UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, D.C. 20590

FULL FUNDING GRANT AGREEMENT

REGIONAL TRANSPORTATION DISTRICT, DENVER

WEST CORRIDOR LIGHT RAIL PROJECT

CO-03-0197-01
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On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Full Funding Grant Agreement, the Government (FTA) has Awarded Federal assistance in support of the Project described below. Upon Execution of this Full Funding Grant Agreement by the Grantee named below, the Grantee affirms this Award by the Government (FTA Award), and enters into this Full Funding Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Full Funding Grant Agreement:


(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA; and

(3) Any Award notification containing special conditions or requirements, if issued.

FTA AWARD

The Government (FTA) hereby awards a Full Funding Grant as follows:

Project Number(s): CO-03-0197-01

Grantee: Regional Transportation District, Denver Metropolitan Area, Colorado

Citation of Statutes Authorizing the Project: 49 U.S.C. §§ 5309(b), 5309(d)

Estimated Net Project Cost: $709,830,000

Amount of This FTA Award: $74,200,000

Maximum Federal New Starts Financial Contribution: $308,680,000

Maximum Percentages of FTA Participation: 44.8 percent

Maximum Percentages of New Starts Participation: 43.5 percent
Dates of U.S. Department of Labor Certifications of Transit Employee Protective Arrangements:

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Revenue Operations Date: May 31, 2013

Project Description:

The West Corridor Light Rail project is a 12.17-mile light rail line, with 12 station stops, an opening day fleet of 32 light rail vehicles, and renovation of the existing RTD Elati facility for storage of these vehicles. The Project will operate in semi-exclusive right-of-way in or along the streets of downtown Denver, Lakewood and Jefferson County. The alignment is double tracked from the Auraria Station to the Federal Center Station. The Associated Railroad right-of-way extends from west of the South Platte River to the Remington Arms Spur, which runs into the Federal Center. The alignment is single-tracked from the west end of the Federal Center Station to the end-of-line at Jefferson County Station. Park-and-ride facilities will be provided at six stations. The Project is intended to provide improved mobility for transit dependent populations, suburban choice riders and achieve local land use goals. For a more detailed description, see Attachments 1 and 2.
FULL FUNDING GRANT AGREEMENT TERMS AND CONDITIONS

THIS FEDERAL TRANSIT ADMINISTRATION FULL FUNDING GRANT AGREEMENT (Agreement) is entered into by the Regional Transportation District, Denver Metropolitan Area, Colorado (Grantee) and the United States of America, acting through the United States Department of Transportation, Federal Transit Administration (FTA or Government).

WHEREAS, the Grantee has determined through its local planning process that construction and/or acquisition of the West Corridor Light Rail Project (hereafter, the “Project”) will effectively and efficiently serve the transportation needs of the Denver Metro Region.

WHEREAS, the Grantee has developed a Financial Plan, as herein defined, using a combination of local, state, and Federal funds to finance the costs of the Project and, in accordance with its plan, has requested a Grant, as herein defined, of Federal financial assistance in the Project.

WHEREAS, the Government has previously provided $4,900,500 in capital New Starts funds.

WHEREAS, the Government has determined to enter into this Agreement and to support final design and construction of the Project up to a Maximum Federal New Starts Financial Contribution of $308,680,000 in capital New Starts funds, subject to all the terms and conditions set forth in this Agreement.

WHEREAS, the Grantee has submitted its request for Federal assistance (the Application) and the Government has received and is relying upon the Grantee’s assurances, certifications, and all other documents required as conditions precedent to a Grant of assistance by the Government for the Project; and, in its submissions, the Grantee has demonstrated justification for the Project, has demonstrated its financial, organizational, legal and technical capacity as is necessary to Complete the Project within the maximum amount of Federal assistance set forth in this Agreement, and has demonstrated the capability to secure non-Federal funds as may be necessary for such completion.

WHEREAS, the Government has determined that the Project is based on the results of an alternatives analysis and preliminary engineering; is justified based on a comprehensive review of its mobility improvements, environmental benefits, cost effectiveness, and operating efficiencies; and is supported by an acceptable degree of local financial commitment, including evidence of stable and dependable financing sources to construct, maintain, and operate the Project.
WHEREAS, the Government and the Grantee have agreed that their respective duties and responsibilities as related to the completion of the Project shall be determined by and under the terms and conditions of this Agreement and have agreed that this Agreement shall be recognized as the sole understanding between the Government and the Grantee in consideration of the mutual promises as set forth in this Agreement.

THEREFORE, in consideration of the above and the parties' mutual promises as set forth in this Federal Transit Administration Full Funding Grant Agreement, the Grantee and the Government agree to the specific terms, conditions, and provisions set forth in this entire Agreement including, in particular, the specific terms of the following Sections and Attachments:

SECTION 1. DEFINITIONS

"Agreement" means this Federal Transit Administration Full Funding Grant Agreement (FFGA) and consists of all parts and documents listed in Section 20 of this Agreement, "Contents of Agreement," and will include all future addenda, substitutions, modifications and amendments as and when legally executed and effective. (This definition incorporates by reference and supplements with specific attachments the definition of "Grant Agreement" set forth in Section 1.j of the Federal Transit Administration Master Agreement (Master Agreement), incorporated by reference and made part of this Agreement.)

"Application" means those documents and written submissions filed by or on behalf of the Grantee pursuant to its request for Federal financial assistance for support of the Project and relied upon by the Government as satisfaction of the legal and policy requirements of Grant award. The Application includes all explanatory, supporting, or supplementary documents related to the Project that the Government relied upon in its determination to obligate and award Federal funds for the Project. (This definition is intended to supplement the definition "Application" set forth in Section 1.a of the Master Agreement, incorporated by reference and made part of this Agreement.)

"Baseline Cost Estimate" means the Application document described in Section 13 of this Agreement and set forth in Attachment 3. The requirements of the Baseline Cost Estimate are set forth in FTA Circular 5200.1A, "Full Funding Grant Agreements Guidance," as may be revised from time to time. The Baseline Cost Estimate reflects the total anticipated cost of the Project as of the Date of this Agreement.

"Complete the Project" means to accomplish all of the scope and activities of the Project as described in Attachment 1, "Scope of the Project," and Attachment 2, "Project Description."

"Date of this Agreement" means the date the Government awards this Full Funding Grant Agreement.

"Estimated Net Project Cost" means the amount that is calculated by subtracting the cost that can reasonably be financed from the Grantee's revenue from the total anticipated cost of the Project as reflected in the "Baseline Cost Estimate," Attachment 3 to this Agreement. The Estimated Net Project Cost is set forth in Section 7 of this Agreement.
"Financial Plan" means the plan accepted by the Government as part of the Application process describing the Grantee's financial condition and capability to complete the Project and to maintain and operate the Project together with its existing transit system. It includes all explanatory, supporting and supplementary documents, commitments, and agreements accepted or approved by the Government.

"Government" means the United States of America, acting through the Federal Transit Administration of the United States Department of Transportation.

"Grantee" means the Regional Transportation District, Denver Metropolitan Area, Colorado, also referred to as "RTD."

"Grant(s)" means, in singular and plural forms, the obligation and award of Federal financial assistance by the Government pursuant to the laws codified at 49 U.S.C. Chapter 53.

"Local Share" means that portion of the Grantee's local financial commitment that is the Grantee's legally required share of the Net Project Cost.

"Master Agreement" means the standard terms and conditions applicable to recipients of Federal financial assistance from the Government. It is updated and published annually. It is incorporated by reference and made part of this Agreement and identified in Federal Fiscal Year 2009 by FTA Form MA(15) (October 1, 2008).

"Maximum Federal New Starts Financial Contribution" means the limit of Federal capital New Starts financial participation in the Project. (The amount of the "Maximum Federal New Starts Financial Contribution" is set forth in Section 8 of this Agreement, "Limitations of the Federal Funding Commitment," and is only a portion of the total Federal financial contribution for the Project.)

"Maximum FTA Amount Awarded" means the total amount of Federal funds from all sources administered by FTA and awarded for the Project, regardless of source, and available to the Grantee. (This amount is set forth in the first page of this Agreement.)

"Net Project Cost" means the cost of the Project that cannot reasonably be financed from the Grantee's revenues.

"Project" means the transit/transportation improvements the Grantee has promised to implement as a condition of its Full Funding Grant. A description of the Project is set forth in Attachment 1, "Scope of the Project." Activities to carry out the project scope are set forth in Attachment 2, "Project Description."

"Project Costs" means all costs eligible for Federal financial participation under the terms of this Agreement and consistent with the cost principles set forth in Section 9 of the Master Agreement, "Payments."
“Recovery Plan” means a plan developed by the Grantee, and accepted by the Government, whereby the Grantee will take every reasonable measure to minimize any delay in achieving the baseline schedule set forth in Attachment 4 to this Agreement (the Baseline Schedule) and eliminate or otherwise mitigate [recover] any increase in the total project costs as currently estimated, as compared to the total project cost identified in Attachment 3 to this Agreement (the Baseline Cost Estimate).

“Revenue Operations Date” means the date certain upon which the Grantee shall commence revenue operations of the Project as defined in Section 5 of this Agreement.

SECTION 2. PURPOSES OF AGREEMENT

Pursuant to 49 U.S.C. § 5309, the purposes of this Agreement are to:

(a) provide Federal financial assistance to the Grantee in the form of this Full Funding Grant and possible future awards of financial assistance as contemplated under this Agreement, not to exceed the Maximum Federal New Starts Financial Contribution for the Project, as is and may be awarded under this Agreement and the laws codified at 49 U.S.C. Chapter 53 for purposes that are consistent with those statutes, implementing regulations, and other applicable laws and regulations;

(b) describe the Project and set forth the mutual understandings, terms, conditions, rights and obligations of the parties related to implementing the Project, the future management and operation of the Project, and the manner in which Project real property and equipment will be used;

(c) establish the Maximum Federal New Starts Financial Contribution for the Project, and the manner in which all future Federal funds for the Project, if any, will be awarded and released to the Grantee;

(d) establish the Grantee's financial commitment to the Project including its obligation to fund the Local Share, its obligation to Complete the Project with a specified amount of Federal assistance, its obligation to achieve revenue operation of the Project by a specified date, its obligation to pay all costs necessary to Complete the Project that are in excess of the Estimated Net Project Cost, and its obligation to finance the future maintenance and operational costs of the Project; and

(e) facilitate timely and efficient management of the Project.

SECTION 3. PREVIOUS FEDERAL DOCUMENTS AND GRANTS

(a) The Government’s laws, policies and procedures require the completion of a project development process and environmental review prior to the Award and Execution of this Agreement. Prior Grants of Federal assistance awarded by the Government for this project development process are described in Attachment 5 to this Agreement. These Grants (and any other documents that are described in Attachment 5, including Letters of No Prejudice) are incorporated by reference and made part of this Agreement, except for the terms and
conditions thereof specifically superseded by this Agreement. Further, in executing this Agreement, the Grantee assures that the certifications and assurances (made by the Grantee or on behalf of the Grantee or by a third party) upon which the Government relied in these prior actions were made to the Government in good faith and to the best of the Grantee’s knowledge and belief, and that the Grantee has no present knowledge of facts or circumstances substantially affecting the continued validity of these certifications and assurances that the Grantee has not formally conveyed to the Government prior to the Government’s Award of funding set forth in this Agreement.

(b) This Agreement does not discharge or rescind any of the terms, conditions, or obligations established under the documents set forth in Attachment 5 unless specifically stated otherwise herein. Further, the terms, conditions and obligations of this Agreement take precedence over the provisions of all prior agreements related to the Project between the Grantee and the Government and will be controlling for all actions related to the Project taken after the Date of this Agreement, unless specifically stated otherwise herein.

(c) No amendments will be sought or approved to increase the amount of funds in the prior Grants listed in Attachment 5 beyond the amounts described in this Agreement as available to the Project.

SECTION 4. OBLIGATION TO COMPLETE THE PROJECT

(a) The Government has no obligation to provide any financial assistance for the Project beyond the Maximum Federal New Starts Financial Contribution. If the total Federal funding provided under Section 8 of this Agreement, “Limitations of Federal Funding Commitment,” is insufficient to undertake revenue operation of the Project and the subsequent activities necessary to Complete the Project, the Grantee agrees to Complete the Project and accepts sole responsibility for the payment of any additional costs (overruns).

(b) If at any time during its efforts to Complete the Project the Grantee determines that the total project cost will exceed the Baseline Cost Estimate, the Grantee must immediately notify the Government of the amount of the difference and the reasons for the difference. Further, the Grantee must provide the Government with a Recovery Plan that demonstrates the Grantee is taking and will take every reasonable measure to eliminate [recover] the difference between the total project cost and the Baseline Cost Estimate. Insofar as any difference between the total project cost and the Baseline Cost Estimate cannot be eliminated [recovered], the Grantee must secure and provide such additional resources as are necessary to meet the additional costs and expeditiously complete the Project without further financial assistance from the Federal capital new starts program. Further, in its Recovery Plan, the Grantee must identify the sources of funds it will draw upon to meet the additional costs and cover the difference between the total project cost and the Baseline Cost Estimate.

SECTION 5. REVENUE OPERATIONS DATE

(a) The Grantee agrees and promises to achieve revenue operations of the Project on or before May 31, 2013, the Revenue Operations Date, in accordance with the terms and conditions of this Agreement.
(b) The Revenue Operations Date is a significant term of this Agreement. The Grantee's failure to achieve the operational functions of the Project on or before the Revenue Operations Date will constitute a breach of this Agreement. Upon the Grantee's request, the Government may determine at its sole discretion to waive a breach or an anticipatory breach of this Agreement and to extend the Revenue Operations Date if there is an unavoidable delay in achieving the operational goals of the Project resulting from an event or circumstance beyond the control of the Grantee, or if the Government determines that allowing the delay is in the best interest of the Government and the success of the Project. Requests by the Grantee for waiver of a breach or anticipatory breach of this Agreement and extension of the Revenue Operations Date for the reasons set forth herein shall be submitted promptly (with appropriate documentation) to the Government. In the exercise of its discretion to waive the breach and extend the Revenue Operations Date, the Government will take into consideration the actions and measures taken by the Grantee to ensure adherence to its promise to achieve the operational goals of the Project on or before the scheduled Revenue Operations Date.

c) Delays in appropriations of funds from Congress shall not constitute a basis for extension of the Revenue Operations Date.

d) The Government's consent to extend the Revenue Operations Date pursuant to Paragraph (b) of this Section 5 does not constitute a basis for additional Federal financial assistance beyond the Maximum Federal New Starts Financial Contribution.

SECTION 6. NET PROJECT COST

(a) This Grant is to assist in the payment of actual eligible costs within the scope of the Project under this Agreement, minus any amount that can reasonably be financed from revenues of the Grantee. If the funds awarded under this grant exceed the amount necessary to finance the Federal share, those excess funds are not available to the Grantee for payment of costs beyond the scope of this Project supported by this Grant.

(b) In accordance with 49 U.S.C. § 5309(h), a refund or reduction of the Grantee's Local Share of the Net Project Cost requires a refund to the Government of a proportional amount of the Federal financial assistance provided under this Agreement.

(c) The portion of the Net Project Cost that may be financed by the Government with capital New Starts funds may not exceed the amount of the Maximum Federal New Starts Financial Contribution for this Project as stated in Section 8 of this Agreement, “Limitations of the Federal Funding Commitment.”

(d) The Grantee acknowledges that Federal funds may be used only to reimburse eligible expenses for the Project. Should FTA determine that Federal funds have been used to reimburse any expenses that were ineligible for Federal reimbursement, FTA will direct the Grantee either to reimburse FTA with local funds not already committed to the Project or to reduce the total project costs by the amounts found to have been ineligible.
SECTION 7. ESTIMATED NET PROJECT COST

(a) The Government’s determination to provide financial assistance for the Project is based, in significant part, upon the Grantee’s estimated costs as set forth in the “Baseline Cost Estimate,” Attachment 3 to this Agreement. The Estimated Net Project Cost reported in Attachment 3 is $709,830,000.

(b) The Estimated Net Project Cost financed with the Execution of this Agreement is limited by the amount of the Maximum FTA Amount Awarded. The amount of the Estimated Net Project Cost and the amount of the Maximum FTA Amount Awarded are stated in the first page of this Agreement. The amount reimbursable by the Government is limited to the lesser of either the amount of the Maximum FTA Amount Awarded or the maximum percentage of FTA participation permitted by Federal law and regulations. Additional funds will not be provided until a Grant amendment awarding additional funds and amending this Full Funding Grant Agreement is executed.

SECTION 8. LIMITATIONS OF THE FEDERAL FUNDING COMMITMENT

(a) The sources of Federal financial assistance for the Project are set forth in the “Project Budget,” Attachment 3A. These funds are in addition to all previous Federal financial commitments to the development of the Project as set forth in the schedule of “Prior Grants and Related Documents,” Attachment 5 of this Agreement. The Government is not currently obligating and awarding any Federal capital New Starts funds for the Project with the Award and Execution of this Agreement.

(b) (1) With its Award set forth in this Agreement, the Government acknowledges its intent to provide Federal capital New Starts financial assistance for the Project in an amount that will not exceed $308,680,000. The anticipated sources of Federal financial assistance in this amount are listed in Attachment 6 to this Agreement, “Schedule of Federal Funds for the Project.” All Federal capital New Starts funds obligated pursuant to this Paragraph will be subject to all the terms, conditions and obligations set forth in this Agreement. Accordingly, it is expected that the award of additional funds will be processed through amendments to this Agreement.

(b) (2) The award by the Government of additional Federal capital New Starts financial assistance to the Project under Paragraph (b)(1) of this Section 8 is subject to the following limitations:

(A) the availability of appropriated funds, and

(B) the Grantee’s continued performance under the terms and conditions of this Agreement.

(c) The Maximum Federal New Starts Financial Contribution for this Project under the capital new starts category of funds is limited to $308,680,000 which is the sum of the amounts set forth in Paragraphs (a) and (b)(1) of this Section.
SECTION 9. FEDERAL FUNDING—OTHER SOURCES

The Maximum Federal New Starts Financial Contribution specified in Section 8(c) of this Agreement does not include funds other than from the capital New Starts program under 49 U.S.C. Chapter 53. Should such other Federal funds be provided for the Project in addition to the Federal capital New Starts funds set forth in Attachment 6 of this Agreement, the limitation on the Federal funding commitment set forth in Section 8 of this Agreement shall not apply to those funds. Accordingly, such additional funds shall be excluded from the calculation of Maximum Federal New Starts Financial Contribution. Funds awarded pursuant to this Section will be subject to all other terms, conditions and obligations set forth in the Agreement.

SECTION 10. LOCAL FINANCIAL COMMITMENT—CAPITAL COSTS

(a) As a condition of the Government's Award of this Full Funding Grant, the Grantee has developed and adopted a Financial Plan for financing all Project Costs necessary to complete the Project. In addition to the amount of Federal funds requested, the Financial Plan includes a statement identifying the State, local and private sources of funding and the amount of funds available for and committed to the Project from each such source. This Financial Plan, as accepted by the Government, with the supporting documentation (including formal funding agreements and commitments) is hereby incorporated by reference and made part of this Agreement.

(b) The Grantee hereby commits and certifies that it will provide funds in an amount sufficient, together with the Federal contribution (acknowledging the limitations as set forth in this Agreement), to assure timely and full payment of the Project Costs as necessary to complete the Project.

(c) The Grantee hereby commits and certifies that the Local Share portion of its financing commitment will be provided from funding sources other than: Federal funds (except as may otherwise be authorized by Federal statute); receipts from the use of Project facilities or equipment (except as may otherwise be authorized by Federal statute); or revenues of the Project public transit system in which such facilities or equipment are used.

(d) Given the Estimated Net Project Cost, as set forth in Section 7 of this Agreement, the Grantee's financial commitment to the Net Project Cost is estimated to total $391,650,000. This amount constitutes the Local Share needed to match the Maximum Federal New Starts Financial Contribution for the Project and Other Federal Sources. In the event that the actual Federal financial contribution for the Project is reduced or is increased or the funding percentage as set forth in this Agreement is changed, the portion of the Grantee's financial contribution for the Project that is identified as Local Share shall be adjusted accordingly.

(e) The Grantee agrees to notify the Government of any change in circumstances or commitments that adversely affects the Grantee's plan to fund the Project Costs necessary to complete the Project as set forth in the Financial Plan. In its notification, the Grantee shall advise the Government of what actions it has taken or plans to take to ensure adequate funding resources and shall reaffirm its commitment to the Government as set forth in Paragraph (b) of this Section 10.
SECTION 11. AUTHORIZATION TO ADVANCE PROJECT WITHOUT PREJUDICE

The Grantee may incur costs or expend local funds for all phases of the Project as is reasonably necessary to advance the Project prior to an award of Federal funding assistance without prejudice to possible future Federal participation in or reimbursement of the Project Costs to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement. It is understood that the authority conferred on the Grantee to advance the Project without prejudice does not constitute a legal commitment by the Government to obligate and award Federal funds.

SECTION 12. LOCAL FINANCIAL COMMITMENT—OPERATING AND MAINTENANCE COSTS

(a) As a condition of the Government’s Award of funding set forth in this Agreement, the Grantee has developed and adopted a Financial Plan to finance the future operation and maintenance of the Project that also takes into consideration the Grantee’s continuing financial responsibilities to operate, maintain and reinvest in its existing transit system. This Financial Plan, as accepted by the Government, and the supporting documentation (including specific funding commitments) evidencing stable and dependable funding sources are an essential part of the Grantee’s Application and are made part of this Agreement by incorporation of the Application.

(b) With the Execution of this Agreement, the Grantee assures that it has stable and dependable funding sources, sufficient in amount and in degree of commitment, to operate and maintain its entire public transportation system at an adequate and efficient level of service, including the future operation and maintenance of the Project without additional Federal assistance beyond the amounts set forth in the Financial Plan. The foregoing assurance does not preclude the Grantee from altering service through contracts with private providers of public transportation services.

(c) The Grantee will notify the Government of any change in circumstances or commitments that adversely affects the Grantee’s plan to fund the maintenance and operating costs of the Project as set forth in the Financial Plan. In its notification, the Grantee will advise the Government of actions it has taken or plans to take to ensure adequate funding resources and will reaffirm to the Government its assurance as set forth in Paragraph (b) of this Section.

SECTION 13. BASELINE COST ESTIMATE

(a) In its Application, the Grantee submitted to the Government a Baseline Cost Estimate for the activities constituting the Project. The Baseline Cost Estimate is accepted by the Government and is Attachment 3 of this Agreement. The Baseline Cost Estimate is derived from cost estimates of the individual third party contracts and force account work that, in sum, constitute the Project; it reflects appropriate escalation and Project schedule dates.

(b) The Government intends to use the Baseline Cost Estimate to monitor the Grantee’s compliance with certain terms and conditions of this Agreement. The Baseline Cost Estimate established in Attachment 3 serves as the measure of cost estimates as of the Date
of this Agreement, and should not be amended or modified during the implementation of the Project.

(c) The Grantee will submit cost reports on the implementation of the Project as required by this Agreement and in a format consistent with the units set forth in the Baseline Cost Estimate so that the Government can, with reasonable diligence, reconcile the Grantee's reports with the Baseline Cost Estimate.

SECTION 14. BASELINE SCHEDULE

(a) In its Application, as approved, the Grantee submitted a Baseline Schedule for the Project that demonstrates how the Grantee intends to implement the Project and meet the Revenue Operation Date. This Baseline Schedule has been accepted by the Government and is Attachment 4 of this Agreement.

(b) The schedule for the Project may be modified from time to time at the discretion of the Grantee. However, the Baseline Schedule is not to be modified because it is to be used as a basis for comparing planned to actual project implementation. The Grantee will notify the Government when a Project schedule modification has the potential to change the Revenue Operations Date and describe the actions planned to recover the schedule. The Government's acquiescence in such notice will not be deemed approval by the Government of an extension of a Revenue Operations Date unless the Government expressly grants an extension in writing.

SECTION 15. PROJECT MANAGEMENT OVERSIGHT

The Project is a "Major Capital Project" as defined in FTA's Project Management Oversight regulations at 49 C.F.R. § 633.5. Accordingly, the Grantee agrees that all requirements and conditions set forth in the rule at 49 C.F.R. Part 633 apply to the Project activities. Noncompliance with any regulatory requirements shall constitute a breach of this Agreement, unless the Government formally waives the regulatory requirement.

SECTION 16. ENVIRONMENTAL PROTECTION

(a) As a condition precedent to this Agreement, the environmental impacts of the Project have been assessed as required by law. The results of that assessment and the adopted mitigation measures are described in the environmental documents identified in Attachment 7 of this Agreement. These documents together with related agreements and supporting documentation, are incorporated by reference and made part of this Agreement. To assist the Government in monitoring the implementation of the adopted mitigation measures, these measures are specifically described in Attachment 7 of this Agreement. It is understood and agreed that the description in Attachment 7 shall not supersede or in any way result in a circumvention of the requirements set forth in the Government's environmental record for the Project.

(b) Certain terms and conditions of this Agreement, as related to the Grantee's responsibility to ensure protection of the environment, are set forth in Section 25 of the Master Agreement,
"Environmental Requirements." Under Subsection 25.1, "Mitigation of Adverse Environmental Effects," the Grantee is required, among other actions, to undertake all environmental mitigation measures that are identified in environmental documents prepared for the Project. Accordingly, the Grantee understands that it shall not withdraw or substantially change any of the adopted mitigation measures as described in the Government’s environmental record for the Project without the express written approval of the Government.

(c) This Section is intended only to supplement the provisions set forth in Section 25 of the Master Agreement, "Environmental Requirements."

SECTION 17. LABOR PROTECTION

The Grantee will carry out the Project in conformance with the terms and conditions determined by the Secretary of Labor to be fair and equitable to protect the interests of employees affected by the Project and meet the requirements of 49 U.S.C. § 5333(b) and U.S. Department of Labor (USDOL) Guidelines at 29 C.F.R. Part 215. These terms and conditions are identified in the letters of certification from USDOL set forth in the first pages of this Agreement. The Grantee will carry out the Project in compliance with the conditions stated in the USDOL certification letters. Those letters and any documents cited therein are incorporated by reference and made part of this Agreement.

SECTION 18. GOVERNMENT ACTIONS

(a) In all cases where the Government’s review, approval or concurrence is required under the terms and conditions of this Agreement, the Government will provide its response within sixty (60) calendar days of receipt from the Grantee of all materials reasonably necessary for the formulation of the Government’s response.

(b) If the Government determines that its position cannot be finalized within that sixty (60) day period, the Government will notify the Grantee, in writing, within thirty (30) days following receipt of the Grantee's submission that the Government's response will be delayed and advise the Grantee of the Government's anticipated time period for response.

(c) Whenever the Government's approval or concurrence is needed on any matter pertaining to or concerning this Agreement, the Government’s approval or concurrence will not be unreasonably withheld.

SECTION 19. REMEDIES

(a) Substantial failure of the Grantee to complete the Project in accordance with the Application and this Agreement will be a default of this Agreement. In the event of default, the Government will have all remedies at law and equity, including the right to specific performance without further Federal financial assistance, and the rights to termination or suspension as provided by Section 11 of the Master Agreement, "Right of the Federal Government to Terminate." The Grantee recognizes that in the event of default, the Government may demand all Federal funds provided to the Grantee for the Project be
returned to the Government. Furthermore, a default of this Agreement will be a factor considered before a decision is made with respect to the approval of future Grants requested by the Grantee.

(b) Under the provisions of Section 15 of this Agreement, “Project Management Oversight,” and under the terms and conditions of the Master Agreement, the Government will review performance by the Grantee to determine whether satisfactory progress is being made to complete the Project. In the event that the Government determines that the Grantee is in breach of this Agreement, the Government may withhold its approvals of further funding and suspend drawdown of funds, under the provisions of Section 11 of the Master Agreement, "Right of the Federal Government to Terminate," until any necessary corrective action, which may be required by the Government, is accomplished. Any breach of this Agreement that is not corrected within a reasonable period of time will be a default of this Agreement. The Government in its discretion may permit the cost of such corrective action to be deemed a Project Cost, provided that such cost is an allowable cost under the requirements of Section 9.c of the Master Agreement, "Costs Reimbursed," and so long as it remains within the limits of the Maximum Federal New Starts Financial Contribution set forth in Section 8 of this Agreement, “Limitations of the Federal Funding Commitment.”

(c) In the event of a breach of this Agreement by the Grantee and before the Government takes action contemplated by this Section, the Government will provide the Grantee with ninety (90) days written notice that the Government considers that such a breach has occurred and will provide the Grantee a reasonable period of time to respond and to take necessary corrective action.

SECTION 20. CONTENTS OF AGREEMENT

This Full Funding Grant Agreement consists of the text of this Agreement, which includes the first pages setting forth significant characteristics of the Agreement (such as the maximum Federal funds obligated and awarded for expenditure on the Project and the funding ratio of Federal and local funds to be expended for the Project, and such other data), followed by the Terms and Conditions, and the Attachments to the Agreement. The Agreement also includes the following documents incorporated by reference and made part of this Agreement: the "Federal Transit Administration Master Agreement," FTA Form MA(15) (October 1, 2008), as may be revised from time to time, the Application, the Government’s environmental record for the Project, related agreements, and prior Grant Agreements for the Project referenced in Attachment 5 of this Agreement. Should the Federal assistance award letter include special conditions for the Project, that letter is incorporated by reference and made part of this Agreement. Any inconsistency between the Application and the terms and conditions of this Full Funding Grant Agreement will be resolved according to the clear meaning of the provisions of this Agreement and Attachments hereto.

SECTION 21. SIMULTANEOUS CREATION OF AGREEMENT IN ELECTRONIC FORMAT

Simultaneous to the Award and Execution of this Agreement set forth in typewritten hard copy, the Agreement is being awarded and executed by electronic means through FTA’s electronic
award and management system. To the extent any discrepancy may arise between the typewritten version and the electronic version of this Agreement at the time of execution the typewritten version will prevail. Changes or addenda made electronically after execution shall be reproduced in hard copy and appended to the typewritten Agreement. This will include any special conditions or requirements for the Project added separately in the electronic version.

SECTION 22. AMENDMENTS TO AGREEMENT

Amendments to any of the documents referenced in Section 20, “Contents of Agreement,” will be made in accordance with the requirements and procedures set forth in FTA Circular 5010.1D, “FTA Project Management Guidelines” (November 1, 2008), as may be amended from time to time, and FTA Circular 5200.1A, “Full Funding Grant Agreements Guidance” (December 5, 2002), as may be amended from time to time.

SECTION 23. ATTACHMENTS—INCORPORATION

Each and every Attachment to this Agreement is incorporated by reference and made part of this Agreement.

SECTION 24. NOTICES

Notices required by this Agreement will be addressed as follows:

As to the Government:

Terry J. Rosapep
Regional Administrator/Region 8
12300 W Dakota Ave
Suite 310
Lakewood, CO. 80228-2583

As to the Grantee:

Clarence W. Marsella
General Manager/CEO
Regional Transportation District
1600 Blake Street
Denver, CO. 80202

SECTION 25. APPLICABLE LAW

If neither Federal statute nor Federal common law governs the interpretation of the provisions of this Agreement, the law of Colorado will apply. This provision is intended only to supplement Section 2.c of the Master Agreement, "Application of Federal, State, and Local Laws and Regulations."
SECTION 26. AWARD AND EXECUTION OF AGREEMENT

There are several identical counterparts of this Agreement in typewritten hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original having identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute an Award that should be executed by the Grantee within ninety (90) days of the date of the Government’s Award (FTA Award). The Government may withdraw its Award of financial assistance and obligation of funds if this Agreement is not executed within the ninety (90) day period. Upon full Execution of this Agreement by the Grantee, the effective date will be the date the Government awarded funding under this Agreement as set forth below.

THE GOVERNMENT HEREBY AWARDS THIS FULL FUNDING GRANT THIS 5th DAY OF January, 2009.

Signature:  
Sherry E. Little  
Federal Transit Acting Administrator  
FEDERAL TRANSIT ADMINISTRATION

EXECUTION BY GRANTEE

The Grantee, by executing this Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this Award; and agrees to all terms and conditions set forth in this Agreement.


Signature:  
Clarence W. Marsella  
General Manager/CEO  
Regional Transportation District, Denver, Colorado

ATTESTED BY:

Signature:  
Name:  
Title of Attesting Official:  
Name of Organization:
AFFIRMATION OF GRANTEE'S ATTORNEY

As the undersigned Attorney for the Grantee, I affirm to the Grantee that I have examined this Agreement and the proceedings taken by the Grantee relating to it. As a result of this examination I hereby affirm to the Grantee the Execution of the Agreement by the Grantee is duly authorized under state and local law. In addition, I find that in all respects the Execution of this Agreement is due and proper and in accordance with applicable State and local law. Further, in my opinion, this Agreement constitutes a legal and binding obligation of the Grantee in accordance with the terms of the Agreement. Finally, I affirm to the Grantee that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the full implementation of the Project in accordance with the terms thereof.


AFFIRMED BY:

Signature: Roger C. Kane, Esq.
Associate General Counsel
Regional Transportation District, Denver Colorado
Attachment 1

Denver Regional Transportation District
Denver, Colorado
West Corridor Light Rail Project

Scope of the Project

The West Corridor Light Rail Project (the Project) consists of the design and construction of a 12.17-mile light rail transit (LRT) line through the cities of Denver, Lakewood, and Golden, and through the Denver Federal Center and unincorporated and incorporated portions of Jefferson County. Segments of the Project are dual and single track with a total of 43 intersections with public streets and highways. Of the 43 intersections, nine are closures, 12 are grade separations and 22 are at-grade crossings. There are three pedestrian bridges at Wolfe St., Tennyson and Hazel Court.

The alignment starts from a relocated Auraria West station in the City and County of Denver, part of the existing Central Platte Valley light rail line, and heads south through an existing industrial zone. From the Auraria West station, the Project alignment turns west on a flyover of the Consolidated Main Line (Union Pacific Railroad and Burlington Northern Santa Fe Railroad joint alignment), then at-grade through an existing portal under Interstate 25 (I-25) and across the South Platte River. On the west side of the river, the alignment continues west through the City and County of Denver. The Project transitions to the City of Lakewood at Sheridan Boulevard and continues west through open space, a small light industrial area, an established neighborhood parallel to 13th Avenue, and through the Lakewood industrial park. The Project then crosses south over US 6 into the Denver Federal Center (DFC). From the DFC, the alignment proceeds north to US 6 where it turns west and changes to single-track under Union Boulevard and continues in the right-of-way of US 6 on the south side until Indiana Street where the LRT crosses to the north side of US 6 on a flyover, continuing west on the north side of US 6 to the end-of-line station at the Jefferson County Government Center. The Project runs in right-of-way (ROW) owned by the Denver Regional Transportation District (RTD); including the associated rail line; Colorado Department of Transportation (CDOT) ROW along US 6, and property purchased or leased from public or private ownership.

The Project will provide 12 stations, which will be compliant with the Americans with Disabilities Act (ADA). A total of 32 high-floor light rail vehicles will be procured for opening day. The storage and maintenance facility for the LRT vehicles has been provided, through Letter of No Prejudice Authority, at an expanded maintenance facility that is already a functioning element of RTD’s existing LRT system.

The Project includes the acquisition of real property, including approximately 27 total takes and approximately 190 partial takes, traction power substations, an overhead catenary system, fare collection equipment, utility relocations, environmental mitigation, startup and testing of the project for revenue service, a before and after study, and other elements necessary to achieve implementation and the revenue service date of May 31, 2013.
Project Description

Narrative Description

The West Corridor Light Rail Transit (LRT) project (the Project) consists of design and construction of a new 12.17-mile light rail line heading west from the existing Auraria West station in downtown Denver through Lakewood along 13th Avenue to the Denver Federal Center, then west along 6th Avenue to Golden and the Jefferson County Government Center.

Project Description by Standard Cost Category (SCC)

The following provides a description of the Project by Standard Cost Categories. These Standard Cost Categories are the basis for the Baseline Cost Estimate and for the baseline Schedule contained in Attachment 3 and Attachment 4 respectively.

SCC 10 – Guideway and Track Elements

This SCC encompasses light rail trackwork including, but not limited to, the furnishing of rail, ties, ballast, guideway concrete, embedded track equipment, road and pedestrian crossings, turnouts and other miscellaneous track materials.

The total length of guideway is 12.17 miles from a relocated Auraria West Station to the end of line at the Jefferson County Government Center, and includes:

- 5.43 miles of at-grade semi-exclusive alignment
- 0.94 miles of aerial structures
- 1.86 miles of guideway on built-up fill
- 0.03 miles of cut and cover tunnel at Union Boulevard
- 0.05 miles of underground tunnel under Interstate 70
- 3.86 miles of guideway in retained cut or fill
- Direct fixation track at aerial structures greater than 400 feet in length or for structural cost-effectiveness
- Paved track through grade crossings and pedestrian crossings at stations, and ballasted track along the rest of the Project alignment
- 21 turnouts
- Noise and vibration mitigation
SCC 20 – Stations, Stops, Terminals, Intermodal

There are a total of 12 stations, including 11 new stations and relocation of the existing station at Auraria West. The stations are:

- Auraria Station
- Decatur/Federal Station
- Knox Court Station
- Perry Station
- Sheridan Station
- Lamar Station
- Wadsworth
- Garrison
- Oak
- Denver Federal Center (DFC)
- Red Rocks Station
- Jefferson County

SCC 30 – Support Facilities: Yards, Shops, Administration Buildings

Support facilities for West Corridor are located at an expanded Elati Maintenance Facility.

SCC 40 – Sitework and Special Conditions

The majority of the guideway is along the Associated Rail Road (west of Umatilla to the Remington Arms spur at Collins in Lakewood) and will require the following scope items:

- Removal of existing track including rail, ties, and ballast, and sub-grade preparation. The Remington arms spur will require the same sitework into the Federal Center. Clearing and grubbing in the US 6 Colorado Department of Transportation (CDOT) ROW from the Federal Center to the Jefferson County Government Center.

- Demolition of structures and improvements.

- Extensive utility relocation with more than 450 impacts to the alignment. There are 20 separate Utility Relocation Agreements (URAs) that define responsibilities. Major impacted utilities are Xcel, Qwest, Denver Water, several waste water utilities, a group of ditch and drainage companies, plus the jurisdictional agencies.

- Section 404 permitting. There is less than one-half acre of impact along the gulches. Because of the quantity of fill in Lakewood Gulch an individual Permit is required for the entire project.

- Mitigation measures for impacts to historic properties.

- Richey Park drainage improvements in Lakewood.

- Three pedestrian bridges at Tennyson Street, Wolff Street, and Hazel Court.
• One pedestrian tunnel at Pikeview Street through the Kipling retained earth approach.

• Landscaping at the stations, selective wetland mitigation along the corridor and some tree replanting proposed to be done by the City of Lakewood in their segment of the corridor.

• Construction of bus/traffic lanes (one each way) from Quail into the park-n-ride at the Oak Street Station. Reconfiguration of 11th Street and Ames into the parking garage at the Sheridan Station park-n-ride. Rebuilding at Howard Place due to the construction of two bridges abutting its intersection with Decatur.

SCC 50 – Systems

The systems elements include the following scope items:

• Train Controls and Signals—Includes switch and signal control, train to wayside communications (TWC).

• Traffic Signals and Crossing Protection—Includes highway crossing protection at 22 at-grade crossings (11 quad gates and 11 dual gates), and minor traffic signal modifications—Johnson Road, Arbutus Street, Collins Street, Sheridan Blvd/10th Ave, Howard Place/Federal Boulevard, and two pedestrian crossings proposed at-grade.

• Traction Power Supply: Substations, which include single transformer-rectifier units, AC and DC switchgear and other equipment housed in 12 outdoor industrial-grade substation enclosures strategically placed along the corridor to provide power at an operating voltage of 825 Vdc.

• Traction Power Distribution: Includes an Overhead Contact System that has power input via connecting feeder cables from disconnect switches at traction power substations using a two-conductor catenary system (messenger and contact wire) that is tensioned and supported by cantilever arms on wide flange steel poles.

• Fare Collection: Includes re-use of existing fare collection equipment at Auraria Station and 27 new ticket vending machines and validator machines—generally two per station except for four at Federal Center and three at Wadsworth and Sheridan stations.

• Central Control: Includes modifications to the existing Mariposa Center Control facility to accommodate the West Corridor project.

SCC 60 – Right-of-way, Land, Existing Improvements

Twenty-seven total takes and approximately 190 partial takes are anticipated. The 27 total acquisitions will require relocation advisory assistance and benefits assistance, including moving cost reimbursement. This assistance will also be provided in the event personal property needs to be moved from any of the partial acquisitions.
SCC 70 – Vehicles

This SCC includes the acquisition of 32 light rail vehicles for opening day and no additional vehicles for 2030 operations. The 32 vehicles have already been procured under Letters of No Prejudice or pre-award authority.

SCC 80 – Professional Services

This SCC includes the costs of all professional, technical and management services (and related professional liability insurance costs) related to the design and construction of the light rail system from preliminary engineering through final design and construction management. This includes environmental work, design, engineering and architectural services; specialty services such as safety or security analyses; value engineering, risk assessment, cost estimating, scheduling, Before and After studies, ridership modeling and analyses, auditing, legal services, administration and management by agency staff or outside consultants in the following subcategories:

- Environmental Impact Statement (EIS) and preliminary engineering costs.
- Final design costs include design and engineering work in support of this effort.
- Project management for design and construction includes third party and agency project management and oversight of construction management costs, community relations and outreach, before-and-after study, and other contracted professional services required.
- Construction administration and management.
- Insurance provided for under a Rolling Owner Controlled Insurance Program (ROCIP) to provide insurance coverage for project-related activities.
- Legal fees.
- Start up costs and pre-revenue testing of system components.

SCC 90 - Unallocated Contingency

This SCC represents the entire unallocated contingency for the Project and provides a funding source for increases over the estimated project cost to cover unknown but anticipated additional project execution costs.

Each SCC from 10 through 80 contains allocated contingency. This is separate from the unallocated contingency contained in SCC 90.

SCC 100 - Finance Charges

This SCC includes finance charges expected to be paid prior to either the completion of the project or the fulfillment of the New Starts funding commitment, whichever occurs later in time. These include interest costs incurred in financing work conducted under pre-award authority or Letters of No Prejudice.
Attachment 3

Denver Regional Transportation District
Denver, Colorado
West Corridor Light Rail Project

Baseline Cost Estimate

Table 1 - BCE by Standard Cost Category

<table>
<thead>
<tr>
<th>Applicable Line Items Only</th>
<th>YOE Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>(X000)</td>
</tr>
</tbody>
</table>

10 GUIDEWAY & TRACK ELEMENTS (12.17 route miles) 157,703
  10.01 Guideway: At-grade exclusive right-of-way 1,111
  10.02 Guideway: At-grade semi-exclusive (allows cross-traffic) 1,204
  10.04 Guideway: Aerial structure 43,574
  10.05 Guideway: Built-up fill 5,801
  10.06 Guideway: Underground cut & cover 8,370
  10.07 Guideway: Underground tunnel 8,659
  10.08 Guideway: Retained cut or fill 46,418
  10.09 Track: Direct fixation 2,767
  10.10 Track: Embedded 1,807
  10.11 Track: Ballasted 32,372
  10.12 Track: Special (switches, turnouts) 5,308
  10.13 Track: Vibration and noise dampening 801

20 STATIONS, STOPS, TERMINALS, INTERMODAL (12) 57,959
  20.01 At-grade station, stop, shelter, mall, terminal, platform 25,000
  20.02 Aerial station, stop, shelter, mall, terminal, platform 2,162
  20.06 Automobile parking multi-story structure 23,862
  20.07 Elevators, escalators 6,834

30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS 2,000
  30.02 Light Maintenance Facility 2,000

40 SITEWORK & SPECIAL CONDITIONS 128,414
  40.01 Demolition, Clearing, Earthwork 10,805
  40.02 Site Utilities, Utility Relocation 17,961
  40.03 Haz. mat, contam'd soil removal/mitigation, ground water treatment 4,657
  40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks 2,230
  40.05 Site structures including retaining walls, sound walls 10,999
  40.06 Pedestrian / bike access and accommodation, landscaping 4,233
  40.07 Automobile, bus, van accessways including roads, parking lots 16,262
  40.08 Temporary Facilities and other indirect costs during construction 61,259

50 SYSTEMS 78,564
  50.01 Train control and signals 14,572
  50.02 Traffic signals and crossing protection 17,374
  50.03 Traction power supply: substations 15,022
  50.04 Traction power distribution: catenary and third rail 26,601
  50.05 Communications 1,901
  50.06 Fare collection system and equipment 3,097

Construction Subtotal (10 - 50) 424,640

60 ROW, LAND, EXISTING IMPROVEMENTS 54,852
  60.01 Purchase or lease of real estate 46,382
  60.02 Relocation of existing households and businesses 8,470

70 VEHICLES (32) 71,150
  70.01 Light Rail 70,930
  70.07 Spare parts 220

80 PROFESSIONAL SERVICES 85,891
  80.01 Preliminary Engineering 10,981
  80.02 Final Design 25,558
  80.03 Project Management for Design and Construction 7,453
  80.04 Construction Administration & Management 16,022
  80.05 Insurance 10,527
  80.06 Legal; Permits; Review Fees by other agencies, cities, etc. 1,184
  80.07 Surveys, Testing, Investigation, Inspection 3,115
  80.08 Start up 1,480

Subtotal (10 - 80) 636,533

90 UNALLOCATED CONTINGENCY 16,478

Subtotal (10 - 90) 653,011

100 FINANCE CHARGES 56,819

Total Project Cost (10 - 100) 709,830
## Attachment 3

**Denver Regional Transportation District**
**Denver, Colorado**
**West Corridor Light Rail Project**

### Baseline Cost Estimate

<table>
<thead>
<tr>
<th>Description</th>
<th>Base Year Dollars w/o Contingency (X'000)</th>
<th>Base Year Dollars Allocated Contingency (X'000)</th>
<th>Base Year Dollars Total (X'000)</th>
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Attachment 3

Denver Regional Transportation District
Denver, Colorado
West Corridor Light Rail Project

Baseline Cost Estimate

Table 3 - BCE by Source of Funding

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<tr>
<th>Source of Funding</th>
<th>Total Project Cost in YOE Dollars (X000)</th>
<th>Double Check Total (X000)</th>
<th>Federal 5309 New Starts</th>
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</tbody>
</table>

Sources of Federal Funding and Matching Share Ratios

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Costs Attributed to Source of Funds (X000)</th>
<th>Federal/Local Matching Ratio within Source</th>
<th>All Federal Funds (X000)</th>
<th>Local Funds (X000)</th>
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</thead>
<tbody>
<tr>
<td>Federal 5309 New Starts</td>
<td>698,385</td>
<td>44/56</td>
<td>308,680</td>
<td>389,705</td>
</tr>
<tr>
<td>Federal Other (CMAQ)</td>
<td>11,445</td>
<td>83/17</td>
<td>9,500</td>
<td>1,945</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>709,830</strong></td>
<td><strong>318,180</strong></td>
<td><strong>391,650</strong></td>
<td><strong>391,650</strong></td>
</tr>
<tr>
<td><strong>Overall Federal Share of Project</strong></td>
<td></td>
<td></td>
<td>44.82%</td>
<td></td>
</tr>
<tr>
<td><strong>New Starts Share of Project</strong></td>
<td></td>
<td></td>
<td>43.49%</td>
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## Project Budget

### Scope and Activity Description

<table>
<thead>
<tr>
<th>Scope Code</th>
<th>ALI Code</th>
<th>Scope and Activity Line Item Descriptions</th>
<th>Qty</th>
<th>Federal 5309 New Starts</th>
<th>Federal CMAQ</th>
<th>Project Totals</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TotalFederal</td>
<td>5309 New Starts</td>
<td>Local Total</td>
<td>Federal CMAQ</td>
<td>Local Total</td>
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<tr>
<td>14010</td>
<td>140110</td>
<td>GUIDEWAY &amp; TRACK ELEMENTS</td>
<td>12.17</td>
<td>47.34%</td>
<td>74,661</td>
<td>83,042</td>
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<tr>
<td>14020</td>
<td>140220</td>
<td>STATIONS, STOPS, TERMINALS, INTERMODAL</td>
<td>12</td>
<td>60.28%</td>
<td>27,439</td>
<td>21,484</td>
</tr>
<tr>
<td>14030</td>
<td>140330</td>
<td>SUPPORT FACILITIES, YARDS, SHOPS, ADMIN, BLDGS.</td>
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<td>60.28%</td>
<td>947</td>
<td>1,053</td>
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<tr>
<td>14040</td>
<td>140440</td>
<td>SITEWORK &amp; SPECIAL CONDITIONS</td>
<td>12</td>
<td>47.34%</td>
<td>27,439</td>
<td>21,484</td>
</tr>
<tr>
<td>14050</td>
<td>140550</td>
<td>SYSTEMS</td>
<td>12</td>
<td>47.34%</td>
<td>947</td>
<td>1,053</td>
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<tr>
<td>14060</td>
<td>140660</td>
<td>ROW, LAND, EXISTING IMPROVEMENTS</td>
<td>12</td>
<td>47.34%</td>
<td>27,439</td>
<td>21,484</td>
</tr>
<tr>
<td>14070</td>
<td>13.13.20</td>
<td>VEHICLES</td>
<td>32</td>
<td>49.12%</td>
<td>33,684</td>
<td>37,466</td>
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<tr>
<td>14080</td>
<td>140880</td>
<td>PROFESSIONAL SERVICES</td>
<td>12</td>
<td>47.34%</td>
<td>7,801</td>
<td>8,677</td>
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<tr>
<td>14090</td>
<td>140990</td>
<td>UNALLOCATED CONTINGENCY</td>
<td>12</td>
<td>47.34%</td>
<td>0</td>
<td>56,819</td>
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<tr>
<td>14100</td>
<td>141010</td>
<td>FINANCE CHARGES</td>
<td>12</td>
<td>47.34%</td>
<td>0</td>
<td>56,819</td>
</tr>
</tbody>
</table>

Total Project Cost (10-100) | 44.82% | 308,680 | 389,705 | 698,385 | 9,500 | 1,945 | 11,445 | 318,180 | 391,850 | 709,830 | 709,830
## Baseline Schedule

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>Start Date</th>
<th>End Date</th>
<th>2003</th>
<th>2004</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
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</thead>
<tbody>
<tr>
<td>10 GUIDEWAY &amp; TRACK ELEMENTS (12.17 route miles)</td>
<td>May-08</td>
<td>Aug-11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>20 STATIONS, STOPS, TERMINALS, INTERMODAL (12)</td>
<td>May-08</td>
<td>Nov-11</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN, BLDGS</td>
<td>Jun-06</td>
<td>Dec-07</td>
<td></td>
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</tr>
<tr>
<td>40 SITEWORK &amp; SPECIAL CONDITIONS</td>
<td>Jan-07</td>
<td>Jun-11</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>50 SYSTEMS</td>
<td>May-08</td>
<td>Sep-12</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>60 ROW, LAND, EXISTING IMPROVEMENTS</td>
<td>Oct-05</td>
<td>Mar-10</td>
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<td></td>
</tr>
<tr>
<td>70 VEHICLES (32)</td>
<td>Jul-06</td>
<td>Jul-11</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>80 PROFESSIONAL SERVICES</td>
<td>Jan-03</td>
<td>Jul-15</td>
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<td></td>
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<tr>
<td>90 UNALLOCATED CONTINGENCY</td>
<td>May-08</td>
<td>Sep-12</td>
<td></td>
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<tr>
<td>100 FINANCE CHARGES</td>
<td>May-05</td>
<td>Sep-12</td>
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</tr>
<tr>
<td>Revenue Operations</td>
<td>May-13</td>
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<td></td>
</tr>
<tr>
<td>Before and After Study: Two years post Rev Ops</td>
<td>May-15</td>
<td>Aug-15</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Fulfillment of the New Starts funding commitment</td>
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<td></td>
</tr>
<tr>
<td>Completion of project close-out, resolution of claims</td>
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<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
Prior Grants and Related Documents

I. Prior Grants (Not included in the FFGA)

None

II. Related Documents

1. Alternatives Analysis Complete and Locally Preferred Alternative adopted into Long Range Plan  
   Date: July 16, 1997

2. Approval to Enter Preliminary Engineering  
   Date: Mar. 12, 2001

3. FTA signs Draft EIS  
   Date: Feb. 14, 2003

4. FTA Signs Final EIS  
   Date: Aug. 28, 2003

5. Record of Decision  
   Date: April 19, 2004

   Date: Jun. 27, 2005

7. Approval to Enter Final Design  
   Date: Aug. 4, 2005

8. Letter of No Prejudice – Maintenance Facility Storage Tracks  
   Date: Dec. 20, 2005

9. Environmental Assessment Issued  
   Date: Aug. 28, 2007

10. Letter of No Prejudice – Early Procurement and Construction Items  
    Date: Sep. 25, 2007

11. Finding of No Significant Impact  
    Date: Nov. 16, 2007

III. FFGA Grant History (Grants Under FFGA)

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Obligation Date</th>
<th>Funding Source</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO-90-X124-00</td>
<td>7/13/2001</td>
<td>CMAQ</td>
<td>$2,000,000</td>
<td>Preliminary Engineering</td>
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<tr>
<td>CO-03-0197-00</td>
<td>9/11/2006</td>
<td>New Starts</td>
<td>$4,900,500</td>
<td>Final Design</td>
</tr>
</tbody>
</table>
Attachment 6

Denver Regional Transportation District
Denver, Colorado
West Corridor Light Rail Project

Schedule of Federal Funds

Section 3043(b) (7) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended, authorizes FTA to award Federal major capital investment (New Starts) funds for final design and construction of the Denver West Corridor Light Rail (Project). In accordance with the Federal transit law at 49 U.S.C. Chapter 53 and FTA Circular 5200.1A, Full Funding Grant Agreements Guidance (December 5, 2002), by the execution of this Agreement the Government is limiting its commitment to provide new starts funding for the Project to those funds that have been or may be appropriated during the term of SAFETEA-LU and subsequent authorization(s). The Government and the Grantee recognize, however, that the period of time necessary to complete the Project will extend beyond SAFETEA-LU, as evidenced by Attachment 4 of this Agreement (Baseline Schedule).

Moreover, the Government has previously awarded, and expects to award additional, Section 1101(a)(5) Federal Highway Administration (FHWA) Congestion Mitigation Air Quality (CMAQ) Improvement Program funds for the Project; these funds were, and will be, administered under 49 U.S.C. Section 5307.

Currently, the Government and the Grantee anticipate that the Federal New Starts and CMAQ funds will be provided for the Project as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Federal</th>
<th>Non-Federal (RTD)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Section 5309 New Starts</td>
<td>Section 5307 CMAQ</td>
<td>Funds</td>
</tr>
<tr>
<td>FY08 and Prior</td>
<td>$79,100,500</td>
<td>$2,000,000</td>
<td>$126,727,655</td>
</tr>
<tr>
<td>2009</td>
<td>$60,000,000</td>
<td>$7,500,000</td>
<td>$103,427,167</td>
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<tr>
<td>2010</td>
<td>$100,000,000</td>
<td>$0</td>
<td>$90,403,997</td>
</tr>
<tr>
<td>2011</td>
<td>$60,000,000</td>
<td>$0</td>
<td>$55,811,074</td>
</tr>
<tr>
<td>2012</td>
<td>$9,579,500</td>
<td>$0</td>
<td>$15,280,107</td>
</tr>
<tr>
<td>Total</td>
<td>$308,680,000</td>
<td>$9,500,000</td>
<td>$391,650,000</td>
</tr>
</tbody>
</table>
Measures to Mitigate Environmental Impacts

The environmental record for the Project consists of the following documents:

1. Final Environmental Impact Statement, signed August 28, 2003;
2. Record of Decision issued by FTA on April 19, 2004;
3. Environmental Assessment, signed August 28, 2007; and

The mitigation measures and other Project features that reduce adverse impacts, to which FTA and the Regional Transportation District committed in the environmental record, may not be eliminated from the Project, except by FTA's written consent in accordance with applicable laws and regulations. The Regional Transportation District transmitted to FTA Table 7A (Environmental Mitigations) which describes the mitigation measures in the above environmental record that pertain to the Project, and identifies the party responsible for each mitigation measure and its status. Its purpose is to facilitate monitoring the implementation of the mitigation measures during final design and construction. That table, and its periodic revisions to add measures resulting from required consultations, permit approvals, and FTA-approved changes, and to update the implementation status of the measures, is incorporated herein by reference.
Implementation of a “Before and After” Study

The Regional Transportation District (Denver, Colorado) will assemble information and conduct analyses to identify the actual performance of the Project in terms of its costs and impacts, evaluate the reliability of technical methods used during the planning and development of the Project, and identify potentially useful improvements to those methods. A “Before and After Study” Plan has been accepted by FTA. Specifically, the plan addresses the following requirements:

I. Project Characteristics

The Regional Transportation District will assemble information on five characteristics of the Project and its associated transit services.

(a) Project/Physical scope: The physical components of the Project, including horizontal and vertical alignment, bridges, tunnels, stations, vehicles, and right-of-way assembly;

(b) Service Levels: The operating characteristics of the fixed guideway, feeder bus services, and other bus services in the corridor, which includes the frequency, type, and travel times of services on the fixed guideway itself, the frequency and type of other transit services affected by implementation of the project, and the aggregate level of service provided by the transit system as a whole;

(c) Capital Costs: the costs of real estate acquisition, vehicle procurement, construction, engineering, management, agency expenses, testing, and start-up;

(d) Operating and Maintenance Costs: the incremental costs of operating and maintaining both the New Start project and the rest of the transit system; and

(e) Ridership and Fare Revenue: ridership on the fixed guideway itself, ridership on other transit services affected by implementation of the project, and both ridership and fare revenues on the transit system as a whole.

II. Study Milestones

The Regional Transportation District will assemble those data items that are available at five key milestones in the development and operation of the Project.

(a) Forecasts: The forecasts that were developed for the five project characteristics at:
   (A) Entry into Preliminary Engineering,
   (B) Entry into Final Design, and
   (C) Application for the Full Funding Grant Agreement;
(b) Documentation of Conditions Before Project Implementation: Project scope, transit service levels, capital costs, operating and maintenance costs, ridership patterns and farebox revenues, and environmental considerations that are obtained immediately prior to any significant changes in transit service levels caused by either the construction or opening of the Project; and

(c) Documentation of Conditions After Project Opening: Actual outcomes for the six characteristics of the Project two years after the opening of the Project to revenue service and associated adjustments to other transit services in the corridor.

III. Plan for Data Assembly and Analysis

The Denver Regional Transportation District has submitted a detailed work plan that describes how data will be archived, assembled, and reported.