterprises and KMP continue to meet weekly with Denver Fire Department representatives to work through the various permits, submittals, and tests required to complete the Cover commissioning.

The Enterprises have received numerous Supervening Events (SEs) (see SEs 8, 10-11, 14-15, 17-18, 21-22, 24-26, 29-34, and 38) related to the UPRR bridge based on design criteria interpretation differences between KMP and UPRR, and construction coordination. The Enterprises are currently negotiating a settlement agreement with KMP to resolve these SEs along with two additional SEs related to Denver Fire Department reviews of the Cover. The settlement agreement, involving a refinance of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the project, additional financial contributions by the Enterprises, and a redefinition of Milestones 4 and 5, will be presented to the Transportation Commission and HPTE/BE Boards in April 2021 for approval. The financial close associated with the TIFIA loan refinance is expected to occur in mid-June 2021. KMP and the Enterprises agreed to suspend the dispute process related to these SEs while the settlement negotiations were on-going.

KMP has agreed to withdraw SEs 40 and 41 (related to future impacts to the Project related to the COVID pandemic) that were rejected by the Enterprises. This will occur in early April 2021.

As mentioned previously, the Enterprises and KMP executed a Change Order to add Milestone 2A and redefine Milestones 2 and 3 as part of the settlement negotiations. In October 2020, the

Enterprises conditionally accepted Revised Baseline Schedule 4 (RBS4) which incorporated mitigation strategies into the Project, including the alternative track phasing. This schedule reduced the overall project delay by 5 months. KMP’s project schedule continues to indicate that completion of Milestones 4, 5 and 6 and Substantial Completion will occur after the associated completion deadlines (overall completion approximately 5 months late). During the quarter, KMP submitted RBS5 ‘For Information Only’. The purpose of this schedule submission is to demonstrate a plan to achieve the remaining Milestones for the projects in accordance with the terms of the Settlement Agreement. The primary difference between RBS4 and RBS5 is the fragmentation of Milestones 4 and 5 into Milestones 4A, 4B, 5A, and 5B in accordance with the Settlement Agreement. The Enterprises provided review comments on RBS5 that KMP will need to address and resubmit for review/acceptance prior to finalizing the Settlement Agreement in June 2021. Resubmission of RBS5 is anticipated in May 2021.

During the month of March 2020, a global pandemic (COVID-19) was declared by the World Health Organization (WHO). Federal, State, and Local leaders have all implemented mitigation measures to reduce the spread of COVID-19. These measures have ultimately reduced physical contact and person to person interactions.

At the project level, additional safety precautions such as face masks and social distancing continue to be implemented to ensure the safety of all workers. KMP has updated the Safety Management Plan for the project to address the revised safety protocols. Construction is considered an essential function and has continued under these conditions. The Project was able to take advantage of the lowered traffic volumes associated with the pandemic by accommodating additional day time lane closures during Spring 2020, which resulted in an acceleration of the construction. This issue continues to be monitored by the Enterprises, but has not impacted the schedule at this time. As mentioned earlier, KMP did submit SEs 40 and 41 related to COVID impacts, but has not identified any specific impacts due to the pandemic. As of this Quarter, the impacts of COVID-19 are decreasing in the community. Vaccinations are readily available, and all members of the project are encouraged to get vaccinated. The Enterprises and KMP plan to move back to more normal operations by the 3rd Quarter of the year. This issue continues to be monitored by the Enterprises, but has not impacted the schedule at this time.

Supervening events are summarized in the table below (shading indicates the SE is closed).

SEN #	Description	Date Received from KMP	Type of SEN	Status
1	UPRR Agreement Delay, Request for Extension to Detailed Supervening Event Submission	04/25/2018	Comp Event	Resolved with 2 nd Amendment to the Project Agreement
2	UPRR Phase 0 Work Delay	03/23/2018	Comp Event	Resolved with 2 nd Amendment to the Project Agreement
3	UPRR Work Performance Schedule	03/23/2018	Delay Relief Event	Withdrawn by KMP

SEN #	Description	Date Received from KMP	Type of SEN	Status
4	Section 232 Steel and Aluminum Tariffs	08/13/2018	Relief Event	Resolved with 2 nd Amendment to the Project Agreement
5	Swansea Asbestos Containing Material	07/07/2018	Comp Event	Change Order was executed on 09/03/2019
6	AP-83 Asbestos Containing Material	10/10/2018	Comp Event	Withdrawn by KMP
7	Sand Creek Bridge	11/20/2018	Comp Event	Change Order was executed on 05/06/2020.
8	UPRR Crossing Diaphragm Spacing	12/17/2018	Delay Relief Event	On Hold. Included in current settlement negotiations
9	Structure E-17-FX Viaduct	12/17/2018	Comp Event	Withdrawn by KMP
10	UPRR Transverse Plate Welding	02/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
11	UPRR Underside Plate Welding	02/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
12	UPRR Drip Plates	02/22/2019	Comp and Relief Event	Withdrawn by KMP
13	UPRR Bearings	02/22/2019	Comp and Relief Event	Withdrawn by KMP
14	UPRR Impact Loading	02/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
15	UPRR Rebar Detailing	02/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
16	Severe Weather Event - Bomb Cyclone	03/27/2019	Relief Event	Withdrawn by KMP
17	UPRR Shoring	03/28/2019	Comp Event	On Hold. Included in current settlement negotiations
18	UPRR Shoring unexcused RR delay	03/28/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
19	AP-102 Hazardous Material	03/27/2019	Comp Event	Withdrawn by KMP
20	Reserved			Not submitted to Enterprises
21	UPRR Steel Notes	05/02/2019	Comp Event	On Hold. Included in current settlement negotiations
22	UPRR Steel Notes Relief	05/02/2019	Delay Relief Event	On Hold. Included in current settlement negotiations
23	Recognized Hazardous Material (RHM) 46 th and Steele Southwest Gore Asbestos	05/29/2019	Comp Event	Waiting on detailed SE submission by KMP
24	UPRR Crossing Diaphragm Spacing	06/14/2019	Comp Event	On Hold. Included in current settlement negotiations. Related to SE Event 8.

SEN #	Description	Date Received from KMP	Type of SEN	Status
25	UPRR Transverse Plate Welding	06/19/2019	Comp Event	On Hold. Included in current settlement negotiations Related to SE Event 10.
26	UPRR Underside Plate Welding	06/28/2019	Comp Event	On Hold. Included in current settlement negotiations. Related to SE 11.
27	Reserved			Not submitted to Enterprises
28	Reserved			Not submitted to Enterprises
29	UPRR Impact Loading	06/28/2019	Comp Event	On Hold. Included in current settlement negotiations. Related to SE 14.
30	UPRR Rebar Detailing	06/28/2019	Comp Event	On Hold. Included in current settlement negotiations. Related to SE 15.
31	UPRR Drainage Review	08/22/2019	Comp Event	On Hold. Included in current settlement negotiations.
32	UPRR Drainage Review	08/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations. Related to SE 31.
33	UPRR Unreasonableness	08/22/2019	Comp Event	On Hold. Included in current settlement negotiations
34	UPRR Unreasonableness	08/22/2019	Delay Relief Event	On Hold. Included in current settlement negotiations. Related to SE 33.
35	Fire Department Review	12/26/2019	Delay Relief Event	On Hold. Included in current settlement negotiations.
36	Fire Department Review	12/26/2019	Relief Event	On Hold. Included in current settlement negotiations. Related to SE 35.
37	Discovery of Recognized Hazardous Material – Dahlia & Stapleton ACM	01/31/2020	Comp Event	Withdrawn by KMP
38	Enterprises’ Failure to Grant and Extension of Time	04/14/2020	Comp Event	On Hold. Included in current settlement negotiations.
39	Swansea School Asbestos Containing Material – Phase 2	05/04/2020	Comp Event	Waiting on detailed SE submission by KMP
40	Shutdowns, Suspensions, Disruptions and Other Impacts Related to COVID-19	05/21/2020	Comp Event	Rejected by Enterprises
41	Shutdowns, Suspensions, Disruptions and Other Impacts Related to COVID-19	05/21/2020	Force Majeure, Delay and Relief Events,	Rejected by Enterprises. Related to SE 40.

SEN #	Description	Date Received from KMP	Type of SEN	Status
42	Discovery of Recognized Hazardous Material – 46 th & Jackson RHM	06/15/2020	Comp Event	Waiting on detailed SE submission by KMP
43	Discovery of Recognized Hazardous Material – 46 th & Pilot ACM	07/30/2020	Comp Event	Waiting on detailed SE submission by KMP

SCHEDULE STATUS

KMP reported that the Project is 71.8% complete through March 2021. Design is 100% complete and construction is 68.8%.

The existing project schedule is based on the RBS4. RBS4 was conditionally accepted in October 2020 and shows a five (5) month delay to the completion of the project.

RBS4 includes the UPRR alternative track phasing plan, numerous refinements to the Cover Systems commissioning activities, additional refinement to the viaduct demo, and resequencing and rephasing of the work within the Milestone 2A/2B limits. Incorporating the UPRR alternative phasing and other schedule changes results in a Substantial Completion date of February 16, 2023 versus the Contract completion of September 21, 2022.

During the quarter, KMP continued to work toward completion of Milestone 2B, which reflects the remaining work between Dahlia Street and Sand Creek Bridge (consistent with the original Milestone 2 definition). The project is currently expected to complete the Milestone 2B work by the deadline date of September 29, 2021.

Milestones 4, 5, 6, and Substantial Completion are all linked and make up the remainder of the critical path. Delay associated with this work was tied to approval of the UPRR 100% bridge design by UPRR, as well as progress of the Cover construction. The UPRR bridge design was approved October 4, 2019, which was much later than what was planned by KMP in previous baseline schedules. KMP believes this delay is compensable and the basis of this position is detailed in the outstanding Supervening Events associated with UPRR. See discussion above for more information on these SEs. The current critical path includes the installation of the fire-life-safety elements for the Cover and the integrated systems testing. The integrated systems testing will cumulate with demonstration that these systems operate as planned for the Denver Fire Department, who is responsible for granting an occupancy permit that allows I-70 traffic to be moved to the lowered section. Although not an official Completion Milestone, I-70 traffic is planned to be switched underneath the WB I-70 portion of the Cover on or before June 14, 2021.

The table below provides a summary of the current status of the project Completion Milestones.

Event	Baseline Date	Forecast Date	Status
Commercial Close	11/21/2017	NA	Completed - 11/21/2017
Financial Close	12/21/2017	NA	Completed - 12/21/2017
NTP1	02/09/2018	NA	Completed - 02/09/2018
NTP2	06/01/2018	NA	Completed - 07/10/2018
NTP3 (Snow and Ice Control Services)	07/01/2018	NA	Completed - 07/18/2018
Payment Milestone 1 (Sand Creek Bridge to Chambers Road)	12/09/2019	NA	Completed 12/09/2019
Milestone 2A* (WB I-70 between Monaco and Colorado; outside bridge decks complete)	11/10/2020	N/A	Completed 11/05/2020
Milestone 2B* (Sta 2091+00 (Dahlia Street) to Sand Creek Bridge)	09/29/2021	09/20/2021	0 days
Payment Milestone 3* (UPRR Phase 4B, switch SY-112 to new bridge)	10/17/2020	N/A	Completed 10/17/2020
Payment Milestone 4 (Westbound I-70 between Brighton Boulevard to Dahlia Street & Removal of Viaduct)	09/26/2021	12/20/2021	-85 days
Payment Milestone 5 (Eastbound I-70 between Brighton Boulevard to Dahlia Street, UPRR Phase 6)	03/25/2022	10/28/2022	-217 days
Payment Milestone 6 (SMA paving & Cover top)	08/20/2022	11/23/2022	-95 days
Commence Intelligent Transportation System(s) (ITS)/Tolling Testing/Integration	09/22/2022	02/15/2023	-148 days
Substantial Completion	09/21/2022	02/16/2023	-149 days
Final Acceptance	12/20/2022	05/16/2023	-147 days
Design/Build Phase Close-out**	06/2023	11/2024	-149 days
*Modified as part of CO-090.			
** Completion of Final project documentation.			

BUDGET STATUS

The project budget reflects the 2021 Annual Update to the Financial Plan that was approved by FHWA in March 2021.

Enterprises Costs Estimate	Amount
Environmental Phase	\$40.7M
Procurement Phase	\$81.9M
Delivery Phase	\$61.2M
Miscellaneous Enterprise Reserve*	\$9.1M
ROW Phase	\$117.0M
Utility Phase	\$34.8M
Enterprises Construction Contingency	\$45.9M
Enterprises Construction Total	\$381.5M

*Included in Delivery Phase Amount

Included in the funds listed in the above table, the Enterprises have established an Enterprises Construction Contingency (funded by the Department and Colorado Bridge Enterprise) to cover additional costs due to Supervening Events and Change Orders during the construction phase of the Project. Per the Project Agreement, the Enterprises have the option of paying KMP for changes via a lump sum payment or by adjusting the annual availability payment. The current balance of this contingency fund is provided in the table below.

Contingency	Amount (in millions)
Enterprises Change Order/Supervening Event Initial Contingency	\$45.9M
Executed Change Orders – Previous	\$24.6M
Executed Change Orders – Current Quarter	\$0.2M
Settlement Agreement	\$7.6M
Remaining Enterprises Change Order/Supervening Event Contingency Balance	\$13.5M

CONTRACT CHANGE NOTICES

As of March 31, 2021, the Enterprises have executed (95) Change Orders, issued (60) Enterprise Change Notices, received (34) KMP Change Notices, issued (26) Directive Letters, received (40) Supervening Event Notices, received (38) Preliminary Supervening Event Submissions, and received (23) Detailed Supervening Event Submissions. The change orders executed to date have had a net cost of \$24.8 million to the Project.

No claims have been filed by KMP against the Project. However, the Enterprises and KMP began the process for the DRP to review the SEs related to the UPRR. As mentioned earlier, this process has been suspended while the settlement negotiations are ongoing, which would eliminate the need for the DRP hearings. The Enterprises anticipate that these settlement negotiations will be finalized in June 2021, with KMP's financial close on a refinanced TIFIA loan for the project.

QUALITY

KMP is responsible for implementation and maintenance of an effective quality program to manage, control, document and ensure KMP compliance with all obligations and requirements in the Central 70 Project Agreement. The Enterprises implement the quality oversight program to monitor KMP's quality program, but are not responsible for implementation of KMP's quality program. However, the Enterprises retain the responsibility for acceptance of the work based on the assessment and test results of the quality oversight program summarized below.

Owner Verification Testing: Other than as detailed in the Enterprises' Quarterly Quality Report to the Federal Highway Administration (FHWA), the Enterprises' Owner Verification Testing (OVT) program has statistically verified and validated that all materials placed by KMP are in full conformance with Project Agreement requirements.

Independent Assurance Testing (IAT): The Enterprises' IAT program tests each OVT and Independent Quality Control (IQC) tester for each test procedure at least once per year. The Enterprises have determined that all Owner Verification and KMP IQC testers are qualified to test on the Project through March 2021.

Construction Verification Inspections (CVI): The Enterprises' CVIs evaluate KMP compliance with Project Agreement (PA) requirements by assessing a risk-based percentage of their Construction Work. All non-conforming work identified by the Enterprise is resolved through KMP's nonconformance report closure process. From January 2021 through March 2021, the Enterprises' conducted 219 CVIs, yielding a 98 percent overall conformance percentage. For the entire project through March 2021, the Enterprises' have conducted 1,989 CVIs, yielding a 94 percent overall conformance percentage. KMP continues to perform well for permanent construction work such as Electrical/ITS, Structures, Walls, Roadway, Earthwork, Cover, and Utilities. KMP has substantially improved their implementation of temporary work, as the Department has seen a notable reduction in Nonconformance Notices issued over the past year. All nonconforming construction work identified by either KMP or the Enterprises' has been properly addressed through the Nonconformance Reports (NCR) process. Therefore, there are not any notable and/or unresolved construction product issues to report this quarter.

Project Management Process Audits: The Enterprises' Project Management Process Audits evaluate KMP compliance with the PA and processes prescribed in KMP's approved Management Plans. From January 2021 through March 2021, the Enterprises' conducted 27 process audits, yielding a 97 percent overall conformance percentage (excluding civil rights audits). For the entire Project through March 2021, the Enterprises' conducted 579 process audits, yielding a 90 percent overall conformance percentage (excluding civil rights audit). Notable and outstanding process quality issues for this reporting period are presented below.

Element	Process	Issue	Status
Construction Quality Management	Protection of Finished Work - Girder Damage Incidents	KMP issued this Corrective Action to prevent recurrence of construction crews damaging newly constructed bridge girders with heavy equipment.	The Enterprises' Approved the corrective action plan on 01/21/2021. There have not been any repeat girder strikes since January 2021. The Enterprises' expects that KMP will close this Corrective Action in the spring of 2021. OPEN
Construction Quality Management	Training - Horizontal and Vertical Installation	This Corrective Action is the second iteration of CAR 016 – Horizontal and Vertical issues. The same issues from the first iteration of the CAR have been repeating on the project (i.e. high number of Nonconformance Reports for work elements placed out of horizontal or vertical alignment).	The Enterprises' Approved the corrective action plan on 03/19/2021. KMP must implement training to numerous crews on the Project. The Enterprises' expects that KMP will finish implementation of training and close this Corrective Action in the summer of 2021 OPEN
Construction Quality Management	Material Testing Frequency - 10K Asphalt Sampling	KMP issued this Corrective Action after the IQC team realized that they were not meeting the Materials Testing and Inspection Plan (MTIP) line item regarding 10,000-ton asphalt samples. KMP missed approximately fourteen samples. The corrective plan lays out the plan for accepting the quantities represented by the missed samples and ensuring that KMP takes all future samples.	The Enterprises' Approved the corrective action plan on 03/19/2021. KMP must correct course on the next 30,000 tons of Asphalt placed to close this corrective action. The Enterprises' expects that KMP will finish implementation and close this Corrective Action in the spring of 2021. OPEN

Design Verification Reviews (DVR): The Enterprises' DVRs evaluate KMP compliance with PA requirements by assessing KMP's design plans and other deliverables. From January 2021 through March 2021, the Enterprises' conducted 46 DVRs yielding a 95 percent overall conformance percentage. For the entire Project, the Enterprises conducted 1,149 reviews, yielding an 85 percent overall conformance percentage. All noncompliant design identified by the Enterprises is resolved prior to KMP releasing the plans for construction. Additionally, KMP and the Enterprises issue NCRs for design issues that are identified during performance of construction work. The nonconforming design is then resolved prior to construction acceptance. Since there has not been any known noncompliant design incorporated into the permanent work, there are not any notable design issues identified by the Enterprises and/or KMP for this reporting period.

MAINTENANCE/TRAFFIC ISSUES

The focus of routine maintenance work for this reporting period included snow removal, litter removal, sweeping, guardrail repair, graffiti removal and resolution of any safety critical or hazardous defects which occurred during the reporting period.

The construction assessment team has been performing weekly assessments of the Maintenance of Traffic (MOT)/Method(s) of Handling Traffic (MHT) setups. Any issues are being communicated with and addressed by KMP.

Due to the COVID-19 outbreak, KMP's Operations and Maintenance (O&M) staff has implemented several changes in accordance with CDC guidelines to ensure the continued and sustained execution of essential services (summarized below).

- Safety Patrol Operators are most at-risk because they are in direct contact with the traveling public daily. Their risk to exposure is reduced while still providing contract services by implementing social distancing. For example, Operators instruct motorists in need of a tire change to remove the tire from their vehicle and then return to their vehicle so that the Operator can change the tire without being in direct contact with the motorist. This also minimizes the need for the Operator to touch the trunk of the motorist's car or other potentially contaminated touch points. Communication over the Safety Patrol's PA speaker is another means of communicating without being in immediate proximity to the motorist.
- The maintenance crews typically do not work with other parties during the execution of their assigned tasks. Therefore, maintenance crews are at less risk to exposure than their Safety Patrol counterparts. CDC guidelines are being followed, where applicable.
- Supervisors encourage frequent hand washing and enforce disinfecting of shared equipment at every shift change. Employees have their temperature taken at shift start and are sent home if they have a fever.

SAFETY ISSUES

KMP did not have any recordable events for the quarter, keeping the total at 11 for the project. "Play of the Day" meetings are still held daily. KMP performs after-incident investigations and discusses root cause and preventative measures for each incident. KMP continues to perform "Safety Adventures" where a discipline goes and audits an operation daily and discusses their findings during the "Play of the Day" meeting. These include best practices, lessons learned and issues that were found.

Safety Patrol responded to 1,019 events during this reporting period. This total includes 112 crash/incidents.

CIVIL RIGHTS STATUS

Small Business Disadvantaged Business Enterprise (DBE)/ Emerging Small Business (ESB) Goals

Design Status through the 1st Quarter 2021: KMP's DBE goal for the design is 11.6% (\$7.03 million). KMP has commitments to DBE design firms of 12.31% (\$7.4 million) and payments to DBE design firms of 11.17% (\$6.7 million); the commitment amount exceeds the KMP DBE goal for the design period. KMP's ESB goal for the design period is 3.0% (\$1.8 million). KMP has commitments to ESB design firms of 8.89% (\$5.3 million) and payments to DBE design firms of 8.51% (\$5.1 million); the commitments and payments exceed the ESB goal for design for the Project.

Construction Status through the 1st Quarter 2021: KMP's DBE goal for the construction is 12.5% (\$92.9 million). KMP has commitments to DBE construction firms of 15.95% (\$118.6 million) and payments of 12.72% (\$94.6 million); this exceeds the KMP DBE goal for the construction period. KMP's ESB goal for the construction period is 3.0% (\$22.3 million). KMP has commitments to ESB construction firms of 9.28% (\$69.0 million) and payments of 6.3% (\$46.8 million); this exceeds KMP's ESB goal for construction for the Project.

Workforce Development Program and Goals

The WORKNOW program combines construction workforce training and supportive service programs into one coordinated program. Total enrollment reached 2,207 members to date, with 195 enrolled this quarter. The Central 70 Project is a founding partner of WORKNOW. For further information on the WORKNOW Program please go to: <https://worknow.org/accomplishments-to-date/>

During the COVID-19 crisis, coordination with WORKNOW regarding virtual outreach increased. WORKNOW continued providing services to both employed and laid off construction workers, while enacting proper health mitigation measures. In partnership with WORKNOW, the Central 70 team developed a workforce presentation that has been shared during virtual Community Office Hours and other virtual hiring events

KMP and its subcontractors have enrolled local hires for both professional services and construction. They have enrolled 682 local hires to date. This quarter, KMP met the Local Hire Goal by recording 784,052 Local Hire hours with more than 50% of those hours completed by New Hires. KMP is now tracking additional New Hire hours to achieve the additional New Hire financial incentive.

KMP has enrolled 236 On-the-Job Training (OJT) participants since inception. To date, 252,800 OJT hours have been reported. Based on hours reported, the OJT Goal of 200,000 hours has been met.

MITIGATION/COMMUNITY COMMITMENTS STATUS

As of the date of this report, all the identified Record of Decision (ROD) mitigation measures are either in progress or completed.

The ROD included 146 mitigation commitments to be completed as part of the project. The mitigation commitments are being completed in conjunction with the construction work and are being tracked by the Enterprises and KMP in the Monthly Environmental Status Report (ESR).

This Project is unique in that the core feature of the project—lowering the highway and constructing a cover/park that will link the two sides of the community back together—was developed to address Environmental Justice (EJ) concerns that arose from original highway construction back in the 1960s. In addition to the cover and park, the Central 70 Project includes other unique EJ mitigations such as the recognition of the importance of the Swansea Elementary School as a community center. These mitigations include two new early childhood education classrooms, a new heating and air conditioning (HVAC) system, new exterior windows and doors, a relocated and renovated main entrance and administration offices, and a new playground at the Swansea Elementary School. The table below provides the status of the EJ mitigations.

Mitigation	Status	Notes
Targeted assistance to crucial businesses to remain in the neighborhood.	Complete	Assistance was provided to all businesses that were displaced by the project per the Uniform Act. All impacted businesses have been completed and reestablished in their new location per the Uniform Act. KMP will continue the Community Outreach for businesses within the project area.
Provide funding to assist displacees with financial counseling and procurement of financing.	Complete	Funding has been provided through Community Resources and Housing Development Corporation (CRHDC)
Provide before, during, and after environmental sampling to assure the project has not caused re-contamination of residential properties.	Complete	Pre-construction soil sampling on seven residential properties was completed in June 2018. During construction soil sampling on seven residential properties was completed in August 2020.
Mitigate noise and dust impacts by providing residents living adjacent to the project new storm windows, furnace filters, and air conditioning units.	Complete	Assessments and installations of improvements were completed on 03/14/2019. Ongoing warranty work and energy credits will continue through the Construction Period.

Mitigation	Status	Notes
Fresh Food Access – Provide \$100,000 to Denver Office of Economic Developments Globeville Elyria-Swansea (GES) Healthy Food Challenge.	Complete	The Enterprises transferred funds to the City and County of Denver in early November 2018; an initial report was received by the Enterprises in July 2019.
Provide \$2M in funding to support affordable housing in Elyria and Swansea neighborhoods.	Complete	The Enterprises transferred funds to Brothers Redevelopment in late November 2018; quarterly reports began in 2019.
Monetary Incentive for Managed Lanes	Deferred	Deferred until the new managed lanes are operational.
Swansea Elementary Phase 1	Complete	Retrofit school building with new classrooms, windows, doors, and HVAC system
Swansea Elementary Phase 2	Complete	Modify outdoor areas around school to provide playground, parking, and access roads during construction period.
Swansea Elementary Phase 3	Complete	Construct temporary outdoor features including playground, parking, and access roads.
Swansea Elementary Phase 4	Design Complete	To be constructed by KMP along with the Cover. Anticipated to complete in 2022.

COMMUNITY ENGAGEMENT

The Enterprises, supported by KMP, is responsible for communicating with citizens, the media, public officials, and other stakeholders regarding the Project. Public information efforts continue to take a two-pronged approach by focusing outreach on commuters and residents through various social media outlets, ongoing presentations and check-in calls. Due to COVID-19, the Public Information (PI) team transitioned to virtual outreach for commuters and residents. In addition, the PI team has continued using various outreach tools to alert the public about upcoming traffic and construction impacts.

The PI team is also preparing for major milestones in 2021. The traffic switch from the existing I-70 viaduct into the new lowered section has been branded as the “Mile High Shift”, and the viaduct demolition efforts named “Bye-a-Duct”. Planning the communication around these two milestones has been the main focus of this first quarter. The planning of a large public event, *“More Than an Interstate: Inside Colorado’s Largest Transportation Project”*, a museum-like exhibit that celebrates Central 70, has also been a major effort. Central 70 continues to plan virtual and in-person outreach with respect to current state and local COVID-19 guidelines