RESOLUTION NO. 26-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE STATE OF COLORADO, ON BEHALF OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND STATEWIDE BRIDGE AND TUNNEL ENTERPRISE, REGARDING OWNERSHIP AND FUNDING OBLIGATIONS CONNECTED TO THE INTERSTATE 25 AND HAPPY CANYON ROAD INTERCHANGE PROJECT

WHEREAS, the City of Castle Pines ("City") is a Colorado home rule municipal corporation incorporated as of February 2008; and

WHEREAS, the City and State of Colorado (the "State"), as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, *et seq*., to cooperate and contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City and the State, acting through the Colorado Department of Transportation ("CDOT") and the Statewide Bridge and Tunnel Enterprise ("BTE"), desire to enter into an intergovernmental agreement to set forth the agreements between CDOT, BTE, and the City related to the City's future ownership of the existing Happy Canyon Road over I-25 bridge (Str.# G-17-AG) and replacement thereof by the City as part of the I-25 and Happy Canyon Road Interchange Project (the "Project") and BTE's obligations to pay the City $11,267,834.32 in connection with the Project; and

WHEREAS, the City Council finds that the State of Colorado Agreement identified by OLA# 331003901 and Agreement Number 27-HA1-XC-00016, a copy thereof being attached to this Resolution as **Exhibit 1**, (the "IGA") sets forth the ownership and funding agreements between the City, CDOT, and BTE in connection with the Project; and

WHEREAS, the IGA is intended to be part of and interpreted with two other separate intergovernmental agreements between the City and CDOT related to maintenance and operations and for construction management of the Project; and

WHEREAS, the City Council desires to approve the IGA, authorize the City Manager to execute the IGA once in final form, and to authoirze the City Manager to accept the Bill of Sale for the Str.# G-17-AG bridge pursuant to the IGA.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby: (a) approves the IGA between the City of Castle Pines and the State in substantially the same form as attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the IGA as may be necessary to correct any non-material errors that do not increase the obligations of the City; (c) authorizes the City Manager to execute the IGA when in final form; and (d) after the IGA is effective,

authorizes the City Manager to execute the Bill of Sale, attached as Exhibit C to the IGA, to accept ownership of the Str.# G-17-AG bridge on behalf of the City pursuant to the IGA.

Section 2. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 3. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 5 IN FAVOR, 0 AGAINST, AND 2 ABSENT THIS 27TH DAY OF OCTOBER, 2026.

Tracy Engerman (Oct 30, 2026 06:22:03 MDT)

Tracy Engerman, Mayor

ATTEST:

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Tobi Duffey

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

Linda Michow
Linda Michow (Oct 28, 2026 13:39:27 MDT)

Linda C. Michow, City Attorney

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT
BTE FUNDING AND OWNERSHIP OF EXISTING BRIDGE

State of Colorado Agreement

Cover Page

State Entities

Colorado Department of Transportation &

Statewide Bridge and Tunnel Enterprise

Agreement Number

27-HA1-XC-00016

Local Agency

THE CITY OF CASTLE PINES,

A Colorado home rule municipal corporation

Agreement Effective Date

The Date Signed by the Controller or Authorized Delegate

Project # 27746

Agreement Maximum Amount $11,267,834.32

Agreement Expiration Date

The earlier of the date final payment is issued or July 22, 2036

Agreement Authority –
Authority to enter into this Agreement exists in CRS §§43-4-805, 43-4-1301, 43-4-1302, and 43-4-1303.

Agreement Purpose
The purpose of this Agreement is to provide funding for the I-25 HAPPY CANYON INTERCHANGE, as more thoroughly described in Exhibit A.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, PII Certification
3. Exhibit C, Sample Bill of Sale.
4. Exhibit D, G-17-AG Inspection Report

In the event of a conflict of 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. Colorado Special Provisions in **§16** of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, PII Certification
5. Other exhibits in descending order of their attachment.

Principal Representatives For the State:

Joshua Breedlove
CDOT R1
18500 E. Colfax Ave
Aurora, CO 80011
joshua.breedlove@state.co.us

For Local Agency:
Dole Grebenik

The City of Castle Pines
7437 Village Square Drive Suite 200
Castle Pines, CO 80108
Dole.Grebenik@castlepinesco.gov

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.

Local Agency

[THE CITY OF CASTLE PINES]

_____

By: [Name & Title of Person Signing for Local Agency]

Date: _____

2nd Local Agency Signature if Needed

_____

By: [Name & Title of Person Signing for Signatory]

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
Bridge and Tunnel Enterprise
Shoshana M. Lew, Enterprise Director

_____
Patrick Holinda, Managing Director

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: Colorado Department of Transportation

Effective Date:_____

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Parties

This Agreement is entered into by and between the Local Agency named on the Cover Page for this Agreement (the "Local Agency"), and the STATE OF COLORADO acting by and through the State Entities, Statewide Bridge and Tunnel Enterprise ("BTE") and Colorado Department of Transportation ("CDOT") named on the Cover Page for this Agreement and together shall be referred to as the "State". Local Agency and the State agree to the terms and conditions in this Agreement.

1. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Agreement Funds shall be expended by the Agreement Expiration Date shown on the Signature and Cover Page for this

Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date, except as described in **§4.D**, or 2) after the Agreement Expiration Date. Initial Term

B. The Parties' respective performances under this Agreement shall commence on the Agreement Effective 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 (the "Initial Term") or upon final payment to the Local Agency with written notice pursuant to **§13,** unless sooner terminated or further extended in accordance with the terms of this Agreement.Early Termination in the Public Interest
The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Local Agency of such termination in accordance with **§13**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to the rights and obligations set forth in **§11.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest prior to the Local Agency satisfying the payment procedures as described in **§4.B.**, no payment will be issued by the State to the Local Agency.

C. Local Agency's Termination

Local Agency may request termination of this Agreement by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

2. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities.

B. **"Agreement Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Local Agency is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

F. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

G. "**Encumbering Document**" means a document that authorizes a formal obligation of funds, typically done through an "Option Letter" as set forth in §4.E.

H. **"End of Term Extension"** means the time period defined in **§1.D**.

I. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

J. **"Extension Term"** means the time period defined in **§1.C**.

K. **"Goods"** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

M. **"Initial Term"** means the time period defined in **§1.B**.

N. **"Party"** means the State or Local Agency, and "Parties" means both the State and Local Agency.

O. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

P. **"Recipient"** means the Local Agency shown on the Signature and Cover Page of this Agreement, for the purposes of the Agreement Funds.

Q. **"Services"** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

R. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Local Agency which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Local Agency without restrictions at the time of its disclosure to Local Agency; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Local Agency to the State; (iv) is disclosed to Local Agency, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

S. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

T. **"State Fiscal Year"** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

U. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

V. **"Subcontractor"** means third parties, if any, engaged by Local Agency to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Agreement funds.

W. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

X. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does

not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

3. Statement of Work

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

A. Maintenance Obligations

The maintenance and operations responsibilities for the improvements exchanged and constructed under this Agreement will be assigned in a separate Maintenance Agreement between the Parties. The Local Agency is responsible for the future maintenance in accordance with that certain Maintenance Agreement, referenced as OLA #331003916, CMS Routing #27-HA1-XC-00022. CDOT manages the statewide bridge off-system bridge inspection program and will be responsible for inspecting this bridge pursuant to that program.

B. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully in the monitoring activities described in **§5.C**.

4. Payments to Local Agency

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

Upon issuance of the access permit by the State to the Local Agency and the execution of the Bill of Sale transferring ownership of the existing Happy Canyon Rd. over I-25 bridge (Str# G-17-AG) from CDOT to Local Agency, BTE will deliver a lump sum payment of $11,267,834.32 to the Local Agency. The State Highway Access Permit and the Bill of Sale must be accepted by the CDOT Principal Representative before payment. The CDOT Principal Representative will determine if all the requirements, approvals, processes, and procedures above are satisfied for payment to be issued. The Principal Representative will notify all Parties the conditions have been met and payment will be issued within 30 days of the notice being sent.

C. Payment Disputes

If Local Agency disputes any calculation, determination or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

D. Reimbursement of Local Agency Costs

The State shall not reimburse Local Agency for any costs. The State will issue a one-time lump sum payment as described in **§4**.B.

5. Reporting - Notification

A. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

B. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Local Agency's performance and the final status of Local Agency's obligations hereunder.

C. Violations Reporting

Local Agency shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement Funds. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

6. Local Agency Records [Intentionally Deleted]

7. Confidential Information – State Records

A. Confidentiality

Local Agency shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Local Agency shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information except as required otherwise by law.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Local Agency shall make all modifications as directed by the State. If Local Agency cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan.

E. Safeguarding PII

If Local Agency or any of its Subcontractors will or may receive PII under this Agreement, Local Agency shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit B** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit B** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. Conflict of Interest

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the Agreement Funds of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Local Agency acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Local Agency further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

9. Insurance-[Reserved

10. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§11** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Local Agency is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

11. Remedies

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§10**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively. These remedies apply to this Agreement only and not for any other Agreements concerning this project.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination.

b. Damages and Withholding

The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of

outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise the following additional remedy:

a. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Local Agency shall, as approved by the State (i) secure that right to use such Work for the State and Local Agency; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§10** and the dispute resolution process in **§12** shall have all remedies available at law and equity.

12. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Question of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or their duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. 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. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a 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.

14. Rights in Work Product and Other Information

A. Work Product

There is no Work Product associated with this Agreement.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property").

15. General Provisions

A. Assignment

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

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the subject of this Agreement, and all prior representations and understandings related thereto, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. 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.

E. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

F. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party. Specifically, but not limited to **§3** Maintenance Obligations.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §15.A, 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.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Compliance with State Law and Regulations

Local Agency shall comply with all State law, regulations, State Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

L. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also use commercially reasonable efforts to cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any subcontractors in violation of §10 may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of §10. Local Agency shall also use commercially reasonable efforts to cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, Contractors, Consultants, or Subcontractors in violation of §10. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also use commercially reasonable efforts to cause its Contractors, Consultants and any Subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also use commercially reasonable efforts to cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all

costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

M. Accessibility

Local Agency shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

16. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all agreements. Contract refers to Agreement.

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **Fund Availability. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation**
Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **Governmental Immunity.**
Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, contained in these statutes.

D. **Independent Contractor.**
Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**
The Parties shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law, Jurisdiction, and Venue.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or

incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **Prohibited Terms.**

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. **Software Piracy Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency Grantee's services and Local Agency Grantee shall not employ any person having such known interests.

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Exhibit A
Scope of Work

1. Agreement Description

The Interstate 25 (I-25)/Happy Canyon Road Interchange Improvement Project (the Project), which is being delivered by the City of Castle Pines (Castle Pines) in partnership with Douglas County, the Colorado Department of Transportation (CDOT), the Statewide Bridge and Tunnel Enterprise (BTE), and several other key stakeholders, will construct a new diverging diamond interchange (DDI) at I-25 and Happy Canyon Road. The Project will replace the existing Happy Canyon Rd. over I-25 bridge (Str# G-17-AG), with two new bridges, reconstruct all on- and off-ramps, add signalized ramp terminals, and construct new sidewalks and shared-use paths across the interchange. The Project will allow Happy Canyon Road, built by others, to be extended to the east and connect to a nearby arterial.

The Project is being delivered using the Construction Manager/General Contractor (CM/GC) method and it is currently anticipated that the Project will be delivered through two construction packages. The first planned construction package will construct a new bridge to the north of existing Str# G-17-AG, which will ultimately carry westbound traffic on Happy Canyon Road. The second planned construction package will replace the existing Str# G-17-AG with a new southern bridge, which will ultimately carry eastbound traffic on Happy Canyon Road. Existing Str# G-17-AG is currently owned by CDOT.

In accordance with the terms and conditions of this agreement, CDOT will transfer ownership of existing Str# G-17-AG to Castle Pines through a Bill of Sale (see Exhibit E Sample Bill of Sale) to facilitate the replacement of the existing Str# G-17-AG by the City of Castle Pines through the Project. Castle Pines will accept the existing Str# G-17-AG in exchange for $11,267,834.32 from the BTE that will be used by Castle Pines to design, construct, and maintain the two new bridges replacing Str# G-17-AG (together, the “new bridge”) as part of the Project. After assuming ownership of existing Str# G-17-AG and following receipt of the lump sum payment of $11,267,834.32 from the BTE, Castle Pines will be responsible for maintaining the existing Str# G-17-AG bridge until it is replaced by the new bridge and for maintaining the new bridge for the remainder of its useful service life. The full scope of maintenance responsibilities will be included in the Maintenance Agreement, referenced as OLA #331003916, CMS # 27-HA1-XC-00022.

2. Costs and Funding

Castle Pines accepts the transfer of the existing Str# G-17-AG from CDOT as-is in its current condition (Exhibit I) in exchange for an allocation of $11,267,834.32 in BTE funds, which will be used for the funding of the Project, including, in pertinent part, the design and construction of the new bridge and funding the estimated repair and maintenance costs that will be incurred by Castle Pines over the next 20 years to keep the Project, including the new bridge, but excluding the on- and off-ramps and signalized ramp

terminals, in a state of good repair. These funds can also be used, at the discretion of the City of Castle Pines, to maintain existing Str# G-17-AG if repairs are needed prior to the replacement of the bridge. All other costs associated with the project described in the scope shall not be the responsibility of CDOT or the BTE.

3. Work Duration

The delivery of the construction project, which will replace existing Str# G-17-AG, is expected to reach completion by the Agreement Expiration Date. Maintenance responsibilities related to the new bridge described in this scope will continue for its useful life – as seen in Maintenance Agreement, referenced as OLA #331003916, CMS # 27-HA1-XC-00022.

4. Work Product and Deliverables

Required work products and deliverables are described in the Policy Directive 1601.0 and 1601.1. All submittals must be accepted by the CDOT Project Manager.

Exhibit B

PII Certification

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C
BILL OF SALE

HAPPY CANYON ROAD OVER INTERSTATE 25
(STR# G-17-AG)

THIS BILL OF SALE is entered into by the State of Colorado, for the use and benefit of the Colorado Bridge Enterprise, a government-owned business within the Colorado Department of Transportation ("Transferor") and the City of Castle Pines ("Transferee").

IN CONSIDERATION of the Transferee's agreement to accept ownership of the existing bridge known as HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG), to replace STR# G-17-AG with two new bridges, and to provide for the permanent maintenance of the new bridges, subject to Transferee's receipt of the Statewide Bridge and Tunnel Enterprise's funding contribution of ELEVEN MILLION TWO HUNDRED AND SIXTY SEVEN THOUSAND EIGHT HUNDRED THIRTY FOUR DOLLARS AND THIRTY TWO CENTS ($11,267,834.32) to the Transferee's Interstate 25 (I-25)/Happy Canyon Road Interchange Improvement Project, the Transferor SELLS AND DELIVERS to Transferee, the following property known and described as the existing HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG):

An existing 32' wide, 169'-5" long, two-span, concrete prestressed girder bridge spanning I-25 located at the Happy Canyon Rd. and I-25 Interchange, and all appurtenances.

TRANSFEROR WARRANTS: (1) that Transferor is the legal owner of the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) and its appurtenances; (2) the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) and its appurtenances are free and clear of all liens and encumbrances; (3) Transferor has full right and authority to sell and transfer the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) and its appurtenances; (4) Transferor will defend the title of the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) against any and all claims and demands of third parties; (5) Transferor will execute and deliver other documents and instruments and take other actions that may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Bill of Sale or to show the ability to carry out the intent and purposes of this Bill of Sale.

Transferee has been given the opportunity to inspect the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) and its appurtenances and accepts it in its existing condition. Any and all warranties and rights affecting the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG) and its appurtenances relating to materials and workmanship have been or will be separately assigned by Transferor to Transferee. This Bill of Sale shall be construed in accordance with the laws of the State of Colorado.

Notwithstanding the execution of this Bill of Sale by the Transferee, Transferee's acceptance of the delivery of this Bill of Sale and the transfer of the HAPPY CANYON ROAD OVER INTERSTATE 25 (STR# G-17-AG), and any agreement of Transferee referenced herein, shall not be effective until Transferee receives the full payment of $11,267,834.32 in accordance with funding agreement OLA #331003901, Agreement #27-HA1-XC-00016.

SIGNED, SEALED AND DELIVERED
STATE OF COLORADO &
COLORADO DEPARTMENT OF TRANSPORTATION

_____ _____
Chief Engineer Date

CITY OF CASTLE PINES

_____ _____
City Manager Date

COLORADO
Department of Transportation

G-17-AG | Bridge, CPG - Concrete Prestressed Girder

Routine

Final Report

INSPECTION DATE

08/19/2025

Team Leader (IE04): Sam Cabrera

Lead Inspector (IE04A): Sam Cabrera

Team Member(s) (IE04B): Eric Jones

INSPECTION ORGANIZATION

Ulteig

Signed on: **Not Available**

Signed by: **Not Available**

Structure Information Summary

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

Identification

HAPPY CANYON ROAD over I 25 ML

Structure Key	G-17-AG
Structure Name	
Structure Type	CPG - Concrete Prestressed Girder
Year Built	1965

Ownership and Location

Inspection Program	On System
Owner	S01 - State Transportation Department
Responsible Party	CDOT
County	035 - Douglas
City	00000 - Non City
Inspection Area	1 - Denver Metro
Location Description	5.1 MI N CASTLE ROCK BUS.
Highway & Milepoint	0 / 0 mi

Geometry

Total Length	169.416
Width, Out to Out	32
Deck Area	5421
Total # of Spans	2
Asphalt Thickness	3.5

Highway Traffic

Nat. Highway System	Yes
Lanes Carried	2
Highway Type Carried	5 - City
ADT Carried	6760
Lanes Under	8
Highway Type Under	1 - Interstate
ADT Under	288000

Risk Factors

NSTM	N - NSTM inspection not required
Scour Critical	
Approach Allignment	F - Fair
Inspection Frequency	24 Mo.
Underwater Required	No
Pin Required	No
Special Required	False
Membrane	M02 - Membrane, sheet
Expansion Device	P - Plug (Rubberized asphalt/pourable) 301/351
Open Essential Repair	No



Inspection History

Date	Type	Rating	Deck	Super	Sub	Culv
2027-08-15	Routine					
2025-08-19	Routine	Poor	4	6	5	N
2023-09-28	Routine	Poor	4	6	5	N
2021-08-17	Routine	Poor	4	6	5	N
2019-08-15	Routine	Poor	4	6	5	N
2017-08-30	Routine	Poor	4	6	5	N
2015-08-19	Routine	Poor	4	6	5	N
2013-08-27	Routine	Poor	4	7	6	N
2011-07-14	Routine	Poor	4	7	6	N
2009-08-25	Routine	Poor	4	7	6	N

Load Rating

Posting Status	P - Permanent O - Open - No Restriction
Posting	5 - Equal to or above legal loads
Load Rating Date	02/13/2020
Design Load / Method	HS-20 / ASD
Oper. Rating Method	1 - LF
Oper. Rating Value	52.3
Overload Color Code	0 - White

Vertical Clearance

VCLR Date	10/22/2023
Min / Max Clr. Above	99 / 99
Min / Clr. Under	16.5453 / 18.1004

Safety Features

Rail Type	Rail Type K
Bridge Rail	0 - Inspected feature does not meet currently accepta
Rail Transition	0 - Inspected feature does not meet currently accepta
Approach Rail	0 - Inspected feature does not meet currently accepta
End Treatment	0 - Inspected feature does not meet currently accepta

Appraisal (AP)

- **AP01 - Approach Alignment Rating:** F - Fair
- **AP02 - Overtopping Likelihood:**
- **AP03 - Scour Vulnerability:**
- **AP04 - Scour Plan of Action:**
- **AP04A - Scour Documentation:** No
- **AP04B - Monitoring Comment:**
- **AP04C - Monitoring Trigger:**
- **AP04D - Closure Trigger:**
- **AP04E - Mobilize Trigger:**
- **AP04F - Scour Watch 113M:** No
- **AP05 - Seismic Vulnerability:** N - Bridge does not require seismic evaluation due to low anticipated ground motion or agency prioritization
- **AP12A - SNBI Deskside Review Complete:** Yes
- **AP12B - SNBI Field Verification Complete:** Yes

Condition (C)

- **C01 - Deck Rating:** 4 - Poor
- **C02 - Superstructure Rating:** 6 - Satisfactory
- **C03 - Substructure Rating:** 5 - Fair
- **C04 - Culvert Rating:** N - Not applicable
- **C05 - Railing Condition Rating:** 5 - Fair
- **C06 - Railing Transition Condition Rating:** N - Not applicable
- **C07 - Bearing Condition Rating:** 5 - Fair
- **C08 - Joint Condition Rating:** 6 - Satisfactory
- **C09 - Channel Condition Rating:** N - Not applicable
- **C10 - Channel Protection Rating:** N - Not applicable
- **C11 - Scour Condition Rating:** N - Structure does not cross over water
- **C12 - Overall Condition:** Poor
- **C13 - Lowest Condition Rating:** 4
- **C14 - NSTM Inspection Rating:**
- **C15 - Underwater Condition Rating:**

Classification (CL)

- **CL01 - Owner:** S01 - State Transportation Department
- **CL01A - Responsible Party:** CDOT
- **CL02 - Maintenance Responsibility:** S01 - State Transportation Department
- **CL03 - Federal or Tribal Land Access:** N - Not applicable
- **CL04 - Historical Significance:** N - Bridge is not eligible for the National Register, and is not in a historic district eligible for the National Register
- **CL05 - Toll:** N - Bridge does not carry a toll road and is not a toll bridge
- **CL06 - Emergency Evacuation Designation:**
- **CL07A - Structure Status:** 3 - Active
- **CL08A - Structure Class:** Bridge
- **CL09A - Structure Type:** CPG - Concrete Prestressed Girder
- **CL10A - Construction Type 120B:** 30 - Colorado Type G-54, Prestressed, Simple Span
- **CL11A - Features Intersected:** I 25 ML
- **CL11B - Feature Carried:** HAPPY CANYON ROAD
- **CL12A - Service Type On:** 6 - Second level interchange
- **CL13A - Service Type Under:** 1 - Highway with or without pedestrian
- **CL14A - BTE Eligibility:** Eligible
- **CL15A - Federal Submission:** MAJOR VEHICULAR

Feature (F): H01 - HAPPY CANYON ROAD

- **F01A - Feature Type:** H - Highway
- **F01B - Feature Designation:** 1
- **RT01A - Route Designation:** 1
- **RT02 - Route Number:** 0
- **RT03 - Route Direction:** EW - Eastbound and Westbound
- **H01 - Functional Classification:** 5 - Major Collector
- **H02 - Urban Code:** 14563 - Castle Rock
- **H03 - NHS:** N - Not on NHS
- **H04 - National Highway Freight Network:** N - Not on the NHFN
- **H05 - STRAHNET Designation:** N - Not a STRAHNET route
- **H06 - LRS Route:** 035-0-2013-0048
- **H07 - LRS Mile Point:** 2.28
- **H08 - Lanes on Highway:** 2
- **H09 - AADT:** 6760
- **H10 - Average Annual Daily Truck Traffic:** 0
- **H10A - AADTT Percent:** 10
- **H11 - Year of AADT:** 2024
- **F02 - Feature Location:** C - Carried on structure
- **F03 - Feature Name:** HAPPY CANYON ROAD
- **RT03C - Primary Routelog:**
- **RT04 - Route Type:** 5 - City
- **RT05 - Level of Service:** 1 - Mainline
- **H12 - Maximum Vertical Clearance:** 99
- **H13 - Minimum Vertical Clearance:**
- **H14 - Minimum Horizontal Clearance Left:**
- **H15 - Minimum Horizontal Clearance Right:**
- **H16 - Maximum Usable Surface Width:** 28
- **H17 - Detour Length:** 0.621371
- **H18 - Crossing Structure Number:**
- **H20A - Legacy Milepoint:** 0
- **H21A - Base Highway Network 12:** 0 - Not on the Base Network
- **H22A - Future ADT 114:** 9058
- **H22B - Year of Future ADT 115:** 2044

Feature (F): H02 - I 25 ML SB

- **F01A - Feature Type:** H - Highway
- **F01B - Feature Designation:** 2
- **F02 - Feature Location:** B - Below structure
- **F03 - Feature Name:** I 25 ML SB

- **RT01A - Route Designation:** 1
- **RT02 - Route Number:** 025A
- **RT03 - Route Direction:** SB - Southbound
- **RT03C - Primary Routelog:** 1
- **RT04 - Route Type:** 1 - Interstate
- **RT05 - Level of Service:** 1 - Mainline
- **H01 - Functional Classification:** 1 - Interstate
- **H02 - Urban Code:** 14563 - Castle Rock
- **H03 - NHS:** Y - On NHS
- **H04 - National Highway Freight Network:** 1 - Primary Highway Freight System
- **H05 - STRAHNET Designation:** 1 - STRAHNET route
- **H06 - LRS Route:** 025A
- **H07 - LRS Mile Point:** 186.805
- **H08 - Lanes on Highway:** 4
- **H09 - AADT:** 144000
- **H10 - Average Annual Daily Truck Traffic:** 0
- **H10A - AADTT Percent:** 9
- **H11 - Year of AADT:** 2023
- **H12 - Maximum Vertical Clearance:** 16.6568
- **H13 - Minimum Vertical Clearance:** 16.5453
- **H14 - Minimum Horizontal Clearance Left:** 0
- **H15 - Minimum Horizontal Clearance Right:** 0
- **H16 - Maximum Usable Surface Width:** 0
- **H17 - Detour Length:** 0
- **H18 - Crossing Structure Number:**
- **H20A - Legacy Milepoint:** 186.939
- **H21A - Base Highway Network 12:** 1 - On the Base Network
- **H22A - Future ADT 114:** 184320
- **H22B - Year of Future ADT 115:** 2043

Feature (F): H03 - I 25 ML NB

- **F01A - Feature Type:** H - Highway
- **F01B - Feature Designation:** 3
- **F02 - Feature Location:** B - Below structure
- **F03 - Feature Name:** I 25 ML NB
- **RT01A - Route Designation:** 1
- **RT02 - Route Number:** 025A
- **RT03 - Route Direction:** NB - Northbound
- **RT03C - Primary Routelog:**
- **RT04 - Route Type:** 1 - Interstate
- **RT05 - Level of Service:** 1 - Mainline
- **H01 - Functional Classification:** 1 - Interstate
- **H02 - Urban Code:** 14563 - Castle Rock
- **H03 - NHS:** Y - On NHS
- **H04 - National Highway Freight Network:** 1 - Primary Highway Freight System
- **H05 - STRAHNET Designation:** 1 - STRAHNET route
- **H06 - LRS Route:** 025A
- **H07 - LRS Mile Point:** 186.805
- **H08 - Lanes on Highway:** 4
- **H09 - AADT:** 144000
- **H10 - Average Annual Daily Truck Traffic:** 0
- **H10A - AADTT Percent:** 9
- **H11 - Year of AADT:** 2023
- **H12 - Maximum Vertical Clearance:** 18.1004
- **H13 - Minimum Vertical Clearance:** 16.9783
- **H14 - Minimum Horizontal Clearance Left:** 0
- **H15 - Minimum Horizontal Clearance Right:** 0
- **H16 - Maximum Usable Surface Width:** 0
- **H17 - Detour Length:** 0
- **H18 - Crossing Structure Number:**
- **H20A - Legacy Milepoint:** 186.939
- **H21A - Base Highway Network 12:** 1 - On the Base Network
- **H22A - Future ADT 114:** 184320
- **H22B - Year of Future ADT 115:** 2043

Geometry (G)

- **G01 - NBIS Length:** 161.5
- **G02 - Total Length:** 169.416
- **G03 - Maximum Span:** 85
- **G04 - Minimum Span:** 80.7
- **G05 - Out To Out:** 32
- **G06 - Width Curb to Curb:** 28
- **G07 - Left Curb Or Sidewalk:** 2
- **G08 - Right Curb Or Sidewalk:** 2
- **G09 - Approach Roadway Width:** 32
- **G10 - Median:** 0 - No median
- **G11 - Skew:** 0
- **G12 - Curved Bridge:** N - Not curved
- **G13 - Maximum Height:**
- **G14 - Sidehill Bridge:** N - Not a sidehill bridge
- **G15 - Irregular Deck Area:**
- **G16 - Federal Deck Area:** 5421
- **G17A - Asphalt / Fill Thickness:** 3.5
- **G18A - Expansion Device Type 124:** P - Plug (Rubberized asphalt/pourable) 301/351

Identification (ID)

- **ID01 - Structure Number:** G-17-AG
- **ID01A - Structure Key:** G-17-AG
- **ID02 - Structure Name:**
- **ID03 - Replaces (Old):**
- **ID06A - Parallel Structure Key 8P:**
- **ID07A - Parallel Structure 101:** No parallel structure exists.

Inspection Event (IE)

- **IE02 - Inspection Field Start:** 2025-08-19
- **IE03 - Inspection Date:** 2025-08-19
- **IE03A - Field End Date:** 2025-08-19
- **IE05 - Current Inspection Interval:** 24
- **IE06A - Current Target Date:** 2025-08-15
- **IE08 - QC Date:**
- **IE09 - QA Date:**
- **IE10 - Inspection Finalized:** 2025-11-14
- **IE14A - Special Equipment:** 0 - Not Applicable
- **IE16A - Weather:** 74 F, Clear

- **IE06B - Report Due Date:** 2025-11-19
- **IE07 - Risk Based Inspection Interval:** 1 - Method 1
- **IE17A - Bat Present:** No

Inspection Requirements (IR)

- **IR01 - NSTM Required:** N - NSTM inspection not required
- **IR02 - Fatigue Details:** N - No E/E(prime) details
- **IR03 - UW Required:** No
- **IR03A - UW Category:**
- **IR04 - Complex Feature:** No
- **IR05A - Pin Required:** No
- **IR06A - Special Required:** No
- **IR07A - Inspection Program:** On System
- **IR08A - LiDAR Required:** No

Location (L)

- **L01 - State:** 08 - Colorado
- **L02 - County:** 035 - Douglas
- **L03 - City/Town:** 00000 - Non City
- **L04 - District:** 15
- **L04A - Zone:** Central
- **L05 - Latitude:** 39.449922
- **L06 - Longitude:** -104.875335
- **L07 - Border Structure:**
- **L08 - Border State:**
- **L09 - Border Inspection Responsiblity:**
- **L10 - Border Lead State:**
- **L11 - Location Description:** 5.1 MI N CASTLE ROCK BUS.
- **L12 - MPO:** 1 - Denver Regional Council of Governments
- **L13A - TPR:** 02 - Greater Denver Area
- **L18A - Functional Location:** CO-025A-ST00443

Roadside Hardware (RH)

- **RH01 - Bridge Railings:** I - Roadside hardware has not been crash tested and does not meet agency standards
- **RH01A - Bridge Rail Year of Spec:**
- **RH02 - Transitions:** I - Roadside hardware has not been crash tested and does not meet agency standards
- **RH02A - Rail Transition Year of Spec:**
- **RH03A - Structure Rail Type 125A:** Rail Type K
- **RH04A - Structure Rail Modified 125B:** 0 - Not modified
- **RH05A - Height of Rail:** 42
- **RH06A - Structure Rail 36A:** 0 - Inspected feature does not meet currently acceptable standards or a safety feature is required and none is provided.
- **RH07A - Transition 36B:** 0 - Inspected feature does not meet currently acceptable standards or a safety feature is required and none is provided.
- **RH08A - Approach Rail Rating:** 0 - Inspected feature does not meet currently acceptable standards or a safety feature is required and none is provided.
- **RH09A - End Treatment Rating:** 0 - Inspected feature does not meet currently acceptable standards or a safety feature is required and none is provided.

Substructure (SB): A01 - A02 - Abutment, stub

- **SB01A - Substructure Configuration:** A - Abutment
- **SB01B - Substructure Designation:** 1
- **SB02 - Number of Substructure Units:** 2
- **SB03 - Substructure Material:** C01 - Reinforced concrete, cast-in-place
- **SB04 - Substructure Type:** A02 - Abutment, stub
- **SB05 - Substructure Protective System:** 0 - None
- **SB06 - Foundation Type:** P01 - Pile, steel H-shape
- **SB07 - Foundation Protective System:** 0 - None

Substructure (SB): P01 - P01 - Pier, wall

- **SB01A - Substructure Configuration:** P - Pier or Bent
- **SB01B - Substructure Designation:** 1
- **SB02 - Number of Substructure Units:** 1
- **SB03 - Substructure Material:** C01 - Reinforced concrete, cast-in-place
- **SB04 - Substructure Type:** P01 - Pier, wall
- **SB05 - Substructure Protective System:** 0 - None
- **SB06 - Foundation Type:** F01 - Footing, not on rock
- **SB07 - Foundation Protective System:** 0 - None

Span (SP): M01 - G02 - Girder/beam, I-shaped spread

- **SP01A - Span Configuration:** M - Main Span
- **SP01B - Span Designation:** 1
- **SP02 - Number of Spans:** 2
- **SP03 - Number of Beam Lines:** 5
- **SP04 - Span Material:** C03 - Prestressed concrete, pre-tensioned
- **SP05 - Span Continuity:** 1 - Simple or single span
- **SP06 - Span Type:** G02 - Girder/beam, I-shaped spread
- **SP07 - Span Protective System:** 0 - None
- **SP08 - Deck Interaction:** CU - Composite, unshored construction
- **SP09 - Deck Material and Type:** C01 - Reinforced concrete, cast-in-place
- **SP10 - Wearing Surface:** B01 - Bituminous (asphalt)
- **SP11 - Deck Protective System:** M02 - Membrane, sheet
- **SP12 - Deck Reinforcing Protective System:** 0 - None
- **SP13 - Deck Stay-In-Place Forms:** 0 - None

Work (W)

- **W01 - Year Built:** 1965
- **W01A - Year Work Performed:** 0
- **W03A - Work Performed:**
- **W04A - Work Done By:**

SI&A Notes and Schedule

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

Notes

- **ID05A - Owner Transfer Note :**
- **IE11 - Limited Inspection Note :**
- **IE11A - Inspection Note :**
- **IE12 - Inspection Equipment :** AN - No access equipment used|IN - No inspection equipment used
- **IE13A - Schedule Note :**
- **IE15A - Special Access Note :**
- **L14A - Structure Note :** 12/3/18_LEC: G-17-AG was hit today (SB I-25 over the #4 lane). Reviewing the pictures I do not see and significant structural damage. See the attached pictures. I asked Tino that after they remove any loose to take a couple of pictures, with a tape measure in the picture, for the Region Bridge Design Unit to use to create repair plans if needed. I also ask Tino if he could measure the vertical clearance at the hit. Need Clearance Master for vertical clearances. Utilities: 2 inch diameter galvanized conduits attached to Right deck overhang. A second 2 inch diameter conduit is attached to underside of Right overhang in Span 2 for lighting at pier. De-icing system is installed on both sides of deck.
Inventory route is west to east. Substructure is numbered 1 through 3 from west to east. Superstructure is named Girder A through E from North to South.

Schedule

	Routine
Previous Inspection	2025-08-19 Final
Current / Next Inspection	2027-08-15 Open
Target Date	8/15/2027
Interval	24
Schedule String	EVN AUG G15

Load Ratings

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

Load Rating Date: 02/12/2020

The load rating information presented on this report is for informational purposes and is separate from the inspection findings. Any changes to the load rating made after the inspection date are not a result of this inspection unless explicitly stated in the rating comments. See the latest Load Rating Summary Sheet for specific rating information.

Evaluation and Postings (EP)

EP01 Load Configuration	EP02 Load Rating	EP03 Posting Type	EP04 Posting Value
HS20 Inventory (Tons)	25		
HS20 Operating (Tons)	52.3		
Type 3	60.5		
Type 3S2	80.8		
Type 3-2	82.1		
Type SU4	61		
Type SU5	52.2		
Type SU6	61.9		
Type SU7	61.8		
NRL (40T)	61.1		
EV2 (28.75T)	61.1		
EV3 (43T)	63.2		
Permit Truck (96T)	96.5		
Modified Tandem (50T)	55.4		

- **EP05A - Posting 70:** 5 - Equal to or above legal loads
- **EP06A - Load Rating Organization 66C:** GANNET FLEMING
- **EP07A - Load Rater Name 66N:** C. LONCAR
- **EP08A - Load Rater Initials:** CL
- **EP09A - Checker Name 66P:** M. METCALF
- **EP10A - Checker Initials 66J:** MM
- **EP11A - Rating Package Review Date 66R:** 2020-03-11
- **EP12A - Rating Package Reviewer 66RN:** HN
- **EP13A - Rating Calculations Complete 66CC:** Yes
- **EP14A - Rating Package Complete 66RPC:** No
- **EP15A - Entire Structure Rated 66ESR:** Yes
- **EP16A - Rating Input Files Archived 66IFA:** Yes
- **EP17A - Rating Output Files Archived 66OFA:** Yes
- **EP18A - Rating Assigned To 66AT:**
- **EP19A - Rating Software Used 66RS:** 1 - BrR (non-NSG)
- **EP20A - BrR Rating Runs 66RR:** Yes
- **EP21A - BrR Rating Analysis 66RA:** Yes
- **EP22A - BrR Rating System Based 66S:** Yes
- **EP23A - Rating Asphalt Thickness 66RT:** 4
- **EP24A - Girder Operating Rating, Tons 66A:** 52
- **EP25A - Overload Color Code 139:** 0 - White
- **EP26A - Overload Color Code Live Load 139OLL:** 3 - Permit Vehicle and Modified Tandem
- **EP27A - Operating Controlling Member 66OC:** I - Interior girder
- **EP27B - Inventory Controlling Member 66IC:** I
- **EP28A - Rating Comment:**

Load Ratings (LR)

- **LR01 - Design Load 31:** HS-20
- **LR02 - Design Method 31D:** ASD
- **LR03 - Load Rating Date:** 2020-02-13
- **LR03A - Load Rating Check Date 130C:** Feb 13 2020 12:00AM
- **LR04 - Operating Rating Method:** 1 - LF
- **LR04A - Inventory Rating Method 65:** 1 - LF
- **LR09A - Within 1 Mile 64LT10:** Yes
- **LR10A - BrR Structure Number 66STR:** G-17-AG
- **LR11A - Plans Available 500:**
- **LR12A - Overload Critical Structure 139OC:** No

Posting Status (PS)

- **PS01A - Load Posting Structure Status:** P - Permanent
- **PS01B - Load Posting Status Code:** O - Open - No Restriction
- **PS03A - Posting - CO Legal Trucks:**
- **PS03B - Posting - SHV Trucks:**
- **PS03C - Posting - EV Trucks:**
- **PS03D - Temporary Structure 103:** No

Element/Defect	Unit	Total Qty	CS1	CS2	CS3	CS4
12 - Reinforced Concrete Deck	sq feet	5421	2167 *40%*	0	3254 *60%*	0
1080 - Delamination/Spall/Patched Area	each	2	0	0	2 *100%*	0
1120 - Efflorescence/Rust Staining	each	3252	0	0	3252 *100%*	0

Reinforced concrete deck. Topside not visible due to asphalt overlay.

Deck underside, widespread areas of map cracking spaced 6 to 8 inches apart, longitudinal cracking, and scaling with efflorescence affecting 100 percent of Span 1 and approximately 20 percent of Span 2. Isolated areas exhibit rust staining mostly in Span 1, and areas of stalactites beginning to form. (3252 CS3 1130)

Left overhang at forward end has an in-place spall, 13 inch wide x 5 inch long x 3 inch deep. (2 CS3 1080)

510 - Wearing Surfaces	sq feet	4743	4253 *90%*	242 *5%*	248 *5%*	0
3210 - Delamination/Spall/Patched Area/Pothole (Wearing Surfaces)	each	18	0	18 *100%*	0	0
3220 - Crack (Wearing Surface)	each	472	0	224 *47%*	248 *53%*	0

Asphalt wearing surface, 3 to 4 inches with membrane over patched concrete deck.

Wearing surface has slight wear in areas.

Along curbs, sand and gravel buildup with minor vegetation growth.

Wearing surface exhibits spots of raveling randomly throughout.

Centerline and center of eastbound lane have sealed longitudinal cracks. (200 CS2 3220)

Roadway over the pier has sealed transverse cracks. (24 CS2 3220)

Wearing surface near each joint has sealed and unsealed transverse and D-cracking up to 1/2 inch wide. (48 CS3 3220)

Wearing surface has transverse and longitudinal cracks up to 1/2 inch wide randomly throughout. (200 CS3 3220)

Eastbound lane in Span 2 has 2 patched potholes up to 27 inch wide x 30 inch long. (18 CS2 3210)

109 - Prestressed Concrete Open Girder/Beam	feet	847	817 *96%*	9 *1%*	21 *2%*	0
1080 - Delamination/Spall/Patched Area	each	3	0	0	3 *100%*	0
1090 - Exposed Rebar	each	4	0	0	4 *100%*	0
1110 - Cracking (PSC)	each	4	0	0	4 *100%*	0
1120 - Efflorescence/Rust Staining	each	5	0	0	5 *100%*	0

7000 - Damage	each	14	0	9 *64%*	5 *36%*	0

(5) prestressed girders in each span.

Abutment 1 end diaphragms have delaminations and spalls up to full width x 8 inch high x 3 inch deep with exposed and R2 corroded rebar.

Girders 1D, 2A and 2D diaphragms above Pier 2 have insignificant width diagonal cracks with efflorescence.

Girder 1B near third point is water stained due to seepage through deck.

Girders 1A, 1D and 1E bottom flanges over the travel lanes have patched and unpatched high load impact spalls. (6 CS2, 2 CS3 7000)

Girders 1C and 1D at Abutment 1 have areas of rust staining. (2 CS3 1120)

Girder 1E bottom flange near Abutment 1 bearing area has a spall/delamination 14 inch long x 5 inch wide x 1 inch deep. (2 CS3 1080)

Girders 1A and 1B at Abutment 1 and Girders 2B, 2D and 2E at Abutment 3 have 0.004 to 0.007 inch wide diagonal and longitudinal cracks. (4 CS3 1110)

Girders 1A and 1E above Abutment 1 and Girders 1E and 2E above Pier 2 have delaminations/spalls up to full web height x 5 inch wide with exposed rebar stirrups. (4 CS3 1090)

Girders 2A, 2B, 2D, 2D and 2E have 6 total impact spalls over the northbound travel lanes up to 1 foot long x 6 inch wide x 1 inch deep. Spall in Girder 2D has exposed and R1 corroded rebar. (3 CS2, 3 CS3 7000)

Girder 2A end at Abutment 3 has minor edge spalling/chipping along its vertical back face with rust stains. (1 CS3 1120)

Girder 2B under midspan diaphragm has an area of heavy efflorescence with stalactites and rust staining. (2 CS3 1120)

Girder 2E end at Abutment 3 has edge spalling/delamination up to 22 inch high x 15 inch wide x 2 inch deep with exposed and R2 corroded vertical rebar. (1 CS3 1080)

210 - Reinforced Concrete Pier Wall	feet	32	27 *84%*	0	5 *16%*	0
1080 - Delamination/Spall/Patched Area	each	5	0	0	5 *100%*	0

Reinforced concrete pier wall. Protected with concrete jersey barriers on both sides.

Water and rust stains from bearings above.

Both faces have spots of rust staining likely from reinforcing ties in a grid pattern throughout.

Rear face under Girders A and B, spalling and delamination over an area 10 foot wide x 5 foot high extending from the right end with spalls up to 1 inch deep. (3 CS3 1080)

Rear left corner of pier has a spall, 3 foot high x 1 foot wide x 1 inch deep with exposed rebar. (1 CS3 1080)

Forward right corner under Girder 2E, spall up to full height x 1 foot wide x 4 inch deep with exposed and corroded rebar. (1 CS3 1080)

215 - Reinforced Concrete Abutment	feet	64	19 *30%*	28 *44%*	17 *27%*	0

1080 - Delamination/Spall/Patched Area	each	7	0	0	7 *100%*	0
1120 - Efflorescence/Rust Staining	each	38	0	28 *74%*	10 *26%*	0

Reinforced concrete abutments.

Both abutments have fiber board attached to back walls which is deteriorating in several locations.

Several inches of sand and debris on top of both abutment seats.

Both abutments have spots of rust staining randomly throughout. (10 CS3 1120)

Abutment 1 has insignificant width vertical and shrinkage cracks with efflorescence throughout. (28 CS2 1120)

Abutment 3 seat in Bays A and D, spalling up to 48 inch wide x 11 inch high x 7 inch deep spall with exposed and R3 corroded rebar. (7 CS3 1080)

260 - Slope Prot/Berms	each	2	0	2 *100%*	0	0
8000 - Other	each	2	0	2 *100%*	0	0

Short slope paving with tall retaining walls at the bottom to allow for the widening of I-25. Rock bolts or deadmen were used at Abutment 1 slope prior to the finished concrete surface.

Both areas of slope paving have wide horizontal cracks up to 0.06 inch wide throughout. (2 CS2 8000)

302 - Compression Joint Seal	feet	28	28 *100%*	0	0	0

Foam seal over pier. Paved over with asphalt. No significant defects.

306 - Other Joint	feet	28	28 *100%*	0	0	0

Asphaltic plug joint Abutment 1. No significant defects.

308 - Construction/Non-Expansion Joint	feet	28	28 *100%*	0	0	0

At Abutment 3. Paved over with asphalt.

310 - Elastomeric Bearing	each	5	0	0	5 *100%*	0
1000 - Corrosion	each	5	0	0	5 *100%*	0

Elastomeric pads at Abutment 1.

All pads covered with up to 3 inches of sand/debris.

All bearing sole plates have R2 corrosion where visible. (5 CS3 1000)

313 - Fixed Bearing	each	10	0	6 *60%*	4 *40%*	0
1000 - Corrosion	each	10	0	6 *60%*	4 *40%*	0

At Pier 2 and Abutment 3.

Abutment 3 bearings covered with up to 4 inches of sand/debris.

Exterior bearings have up to R2 corrosion. (4 CS3 1000)

Remaining bearings have R1 corrosion. (6 CS2 1000)

322 - Approach Roadway	each	1	1 *100%*	0	0	0

Well aligned, no speed reduction required.

Both approach roadways have widespread random cracks up to 1/2 inch wide and patched potholes up to 5 foot diameter. Several cracks have been sealed but are re-cracking.

323 - Approach Railing	each	4	4 *100%*	0	0	0

Installed in 2020. Transition rail not stiffened, not long enough, and not attached to or at the same height as bridge rail.

Rear left, rear right and forward left approach rails have areas of impact damage with a torn/deflected W-beam, several disconnected or rotated timber blackouts and broken posts.

326 - Wingwalls	each	4	4 *100%*	0	0	0

Short extensions of abutment backwalls with extra extensions added during reconstruction of slopes. No significant defects.

330 - Metal Bridge Railing	feet	339	0	0	338 *100%*	1 *0%*
1000 - Corrosion	each	339	0	0	338 *100%*	1 *0%*

Type K bridge rail along both edges of deck attached to curbs.

Both rails, channel rails and square tube posts have widespread areas of R2 corrosion with flaking intermittent for full length. (338 CS3 1000)

Left rail at rear end has perforations up to 4 inch wide x 10 inch high. (1 CS4 1000)

Concrete curb notes:

Both curbs, widespread transverse, vertical and longitudinal cracks up to 1/2 inch wide throughout, some with efflorescence and rust staining, more prevalent in left curb. (169 CS2, 170 CS3 1120)

Both curb top corners have longitudinal delamination cracks intermittently throughout.

The Condition State 4 defect has been reviewed by the Ulteig Program Engineer and does not have an effect on the overall strength or serviceability of the element. The quantity was left in Condition State 4 as a flag to the next inspector to determine if the defect has deteriorated more and will require another review. An Essential Repair Letter was not sent at the time of the inspection.

515 - Steel Protective Coating	sq feet	339	0	0	0	339 *100%*

Painted. Failed at areas of corrosion.

342 - Sign Attachment	each	2	2 *100%*	0	0	0

Slower Traffic Keep Right sign mounted on exterior of each rail over pier. No significant defects.

Photos

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

12 - Reinforced Concrete Deck

1080 - Delamination/Spall/Patched Area



Spall On Left Overhang At Forward End

8/19/2025 12:00:00 AM

1120 - Efflorescence/Rust Staining



Map Cracking With Efflorescence And Rust Staining In Deck Underside In Bay B Near Abutment 1

8/19/2025 12:00:00 AM



Overall View of Map Cracking and Scaling with Efflorescence in Span 1

9/11/2025 12:00:00 AM



Rust Staining In Deck Underside In Bay 1A

8/19/2025 12:00:00 AM

510 - Wearing Surfaces



Debris Buildup And Vegetation Growth Along Edge Of Roadway

8/19/2025 12:00:00 AM

3220 - Crack (Wearing Surface)



D-Cracking In Wearing Surface Near West Joint

8/19/2025 12:00:00 AM

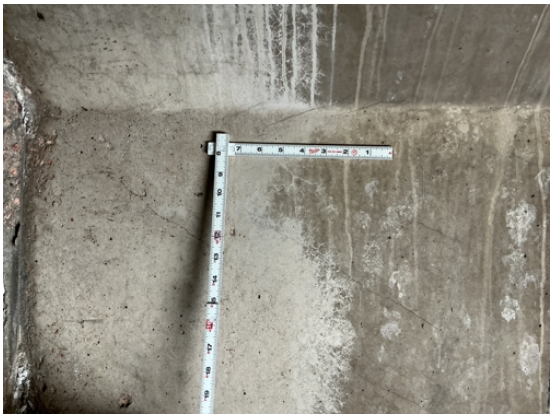


Longitudinal Crack In Wearing Surface

8/19/2025 12:00:00 AM

109 - Prestressed Concrete Open Girder/Beam

1110 - Cracking (PSC)



Diagonal And Longitudinal Cracking On Girder 1A Web At Abutment 1

8/19/2025 12:00:00 AM

7000 - Damage



Impact Spall With Exposed Rebar Bottom Flange Of Girder 2D

8/19/2025 12:00:00 AM



Patched And Unpatched Impact Spalls In Girder 1E Over Travel Lanes

8/19/2025 12:00:00 AM

1080 - Delamination/Spall/Patched Area



Spall On Girder 1E At Abutment 1

8/19/2025 12:00:00 AM



Spall With Exposed Rebar In Girder 1E At Abutment 1

8/19/2025 12:00:00 AM



Spall/Delamination In Girder 2E Web Over Pier 2

8/19/2025 12:00:00 AM

1120 - Efflorescence/Rust Staining



Efflorescence And Rust Staining On Girder 2B

8/19/2025 12:00:00 AM



Rust Staining On Girder 1C At Abutment 1

8/19/2025 12:00:00 AM



Rust Staining On Girder 2A At Abutment 3 Left Side

8/19/2025 12:00:00 AM

1090 - Exposed Rebar



Spall With Exposed Rebar In Girder 2E At Abutment 3

8/19/2025 12:00:00 AM

210 - Reinforced Concrete Pier Wall



Rust Staining On Forward Face Of Pier 2

8/19/2025 12:00:00 AM



Spalling And Delamination in Pier Wall Under Girders A and B and in Rear Left Corner

9/11/2025 12:00:00 AM

1080 - Delamination/Spall/Patched Area



Spall in Pier Wall at Forward Right Corner

9/11/2025 12:00:00 AM

215 - Reinforced Concrete Abutment

1080 - Delamination/Spall/Patched Area



Spall in Abutment 3 Seat Under Bay A

9/11/2025 12:00:00 AM

1120 - Efflorescence/Rust Staining



Rust Staining At Abutment 3

8/19/2025 12:00:00 AM

302 - Compression Joint Seal



Cracking And Failed Seal In Asphalt Over Pier 2 Compression Joint

8/19/2025 12:00:00 AM

310 - Elastomeric Bearing

1000 - Corrosion



Corrosion of Abutment 1 Bearing Sole Plate

9/11/2025 12:00:00 AM

313 - Fixed Bearing

1000 - Corrosion



Corrosion Of Fixed Bearing A

8/19/2025 12:00:00 AM

322 - Approach Roadway



Random Cracks And Sealed Potholes In West Approach Roadway

8/19/2025 12:00:00 AM

323 - Approach Railing



Damage To Forward Left Approach Rail

8/19/2025 12:00:00 AM



Damaged Rear Left Approach Rail

8/19/2025 12:00:00 AM

330 - Metal Bridge Railing



Longitudinal Cracking With Rust Staining On Left Curb

8/19/2025 12:00:00 AM

1000 - Corrosion



Flaking Corrosion In Left Rail

8/19/2025 12:00:00 AM



Perforation On Left Rail At Rear End

8/19/2025 12:00:00 AM

Photos Inventory

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

Elevation



Elevation Looking North

8/19/2025 12:00:00 AM



Elevation Looking South

8/19/2025 12:00:00 AM

General/Superstructure



Superstructure Looking East

8/19/2025 12:00:00 AM

Roadway



Roadway Looking East

8/19/2025 12:00:00 AM

Maintenance Items

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

Moderate

353.99 - Miscellaneous bridge deck work

Status	Date Entered	Target Date	Deterioration Category
Open	10/06/2025	08/19/2031	Other (See Description)

Problem Description

Rehabilitate bridge deck, especially in Span 1 at locations of map cracking with efflorescence.

Moderate

354.99 - Miscellaneous superstructure work

Status	Date Entered	Target Date	Deterioration Category
Open	08/17/2021	08/19/2029	Bridge Hit

Problem Description

Patch high load impact spalls in Girders 2A, 2C, 2D, and 2E.

Moderate

354.99 - Miscellaneous superstructure work

Status	Date Entered	Target Date	Deterioration Category
Open	09/19/2007	08/19/2031	Spalled Concrete

Problem Description

Remove delaminated concrete, clean, and patch spalls in ends of Girders 1A and 1E and 2E.

Moderate

358.99 - Miscellaneous substructure work

Status	Date Entered	Target Date	Deterioration Category
Open	08/04/2005	08/19/2031	Spalled Concrete

Problem Description

Patch spalls pier wall and abutments.

Moderate

357.00 - Bearings

Status	Date Entered	Target Date	Deterioration Category
Open	07/30/2001	08/19/2029	Debris Build-up

Problem Description

Remove sand and debris from the abutment seats.

Moderate

306.00 - Bridge Rail/Approach Rail/Guardrail - Installation, Replace

Status	Date Entered	Target Date	Deterioration Category
Open	07/30/2001	08/19/2031	Rail (BR or GR) or Fence

Problem Description

Install adequate bridge and approach rail to meet current AASHTO/CDOT standards.

Moderate

353.99 - Miscellaneous bridge deck work

Status	Date Entered	Target Date	Deterioration Category
Open	07/30/2001	08/19/2033	Riding Surface

Problem Description

Seal cracks in wearing surface.

Low

352.00 - Cleaning or Washing

Status	Date Entered	Target Date	Deterioration Category
Open	08/17/2021	08/19/2035	Debris Build-up

Problem Description

Remove sand and vegetation from deck along curbs.

Vertical Clearance

HAPPY CANYON ROAD Over I 25 ML

Inspection Date: 08/19/2025
Structure Key: G-17-AG
Structure Class: Bridge

H02 Below - I 25 ML SB. 4 Lanes

Direction	Left EoA	Stripe1	Stripe2	Stripe3	Stripe4	Stripe5	Stripe6	Stripe7	Stripe8	Stripe9	Right EoA
South	16.5387	16.5617	16.5453	16.6962	16.6568	16.6535	0.0000	0.0000	0.0000	0.0000	16.6831
X		0.0000	0.0000								

	Date Recorded	Max Clearance	Min Clearance	Method	Note
South	10/22/2023	16.6568	16.5453	LiDAR	FY 24 Submittal 3-11
X	01/01/0001				

H03 Below - I 25 ML NB. 4 Lanes

Direction	Left EoA	Stripe1	Stripe2	Stripe3	Stripe4	Stripe5	Stripe6	Stripe7	Stripe8	Stripe9	Right EoA
North	16.7717	16.9783	17.3294	17.7592	18.1004	18.4219	0.0000	0.0000	0.0000	0.0000	18.6549
X		0.0000	0.0000								

	Date Recorded	Max Clearance	Min Clearance	Method	Note
North	10/22/2023	18.1004	16.9783	LiDAR	FY 24 Submittal 3-11
X	01/01/0001				