

RESOLUTION NO. 89-19

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADMINISTER THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE COPPER RIDGE METROPOLITAN DISTRICT FOR THE CONSTRUCTION OVERSIGHT, CONSTRUCTION MANAGEMENT AND CERTAIN MAINTENANCE AND OPERATIONS OBLIGATIONS ASSOCIATED WITH THE EXTENSION OF STATE HIGHWAY 21 BETWEEN I-25 EXPRESSWAY AND VOYAGER PARKWAY

WHEREAS, the City of Colorado Springs ("City") is contracting with the Copper Ridge Metropolitan District ("District") for oversight of the new construction on SH 21 between I-25 and Voyager Parkway, which is identified as Project STM 0252-464 (22057) ("the Project").

WHEREAS, the City is delegating to the District its Project construction oversight and construction management obligations under an intergovernmental agreement the City will enter into with the Colorado Department of Transportation ("CDOT").

WHEREAS, the City is also delegating to the District certain Project maintenance and operations obligations agreed to pursuant to an intergovernmental agreement the City will enter into with CDOT.


WHEREAS, pursuant to Colorado Revised Statutes § 29-1-203, the City Council has the authority to approve an intergovernmental agreement (the "IGA") between the City and the District which delegates the aforesaid obligations to the District; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**

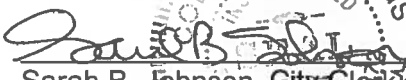
Section 1. The IGA between the City of Colorado Springs and the Copper Ridge Metropolitan District for the delegated construction oversight and construction management for the new construction on State Highway 21 between I-25 and Voyager Parkway, and the delegation of maintenance and operations obligations in substantially the form attached and incorporated herein as Exhibit A, with such minor changes as the Mayor and City Attorney may approve, is hereby approved.

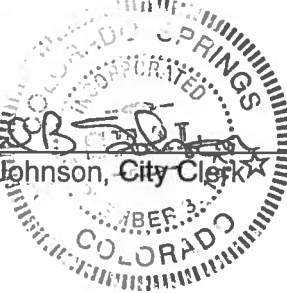
Section 2. The Mayor is hereby authorized to execute and administer the IGA.

Dated at Colorado Springs, Colorado this 24<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Council President

ATTEST:

  
Sarah B. Johnson, City Clerk



**INTERGOVERNMENTAL AGREEMENT**  
**North Powers Boulevard Project**

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this 18<sup>th</sup> day of October, 2019, by and among Copper Ridge Metropolitan District (the “District”) and the City of Colorado Springs, a home rule city and Colorado municipal corporation (the “City”). The District and the City are referred to herein collectively as the “Parties” and each individually as a “Party”. The Colorado Springs Urban Renewal Authority (the “Authority”) is a party to this Agreement solely with respect to Section 2 hereof.

**RECITALS**

WHEREAS, as contemplated in the Cooperation Agreement (as defined herein), the District is undertaking the financing, design and construction of North Powers Boulevard on State Highway 21 (“SH 21”) between Voyager Parkway and Interstate 25 (“I-25”), including construction of an interchange at SH 21 and I-25 (collectively, the “Project”); and

WHEREAS, in order to finance (the “Project”), the District is issuing its “Tax Increment and Sales Tax Supported Revenue Bonds, Series 2019” in the aggregate principal amount of \$ 63,365,000. (the “2019 Bonds”) pursuant to an Indenture of Trust dated as of Nov 1, 2019 (as the same may be amended or supplemented from time to time, the “Indenture”) between the District and UMB Bank, n.a., as trustee (the “Trustee”); and

WHEREAS, the Project will be constructed in the right of way owned by the Colorado Department of Transportation (“CDOT”), will become part of existing SH 21 and will be owned by CDOT upon completion; and

WHEREAS, although the design and construction of the Project are being undertaken by the District, because of certain regulatory restrictions, CDOT does not have an authority to enter into a contract with the District relating to the Project and, therefore, CDOT entered into an Intergovernmental Agreement (Construction Management – SH 21 between I-25 and Voyager) dated October 18, 2019 attached hereto as Exhibit 3 (as the same may be amended or supplemented from time to time, the “CDOT/City CM IGA”) with the City, which obligates the City to design and construct the Project and to perform certain other activities with respect to the Project, as more particularly set forth in the CDOT/City CM IGA; and

WHEREAS, CDOT and the City entered into a Maintenance and Operations Intergovernmental Agreement (Maintenance and Operations – State Highway 21, I-25 to Voyager Parkway) (“CDOT/City Maintenance IGA”) attached hereto as Exhibit 4; and

WHEREAS, in order to facilitate the City’s performance of its obligations under the CDOT/City CM IGA and the CDOT/City Maintenance IGA pertaining to completion and maintenance of the Project, the Parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## AGREEMENT

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meaning set forth below. “*Agreement*” means this Intergovernmental Agreement (North Powers Boulevard Project), as it may be amended or supplemented from time to time.

“*Authority*” means the Colorado Springs Urban Renewal Authority and any successor thereto.

“*Authority Representative*” means the Chairman of the Authority, or any alternate or alternates designated in writing by the Chairman and provided to the Trustee, the City and the District.

“*Business Day*” means any day other than a Saturday or Sunday or State or Federal legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

“*City Representative*” means the Public Works Director of the City, or any alternate or alternates designated in writing by the Public Works Director and provided to the Trustee, the Authority and the District.

“*Code*” means the Internal Revenue Code of 1986, as amended and in effect as of the date of issuance of the 2019 Bonds.

“*Construction Contract*” means the Contract Agreement between the District and the General Contractor dated October 1, 2019, as it may be amended or supplemented from time to time.

“*Contract Amount*” means \$54,518,826, as it may be adjusted pursuant to the Construction Contract.

“*Cooperation Agreement*” means the Cooperation Agreement dated as of October 22, 2013, as amended by the First Amendment to the City Cooperation Agreement dated as of March 12, 2019, among the City, the Authority and the District, as it may be further amended or supplemented from time to time.

“*Delay Event*” means an event described in Section 4 hereof.

“*District Representative*” means the District President or the person or persons at the time designated to act on behalf of the District by the Bond Resolution or as designated by written certificate furnished to the Trustee containing the specimen signatures of such person or persons and signed on behalf of the District Board by its President and attested by its Secretary, and any alternate or alternates designated as such therein.

“*Event of Default*” means an event described in Section 4 hereof.

“*General Contractor*” means Wildcat Construction Company, Inc., the general contractor for the Project pursuant to the Construction Contract.

“*Force Majeure*” means any event that is not within the control of a Party, including, without limitation, acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of Colorado or any of their departments, agencies or officials or any civil or military authority; labor disputes; riots; landslides; earthquakes; fires; storms; abnormal adverse weather; epidemic; quarantine restrictions; and unusual delay in deliveries.

“*Improvements Construction Account*” means an account by that name established under the Indenture and held and administered by the Trustee pursuant to the Indenture.

“*Project Costs*” shall have the meaning assigned to it in the Indenture.

“*Requisition*” means a requisition for disbursement of funds from the Improvements Construction Account, forms of which are attached to the Indenture.

“*Series 2019 Subaccount of the Improvements Construction Account*” means a subaccount in the Improvements Construction Account established under the Indenture and held by the Trustee pursuant to the Indenture.

“*Tax Certificate*” means the certificate to be signed by the District relating to the requirements of Sections 103 and 141-150 of the Code, and any amendment or modification of any such certificate permitted by the Indenture.

“*Tax-Exempt Bonds*” means the Series 2019 Bonds and any other Bonds the interest on which is excludable from gross income of the owner for purposes of federal income tax.

## **Section 2. Requisitions From Improvements Construction Account by the District.**

(a) Upon issuance of the Bonds, a portion of proceeds thereof will be deposited into the Series 2019 Subaccount of the Improvements Construction Account maintained by the Trustee under the Indenture for purposes of paying the Project Costs. The Indenture provides that unless the Trustee and the District have received a written notice from the City that pursuant to this Agreement a Delay Event or Event of Default has occurred and that the City has elected to exercise its right to requisition moneys from the Improvements Construction Account, the District has a right to requisition moneys from the Improvements Construction Account by submitting to the Trustee Requisitions in substantially the form set forth in Exhibit B attached to the Indenture, signed by the District Representative, and approved by the Authority Representative and the City Representative, and certifying, among other things, that all amounts drawn will be applied to the payment of the Project Costs. The City hereby agrees to cooperate with the District and the Authority in reviewing and executing each Requisition submitted by the District as set forth in this Section. The Authority hereby agrees to cooperate with the District and the City in reviewing and executing each Requisition submitted by the District as set forth in this Section.

(b) The District shall provide a fully completed draft of each Requisition to the City Representative and the Authority Representative for review and approval.

(i) The District shall with each Requisition provide or cause to be provided to the City and the Authority reasonably sufficient information and background material relating to each Requisition in order to allow the City and the Authority to verify that the amounts requested in the Requisition are being applied to pay or reimburse the Project Costs authorized by the Indenture, the City Cooperation Agreement and the Redevelopment Agreement. Upon receipt of the Requisition and supporting documentation, the City and the Authority may, within five (5) Business Days, request additional information which the City or the Authority, as applicable, reasonably determines is needed in order to verify that the amounts requested in the requisition are being applied to pay or reimburse the Project Costs authorized by the Indenture, the City Cooperation Agreement and the Redevelopment Agreement. Within five (5) Business Days from the later of (i) receipt of the Requisition or (ii) receipt of any requested additional information pursuant to this paragraph, each of the City Representative and the Authority Representative shall either approve the Requisition by signing the same and sending the executed original to the District and the Trustee or provide to the District and the Trustee a written objection to all or any portion of the requested disbursements in the related Requisition, together with a detailed explanation of the basis upon which the City Representative or the Authority Representative, as applicable, objects to the validity of all or a portion of the amounts requested in the Requisition. If the Trustee receives a timely objection from the City Representative or the Authority Representative it may disburse any funds that were not subject to dispute, but shall not disburse any funds that are subject to dispute pending resolution of the dispute. If the City Representative or the Authority Representative does not deliver a timely written objection to such Requisition as set forth above, such failure to provide a timely written objection shall be deemed an approval of the Requisition by the City and the Authority, as applicable, and the Trustee may disburse the funds requested in the Requisition..

(ii) If the District, the Authority and the City have not satisfactorily resolved any such dispute within five (5) Business Days from the date when the Trustee and the District received the timely objection from the City or the Authority in accordance with paragraph (i) above, then within the following five (5) Business Days, the District Representative, the Authority Representative and the City Representative shall jointly select and engage at the District's cost (which cost shall not be part of the Project Costs) an independent engineer to resolve the dispute and the independent engineer's determination regarding Project Costs, which shall be rendered within ten (10) Business Days from the date of the engagement, shall be final and binding on the Trustee, the District, the Authority and the City.

**Section 3. Requisitions From Improvements Construction Account by the City.**

(a) Upon occurrence and during the continuation of a Delay Event or Event of Default under Section 4 hereof which has not been cured, and upon delivery of a written notice thereof to the District and the Trustee signed by the City Representative to the effect that pursuant to this Agreement a Delay Event or Event of Default under Section 4 hereof has occurred and is continuing, the City shall have a right (but not the obligation) to assume the construction of the Project and submit Requisitions to the Trustee (with simultaneous copy provided to the District) in substantially the form of Exhibit C attached as to the Indenture (a copy of which is attached as Exhibit 1 to this Agreement) for purposes of paying the Project Costs.

(b) The City covenants and agrees to submit such Requisition solely for the payment of Project Costs. Further, the City acknowledges that the federal tax law imposes certain requirements with respect to the timing of expenditure of proceeds of the Bonds and acknowledges provisions of Section 3.04(e) of the Indenture.

**Section 4. Delay Events and Events of Default.**

(a) The occurrence of any one or more of the following events shall constitute a Delay Event under this Agreement:

(i) Except to the extent caused by one or more events of Force Majeure, failure by the District to spend at least 90% of the Contract Amount (whether using moneys in the Series 2019 Subaccount of the Improvements Construction Account or other sources of funds) on the Project Costs by the second anniversary from the date of issuance of the initial notice to proceed under the Construction Contract;

(ii) If the work on the Project has been suspended or interrupted for a period of sixty (60) consecutive calendar days and such delay adversely affects the critical path of the schedule for the Project, as reasonably determined by the City, and the work is not resumed within thirty (30) calendar days from the written notice provided by the City; provided however, that (A) if an event that caused suspension or interruption is such that it cannot be corrected within thirty (30) calendar day period, it shall not constitute a Delay Event if the District institutes corrective action within such period and diligently pursues it thereafter until the event is corrected; (B) any days during which the work has been suspended or interrupted due to an event of Force Majeure shall not be counted towards the 60-day period; and (C) if suspension or interruption is caused by the General Contractor's failure to comply with the terms of the Construction Contract and the District is diligently exercising its remedies thereunder and is taking actions necessary to cause the work on the Project to be resumed, then no Delay Event shall be deemed to occur under this paragraph; or

(iii) District's failure to pay the General Contractor any amount under the Construction Contract for a period of sixty (60) days after it is due, which

amount is not being disputed by the District in good faith, provided that such failure has not resulted from the City's and the District's dispute over requisition of such amount from the Series 2019 Subaccount of the Improvements Construction Account.

(b) The occurrence of any one or more of the following shall constitute an Event of Default:

(i) Insolvency of the District or an inability of the District to administer the construction of the Project for a period of over sixty (60) consecutive calendar days; and

(ii) Material breach of the obligations set forth in Section I of Exhibit 2 hereto.

(c) If an event, circumstance or condition which gave rise to a Delay Event under paragraph (a)(ii) of this Section no longer exists and the District demonstrates to the City's satisfaction that it can resume the construction of the Project, the City shall declare a Delay Event to be cured and shall promptly provide a written notice thereof to the District and the Trustee.

(d) Upon the occurrence and during the continuance of a Delay Event or Event of Default, the City may take over administration of the construction of the Project, requisition the amounts from the Series 2019 Subaccount of the Improvements Construction Account pursuant to Section 3 hereof for the purposes for which the Series 2019 Subaccount of the Improvements Construction Account was established, and finish the Project by whatever reasonable method the City may deem expedient. If the City exercises any of the rights described in the preceding sentence, it shall (i) keep District reasonably informed as to the City's activities with respect to the Construction Contract and the Project and consult with District with respect to any material decisions, (ii) copy District on all correspondence with Contractor and inform District promptly as to the content of all non-written communications with Contractor, and (iii) act in a commercially reasonable manner in connection with its administration of construction and other actions with respect to completion of the Project.

**Section 5. Obligations of the District.** The District acknowledges that the City's obligations with respect to the Project are set forth in Section 4 of Exhibit A to the CDOT/City CM IGA. The District agrees to perform such obligations of the City under the CDOT/City CM IGA as are set forth in Section I of Exhibit 2 to this Agreement until the Project is completed and accepted by CDOT. The Parties acknowledge and agree that the District's funding sources for construction of the Project are limited to proceeds of the 2019 Bonds deposited in the Series 2019 Subaccount of the Improvements Construction Account pursuant to the Indenture and that neither the District nor the City shall have an obligation to expend any other funds to complete the Project.



**Section 6. Maintenance Obligations of the District.**

(a) The District acknowledges the City's obligations with respect to the operations and maintenance of the Project following acceptance by CDOT are set forth in Exhibit A to the CDOT/City Maintenance IGA. The District agrees to perform such obligations of the City under the CDOT/City Maintenance IGA as are set forth in Section II of Exhibit 2 to this Agreement.

(b) Prior to termination of this Agreement pursuant to Section 9 hereof, the City and District shall enter into a separate intergovernmental agreement providing for the District to unconditionally perform the ongoing maintenance obligations for the Project as described in Exhibit 2, Section II. The obligations set forth in this Section 6(b) shall survive the termination of this Agreement.

**Section 7. Street Lighting for the Project.** The District shall be responsible for supplying and erecting street lighting, including the foundations, street light poles, bases, wiring and all associated light fixtures (collectively, the "**Street Lighting**"). For the avoidance of doubt, the District shall have no responsibility for costs of Street Lighting after the erection thereof.

**Section 8. Notices.** All notices, consents, requests, instructions, approvals and other communications provided for pursuant to this Agreement shall be in writing and shall become effective when delivered by fax, email, hand delivery or certified mail to the addresses noted below or such other address as may be substituted therefor by written notification to the Trustee, the Authority, the District and the City:

If to District:	Copper Ridge Metropolitan District 13540 Meadowgrass Drive, Suite 200 Colorado Springs, CO 80921 Attn: Gary Erickson & Tim Mitros P.E. Telephone: (303) 784-5942 Email: gary@executive-company.com tim@executive-company.com
If to City:	City of Colorado Springs 30 South Nevada Ave., Suite 401 Colorado Springs, CO 80903 Attn: Travis W. Easton, P.E., Public Works Director Telephone: (303) 784-5942 Email: <a href="mailto:teaston@springsgov.com">teaston@springsgov.com</a>
With a copy to:	City of Colorado Springs, Office of the City Attorney 30 South Nevada Ave., Suite 501 Colorado Springs, CO 80903

If to the Authority: Colorado Springs Urban Renewal Authority  
30 South Nevada Avenue, Suite 604  
Colorado Springs, Colorado 80903  
Attn: Executive Director  
Telephone: (719)-385-5714

If to the Trustee: UMB Bank, n.a.  
Corporate Trust and Escrow Services  
1670 Broadway  
Denver, Colorado 80202  
Telephone:(303) 839-2220  
Email: leigh.lutz@umb.com  
Attention: Leigh Lutz

**Section 9. Termination.** This Agreement shall terminate upon the later of (i) the completion of the Project and acceptance thereof by CDOT or (ii) the final disbursement of all funds in the Series 2019 Subaccount of the Improvements Construction Account to pay the Project Costs, except that obligations set forth in Section 6(b) shall survive termination.

**Section 10. No Third Party Beneficiaries.** This Agreement is not intended by any of the undersigned to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or entity other than the Parties, as a third party beneficiary or otherwise under any theory of law.

**Section 11. Entire Agreement.** This Agreement contains the entire agreement between District and the City related to the subject matter herein and supersedes all previous oral agreements or statements in writing with respect thereto. There are no other understandings or agreements, verbal or otherwise in relation thereto, between the parties related to the subject matter herein except as herein expressly set forth. Except as expressly stated in this Agreement, the Parties have made no statements or representations to any other Party regarding any fact relied upon by such Party in entering into this Agreement, and each Party specifically does not rely on any statement, representation or promise of any other Party in executing this Agreement, or in making the agreements provided for herein.

**Section 12. Amendment.** This Agreement shall not be amended, supplemented or modified except by an instrument in writing signed by each Party, provided that if such amendment, supplement or modification does not affect Section 2, then the instrument related thereto shall not require the Authority's signature.

**Section 13. Miscellaneous.**

(a) This Agreement will be binding on and will inure to the benefit of each Party and on each Party's respective heirs, successors, and permitted assigns.

(b) The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

(c) This Agreement is subject to, and shall be interpreted and performed under, the laws of the State of Colorado. Court jurisdiction for any litigation arising under this Agreement shall be exclusively in the District Court for the Fourth Judicial District of Colorado, El Paso County, Colorado.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(f) To the extent permitted by law, the District shall indemnify, defend and hold harmless the City for all claims, demands, court judgments which arise from the District's negligence or wrongdoing in performing any of the obligations set forth in Section 5 and Section I of Exhibit 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

DISTRICT:

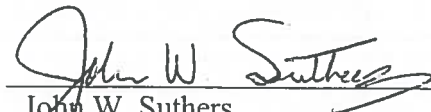
COPPER RIDGE METROPOLITAN DISTRICT

By: 

Its: See,

CITY:

CITY OF COLORADO SPRINGS

By:   
John W. Suthers

Its: Mayor

APPROVED AS TO FORM:


By:   
Attorney, City Attorney's Office

AUTHORITY (with respect to Section 2 only):

COLORADO SPRINGS URBAN RENEWAL AUTHORITY

By:   
Randle W. Case III

Its: Chairman



**EXHIBIT 1**

**Form of City Requisition from  
the Series 2019 Subaccount of the Improvements Construction Account**

Requisition No. \_\_\_\_\_

\$[PRINCIPAL]  
 Copper Ridge Metropolitan District  
 (in the City of Colorado Springs, Colorado)  
 Tax Increment and Sales Tax Supported Revenue Bonds  
 Series 2019

The undersigned certifies that he is the City Representative under that certain Indenture of Trust dated as of \_\_\_\_\_ 1, 2019 (the “**Indenture**”) between Copper Ridge Metropolitan District (the “**District**”) and UMB Bank, n.a., as trustee (the “**Trustee**”). All capitalized terms used in this requisition (“**Requisition**”) shall have the respective meanings assigned in the Indenture.

The undersigned City Representative hereby makes a requisition from the Improvements Construction Account held by the Trustee under the Indenture, and in support thereof states:

1. The amount requisitioned is \$ \_\_\_\_\_, which amount is hereby allocated to the electoral authorization of the District as follows:

Infrastructure Category	Total Amount of Available Electoral Authorization	Requested Disbursement Amount	Total Amount Previously Disbursed (not including this requisition) <sup>1</sup>	Total Amount of Electoral Authorization Applied (including this requisition)	Total Amount of Electoral Authorization Remaining <sup>2</sup>
Street Improvements					
Water					
Sanitation					
Traffic and Safety Controls					
Parks and Recreation					
Mosquito Control					
Total					

<sup>1</sup> To include amounts (if any) previously allocated to the electoral authorization as a result of disbursements from the Improvements Construction Account or a similar account held under the documents pursuant to which the Additional Bonds are issued.

<sup>2</sup> Does not include electoral authorization consumed by the principal amount of the Bonds applied to the funding of the Senior Reserve Fund and Cost of Issuance Fund which amount is to be allocated among the above infrastructure categories pro rata in accordance with the use of net proceeds of the Bonds requisitioned from the Improvements Construction Account and is to be reflected separately in the final requisition resulting in the disbursement of all remaining amounts on deposit in the Improvements Construction Account.

2. The name and address of the person, firm, or corporation to whom payment is due or has been made is as follows:

\_\_\_\_\_  
\_\_\_\_\_

3. Payment is due to the above person for the Project Costs indicated on the attached Schedule I.

4. The above payment obligations have been or will be properly incurred, are or will be a proper charge against the Improvements Construction Account, and have not been the basis of any previous withdrawal. The costs for which the disbursement is requested herein are authorized by the Service Plan, the City Cooperation Agreement and constitute Project Costs. The disbursement requested herein will be used solely for the payment of Project Costs. All conditions of the City Cooperation Agreement required for the disbursement requested herein have been satisfied.

5. Disbursement instructions are attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
City Representative

**CONSENT OF COLORADO SPRINGS URBAN RENEWAL AUTHORITY**

The undersigned hereby consents to the application of moneys disbursed from the Improvements Construction Account to the Project Costs identified in the Requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Authority Representative

## EXHIBIT 2

### Obligations of the District

Section I. Any capitalized terms used and not defined in this Exhibit 2 shall have the meaning ascribed to them in the CDOT/City CM IGA.

1. The District shall provide the funding for all aspects of the CDOT/City CM IGA.
2. The District will reimburse the State for incurred costs relative to the Project following the District's review and approval of such charges, subject to the terms and conditions of the CDOT/City CM IGA and the Indenture related to the Series 2019 Bonds, provided that such reimbursement obligation shall be limited to amounts on deposit in the Series 2019 Subaccount of the Improvements Construction Account.
3. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as set for within the CDOT/City CM IGA.
4. The District shall design and construct the Project to full AASHTO standards. The final design and any design variances will be subject to CDOT and FHWA approval. The design of the Project shall utilize the following CDOT documents:
  - a. Latest CDOT M&S Standards
  - b. 2017 Standard Specifications Book (CDOT Spec Book) and latest Standard Special Provisions

Note: Upon CDOT's approval, the District may incorporate City specifications and/or standard plans for the construction of Project elements which will be owned and maintained by the City. The District shall be responsible for the preparation of all documentation necessary to obtain FHWA approval of an Interchange Access Request (IAR) and CDOT approval of a 1601 request, as necessary.

5. The District shall work cooperatively with CDOT staff and, if applicable, the staff of other State representatives to ensure the completion of the Work identified in Exhibit A to the City/CDOT CM IGA. CDOT may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of CDOT's responsibilities. In the event of a conflict between the contractor constructing the Project and any other State contractor, CDOT will resolve the conflict and the District shall abide by the resolution provided by CDOT as well as ensure the contractor constructing the Project shall abide by the resolution provided by CDOT.

6. The District shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract. The District shall provide CDOT with a final list of all Key Personnel and Other Personnel assigned to the Work and appropriate contact information for those individuals, and shall update the list to CDOT upon change of any such personnel.

7. The District shall ensure all Key Personnel and Other Personnel assigned to the Work pursuant to the Contract are available for contact with CDOT during CDOT's normal business hours, as determined by CDOT. The District shall also ensure the contractor constructing the Project shall also make these personnel available outside of CDOT's normal business hours and on weekends with prior notice from CDOT.

8. The District shall provide funding for CDOT construction management staff to be onsite during construction. The CDOT construction management staff shall consist of one Professional Engineer and one Structural Engineer, whose billing rates shall each be \$50.00 per hour and whose total hours are estimated to be 1500, for a not to exceed cost to the District of \$75,000.00.

9. The District shall provide funding for CDOT personnel performing Independent Assurance Testing (IAT) for the Project. CDOT shall provide one materials tester, whose billing rate shall be \$30.00 per hour and whose total hours are estimated to be 230, for a not to exceed cost to the District of \$7,000.00. Total billable dollars by CDOT to the District for all construction management and IAT for the Project shall not exceed \$82,000.00.

10. The District will procure a consultant to perform the construction management and inspection (CM/I), subject to final approval by CDOT. The District's Request for Proposal (RFP) for the consultant services shall not contain preferential treatment for local firms. The District shall allow CDOT to review and approve the RFP prior to advertisement. The District shall obtain CDOT's concurrence prior to awarding the CM/I contract. The selected consultant must have adequate experience with CDOT construction and materials procedures, as determined by CDOT

11. The District shall ensure the construction of the Project follows the procedures in the latest edition of the following CDOT documents:

- a. CDOT Local Agency Manual
- b. CDOT Standard Specification for Road & Bridge Construction
- c. Applicable CDOT M&S Standards
- d. City of Colorado Springs Standard Drawings
- e. Pikes Peak Region Asphalt Paving Specification
- f. CDOT Survey Manual
- g. CDOT Field Materials Manual
- h. CDOT Fabrication of Inspection of Pre-stressed and Precast Products Manual
- i. Manual on Uniform Traffic Control Devices (MUTCD)
- j. CDOT Construction Manual



- k. CDOT Bridge Fabrication Inspection Manual
- l. CDOT Quality Control Training Manual

12. The District will obtain all necessary permits for the construction of the Project and will be responsible for compliance with all permits. The District will be responsible for any infractions or findings in violation of any Project permits, e.g., dewatering permit, Colorado Discharge Permit System (CDPS) Stormwater Construction Permit (SCP), Access Permit, Special Use Permit, MS4 Permit, etc.

13. The District will advertise the project for Construction. The advertisement shall require that bidders must be on CDOT's *Prequalified Contractor Listing* (available at <https://www.codot.gov/business/bidding/documents/Prequalified%20Contractors>). The District will obtain CDOT's concurrence prior to awarding the Project to a contractor.

14. Until the Project, or any portion thereof, is completed and accepted by CDOT or the City the District will be fully responsible for all elements of the Project.

## Section II

15. After construction of the Project is complete and the Project has been accepted, the District shall be responsible for all landscaping and irrigation systems in the Spectrum Loop and Voyager Parkway ROW areas shown in Exhibit A to the CDOT/City Maintenance IGA, other than temporary erosion control measures (Best Management Practices or BMPs) and native seeding areas placed as part of the construction of the interchange and SH21. This responsibility includes the cost of water and power.

**EXHIBIT 3**  
**CDOT/City CM IGA**

(Local \$CDOTWRK)  
PROJECT: STM 0252-464 (22057)  
Construction Management – SH 21 between I-25 &  
Voyager

## CONTRACT

THIS CONTRACT, executed this 18<sup>th</sup> day of October, 2019 by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation ("State" or "CDOT") and the CITY OF COLORADO SPRINGS, COLORADO, a home rule city and Colorado municipal corporation, 30 South Nevada Avenue, Colorado Springs, Colorado, 80903, CDOT Vendor #: 2000015, hereinafter referred to as the "City" or the "Local Agency", CDOT and the Local Agency individually shall be referred to as "Party", and together shall be referred to as the "Parties."

## RECITALS

1. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
2. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system;
3. The Local Agency has estimated the contribution and, by and through intergovernmental agreement with the Copper Ridge Metropolitan District ("District"), has received District's enforceable commitment to provide funds for Local Agency's contribution toward the Project ("IGA"). On that basis, Local Agency is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution
4. The Local Agency will have funds available and desires to provide 100% of the funding for the Work.
5. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
6. The Parties hereto desire to agree upon the division of responsibilities with regard to the project.

## THE PARTIES NOW AGREE THAT:

### **Section 1. Scope of Work**

The "Work" under this contract shall consist of the construction management for the new construction on SH 21 between Voyager Parkway and I-25 built as part of the Project in the City, as more specifically described in **Exhibit A**.

### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. This Contract
2. **Exhibit A** (Scope of Work)
3. Other Exhibits in descending order of their attachment.

### **Section 3. Term**

This agreement shall be effective upon approval of the CDOT Chief Engineer or designee. The term of this agreement shall continue through the completion and final acceptance of the Project by the State, FHWA and the Local Agency.

#### Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and through the IGA is prepared to provide its funding, as evidenced by the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated to be a not to exceed amount of \$82,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$82,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

#### Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
  1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
  2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.

#### Section 6. State and Local Agency Commitments

The Scope of Work (Exhibit A) describes the work to be performed.

- A. Design [if applicable]
  1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
    - a. perform or provide the Plans, to the extent required by the nature of the work.
    - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
    - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
    - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
    - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
    - f. provide final assembly of Plans and contract documents.
    - g. be responsible for the Plans being accurate and complete.
    - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and

accepted by the parties hereto, and when final they shall be deemed incorporated herein.

**B. Construction [if applicable]**

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
  - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
  - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency and the District, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
    - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
    - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
    - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
  - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

**Section 7. ROW Acquisition and Relocation**

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the

State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

#### **Section 8. Utilities**

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

#### **Section 9. Railroads**

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

#### **Section 10. Environmental Obligations**

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

#### **Section 11. Maintenance Obligations**

Maintenance and Operations of the project is the subject of a separate agreement by and between the Parties.

#### **Section 12. Record Keeping**

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

#### **Section 13. Termination Provisions**

This agreement may be terminated as follows:

- A. **Termination for Convenience.** The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. **Termination for Cause.** If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or

stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure

the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

#### **Section 14. Legal Authority**

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

#### **Section 15. Representatives and Notice**

The State will provide liaison with the Local Agency through the State's Region Director, Region 2, 5615 Wills Boulevard, Pueblo, CO 81008. Said Region Director will also be responsible for coordinating the State's activities under this agreement. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

**If to the State:**

Andrew Stecklein, P.E.  
CDOT Region 2 North Program  
1480 Quail Lake Loop  
Colorado Springs, Colorado 80906  
(719) 227-3264  
andrew.stecklein@state.co.us

**If to the Local Agency:**

Travis W. Easton, P.E.  
Public Works Director, City of Colorado Springs  
30 S. Nevada Avenue, Suite 401  
Colorado Springs, Colorado 80901  
(719) 385-5457  
teaston@springsgov.org

#### **Section 16. Successors**

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **Section 17. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

#### **Section 18. Governmental Immunity**

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other

provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

**Section 19. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**Section 20. Waiver**

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**Section 21. Entire Understanding**

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

**Section 22. Survival of Agreement Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

**Section 23. Modification and Amendment**

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

**Section 24. Disputes**

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, will be decided by the Chief Engineer of the Department of Transportation. 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, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the 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, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will 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.

**Section 25. Delegation**

Local Agency may delegate any and all of its obligations under this agreement to the District; provided, however, that such delegation shall not operate as a release by CDOT of City's obligations hereunder.



**Section 26. Colorado Special Provisions**

These Special Provisions apply to all contracts except where noted in *italics*

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract 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.**

Financial obligations of the State payable after the current State 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 State, 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 Contract 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**

The Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Local Agency nor any agent or employee of the Local Agency shall be deemed to be an agent or employee of the State. The 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. **The 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 the Local Agency or any of its agents or employees. The Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The 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.**

Contractor 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 Contract. 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 Contract 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 Contract that requires the State to indemnify or hold the Local Agency harmless; requires the State to agree to binding arbitration; limits the Local Agency's 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 Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits the Local Agency'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.


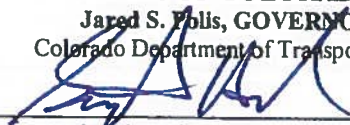
**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The Local Agency hereby certifies and warrants that, during the term of this Contract and any extensions, the 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 the Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract 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 Contract. The 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 the Local Agency's services and the Local Agency shall not employ any person having such known interests.
- J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**  
*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to the Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by the Local Agency by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and the Local Agency, or by any other appropriate method for collecting debts owed to the State.
- K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**  
*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* the Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., the Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to the Local Agency that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Local Agency (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if the Local Agency has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If the Local Agency participates in the Department program, the Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that the Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If the Local Agency fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, the Local Agency shall be liable for damages.
- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**  
The Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that the Local Agency (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p align="center"><b>THE LOCAL AGENCY CITY OF COLORADO SPRINGS</b></p> <p>Print: <u>John W. Suthers</u></p> <p>Title: <u>Mayor of Colorado Springs</u></p> <p align="center"> *Signature</p> <p>Date: <u>10/11/2019</u></p>	<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By  Joshua Laipply, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Stephen H. Carlson, P.E. Chief Engineer</p> <p>Date: <u>10 Oct 2019</u></p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p align="center">_____ *Signature</p> <p>Date: _____</p>	

## **EXHIBIT A – SCOPE OF WORK (State Highway 21 – I-25 to Voyager Parkway)**

### **1. ATTACHMENTS**

Limits of Maintenance Responsibilities, ROW and Easements, Areas of Parties' Responsibilities

### **2. DEFINITIONS**

In addition to the terms defined in the Contract, the following list of terms shall be construed and interpreted as follows:

- A. **“Key Personnel”** means the position or positions that are specifically designated as such in this Exhibit A.
- B. **“Other Personnel”** means individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

### **3. GENERAL INFORMATION**

The Project is to be constructed within CDOT ROW and will become part of existing State Highway 21.

### **4. CITY'S GENERAL RESPONSIBILITIES**

- A. The City shall design and construct the project to full AASHTO standards. The final design and any design variances will be subject to CDOT and FHWA approval. The design of the Project shall utilize the following CDOT documents:
  - a. Latest CDOT M&S Standards
  - b. 2017 Standard Specifications Book (CDOT Spec Book) and latest Standard Special Provisions
- B. The City shall be responsible for the preparation of all documentation necessary to obtain FHWA approval of an Interchange Access Request (IAR) and CDOT approval of a 1601 request, as necessary.
- C. The City shall work cooperatively with CDOT staff and, if applicable, the staff of other State representatives to ensure the completion of the Work identified in this **Exhibit A**. CDOT may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of CDOT's responsibilities. In the event of a conflict between the contractor constructing the Project and any other State contractor, CDOT will resolve the conflict and the City shall abide by the resolution provided by CDOT as well as ensure the contractor constructing the Project shall abide by the resolution provided by CDOT.
- D. The City shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract. The City shall provide CDOT

with a final list of all Key Personnel and Other Personnel assigned to the Work and appropriate contact information for those individuals, and shall update the list to CDOT upon change of any such personnel.

- E. The City shall ensure all Key Personnel and Other Personnel assigned to the Work pursuant to the Contract are available for contact with CDOT during CDOT's normal business hours, as determined by CDOT. The City shall also ensure the contractor constructing the Project shall also make these personnel available outside of CDOT's normal business hours and on weekends with prior notice from CDOT.
- F. The City shall provide funding for CDOT construction management staff to be onsite during construction. The CDOT construction management staff shall consist of one Professional Engineer and one Structural Engineer, whose billing rates shall each be \$50.00 per hour and whose total hours are estimated to be 1500, for a not to exceed cost to the City of \$75,000.00.
- G. The City shall provide funding for CDOT personnel performing Independent Assurance Testing (IAT) for the project. CDOT shall provide one materials tester, whose billing rate shall be \$30.00 per hour and whose total hours are estimated to be 230, for a not to exceed cost to the City of \$7,000.00. Total billable dollars by CDOT to the City for all construction management and IAT for the project shall not exceed \$82,000.00.
- H. The City shall ensure the construction of the project follows the procedures in the latest edition of the following CDOT documents:
  - a. CDOT Local Agency Manual
  - b. CDOT Standard Specification for Road & Bridge Construction
  - c. Applicable CDOT M&S Standards
  - d. City of Colorado Springs Standard Drawings
  - e. Pikes Peak Region Asphalt Paving Specification
  - f. CDOT Survey Manual
  - g. CDOT Field Materials Manual
  - h. CDOT Fabrication of Inspection of Pre-stressed and Precast Products Manual
  - i. Manual on Uniform Traffic Control Devices (MUTCD)
  - j. CDOT Construction Manual
  - k. CDOT Bridge Fabrication Inspection Manual
  - l. CDOT Quality Control Training Manual
- I. The City will obtain all necessary permits for the construction of the Project and will be responsible for compliance with all permits. The City will be responsible for any infractions or findings in violation of any Project permits, e.g., dewatering permit, Colorado Discharge Permit System (CDPS) Stormwater Construction Permit (SCP), Access Permit, Special Use Permit, MS4 Permit, etc.
- J. Until the Project is complete and accepted, the City will be fully responsible for all

elements of the Project.

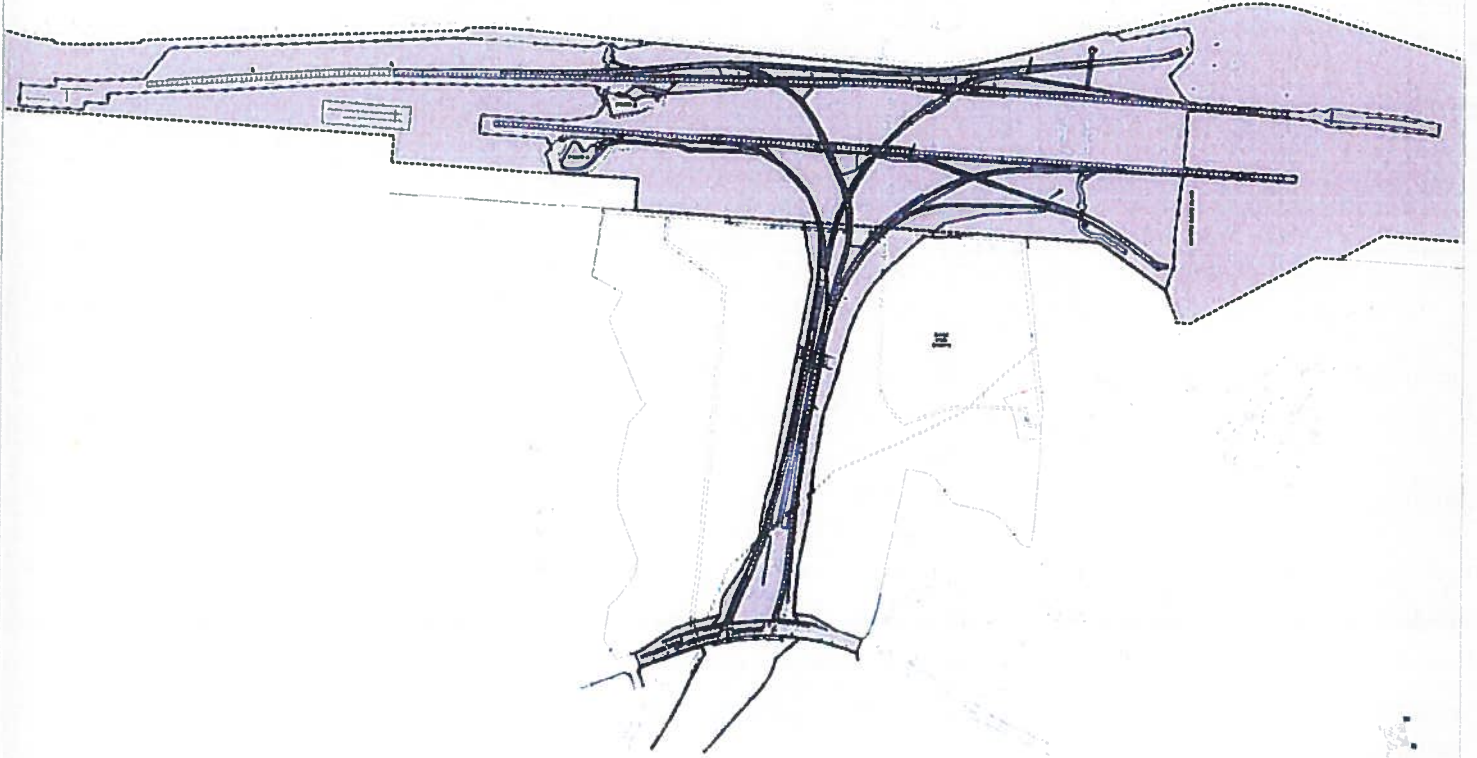
- K. The City may delegate any and all of its obligations under this agreement to the District; provided, however, that such delegation shall not operate as a release by CDOT of City's obligations hereunder.

#### **5. CDOT'S GENERAL RESPONSIBILITIES**

- A. CDOT will review preliminary and final plans and specifications, and provide formal comments, within 2 weeks of receipt.
- B. Within 1 week of receipt of a design variance request by the City, CDOT will either approve the request or provide specific reasons for rejection.
- C. CDOT will provide a full time staff person during construction. This person will have experience as a Project Engineer on CDOT construction projects. This person will have authority to stop work on the project due to safety concerns, apparent violations of permits, inadequate traffic control, continued pattern of poor quality control, etc.
- D. CDOT will provide the Independent Assurance Testing for this project.
- E. All fees to CDOT for the City's access to perform the Work will be waived. CDOT will issue a no-fee access permit or permits to the City for the City's performance of the Work. CDOT's access permit shall specify the point of access for the City's Work.

EXHIBIT A

PROJECT AREA



03/28/19

**EXHIBIT 4**  
**CDOT/City Maintenance IGA**



**Maintenance and Operations  
State Highway 21, I-25 to Voyager Parkway  
City of Colorado Springs  
Project No. (SA # 22057)  
Region 2 (vjm)**

**Routing #: 19-HA2-XC-00050  
SAP #: 331001919**

**CONTRACT**

**THIS CONTRACT** executed, this *18<sup>th</sup>* day of *October*, 2019, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "State" or "CDOT", and the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation, 30 South Nevada Avenue, Colorado Springs, Colorado, 80903, CDOT Vendor #: 2000015, hereinafter referred to as the "City" or the "Local Agency"; CDOT and the Local Agency individually shall be referred to as "Party", and together shall be referred to as the "Parties."

**RECITALS**

In the future, a new interchange at I-25 and State Highway 21 (SH21), a new segment of SH21 from this new interchange to Voyager Parkway, and SH21 ramps to and from Voyager Parkway, will be constructed in Colorado Springs, Colorado, hereinafter referred to as the "Project"; and

The Parties recognize the importance and benefit to their respective systems by each Party's operation and maintenance of portions of the Project; and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations on the Project (the "Work") as shown, described and depicted in **Exhibit A**; and

Each Party is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this contract; and

Required approval, clearance and coordination have been accomplished from and with appropriate agencies; and

This contract is executed by the State under authority of Sections 43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, 43-2-135 and 43-2-144 C.R.S., as amended; and

The Local Agency agrees by its execution hereof that it is duly authorized to enter into this contract.

**NOW, THEREFORE, it is hereby agreed that:**

I. PROJECT DESCRIPTION

The "Work" under this contract shall consist of the maintenance and operations for the interchange at I-25/SH21 and SH21 from I-25 to Voyager Parkway to be built as part of the Project, and existing Spectrum Loop and Voyager Parkway, in the City of Colorado Springs, Colorado.

II. CDOT COMMITMENTS

A. The State will provide liaison with the City through the State's Region Transportation Director, CDOT Region 2, 5615 Wills Boulevard, Pueblo, Colorado 81008, (719) 562-5568. Said Director will also be responsible for coordinating the State's activities under this contract. State liaison will also be provided through:

Andrew Stecklein, P.E.  
CDOT Region 2 Engineering – North Program  
1480 Quail Lake Loop  
Colorado Springs, Colorado 80906  
719-227-3264  
[andrew.stecklein@state.co.us](mailto:andrew.stecklein@state.co.us)

B. Upon the execution of this contract, CDOT shall accept maintenance responsibility for the portions of the Work identified as CDOT's area of responsibility as shown, described and depicted in **Exhibit A**.

C. By approving said agreement, CDOT grants the City access to enter CDOT ROW to perform maintenance duties. Though a separate access permit will not be required, notification to CDOT of a City approved and CDOT accepted Method of Handling Traffic (MHT) shall be required for work impacting traffic.

III. CITY COMMITMENTS

A. The City will provide liaison with the State through:

Travis W. Easton, P.E.  
Public Works Director, City of Colorado Springs  
Public Works Department  
30 S. Nevada Avenue, Suite 401  
Colorado Springs, Colorado 80901  
719-385-5457  
[teaston@springsgov.com](mailto:teaston@springsgov.com)

B. Upon the execution of this contract, the City shall accept maintenance responsibility for the portions of the Work identified as the City's area of responsibility as shown, described and depicted in **Exhibit A**.

C. The City shall, operate, replace, and make ample provision each year for the maintenance of those portions of the Work identified as the City's area of responsibility, as shown, described and depicted in **Exhibit A**. Such maintenance and operations shall be in accordance with all applicable federal and state statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligations to maintain such improvements.

D. Maintenance services to be performed by the City under this contract shall include the services shown, described and depicted in **Exhibit A**. By approving

said agreement the City grants CDOT access to enter City ROW to perform maintenance duties.

- E. The City shall perform the maintenance services in a satisfactory manner, and in accordance with the terms of this contract, and in accord with CRS §43-2-135, incorporated herein by reference.

#### IV. GENERAL PROVISIONS

- A. This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
- B. To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- C. This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.
- D. Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- E. The term of this contract shall begin the date first above written and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties hereto.
- F. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this contract shall give or allow any such claim or right of action by any other or third person on such contract. It is the express intention of the parties that any person or entity other than the parties receiving services or benefits under this contract be deemed to be an incidental beneficiary only.
- G. The City assures and guarantees that it possesses the legal authority to enter into this contract. The City warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the City to its terms. The person(s) executing this contract on behalf of the City warrants that they have full

authorization to execute this contract.

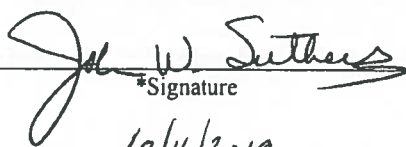

- H. The City may delegate its obligations in Exhibit A; provided, however, that such delegation shall not operate as a release by CDOT of City's obligations hereunder.

**SIGNATURE PAGE**

Agreement Routing Number: 19-HA2-XC-00050

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p><b>THE LOCAL AGENCY CITY OF COLORADO SPRINGS</b></p> <p>Print: <u>John W. Suthers</u></p> <p>Title: <u>Mayor of Colorado Springs</u></p> <p> *Signature</p> <p>Date: <u>10/11/2019</u></p>	<p><b>STATE OF COLORADO Jared S. Polis, GOVERNOR</b></p> <p>Colorado Department of Transportation Shoshana M. Lew, Executive Director</p> <p></p> <p>By: <del>Joshua Lipply, P.E., Chief Engineer</del> <u>Stephen Harelson,</u></p> <p>Date: <u>18 Oct 2019</u></p>
<p>2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>LEGAL REVIEW Phil Weiser, Attorney General</b></p> <p>By: _____</p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

## **EXHIBIT A – SCOPE OF WORK**

### **Scope of Work**

The “Work” under this contract shall consist of maintenance responsibilities between CDOT and the City for structures, landscaping, irrigation, lighting, drainage, graffiti removal and traffic signals constructed on the I-25/SH21 Interchange and SH21 Project in the City of Colorado Springs, as set forth and depicted in **Exhibit A**.

### **Bridges**

#### **CDOT shall be responsible for:**

- All bridges within the Project except for the Spectrum Loop Bridge.

#### **City shall be responsible for:**

- The Spectrum Loop Bridge over SH21. For specific details about the maintenance of this bridge, see the CDOT/City IGA: *Maintenance, Operations and Access – Spectrum Loop Bridge*, CDOT SAP #: 331001571, Routing #: 17-HA2-XC-00066.

### **Roadway**

#### **CDOT shall be responsible for:**

- I-25 associated on & off ramps to and from SH21.
- All of SH21 from I-25 to Voyager Parkway, with the exception of the SH21 guardrail and end anchorages protecting the Spectrum Loop Bridge pier and abutments.
- Snow removal on I-25, on the I-25/SH21 ramps, and on SH21.

#### **City shall be responsible for:**

- All of Spectrum Loop.
- All of Voyager Parkway, including curb & gutter on the SH21 ramps’ curb returns.
- Snow removal on Spectrum Loop and Voyager Parkway.
- Snow removal on the on & off ramps to Voyager Parkway.

### **Landscaping**

#### **CDOT shall be responsible for:**

- All landscaping and irrigation systems in the I-25 and SH21 ROW areas shown in **Exhibit A**.

#### **City shall be responsible for:**

- All landscaping and irrigation systems in the Spectrum Loop and Voyager Parkway ROW areas shown in **Exhibit A**, other than temporary erosion control measures (Best Management Practices or BMPs) and native seeding areas placed as part of the construction of the interchange and SH21. This responsibility includes the cost of water and power.

### **Lighting**

#### **City shall be responsible for:**

- The power for roadway lighting and the cost of power for roadway lighting placed within City limits on the Project and for Spectrum Loop and Voyager Parkway.

### **Traffic Signals**

#### **City shall be responsible for:**

- The replacement of the CDOT-installed traffic signal controller with a City-compatible controller.
- The traffic signals at the SH21 ramp intersections with Voyager Parkway, pursuant to the terms of the existing CDOT/City IGA related to the operation and maintenance of traffic signals (PO#:471001424, Routing #: 20-HA2-ZH-00026).

### **Retaining Walls**

#### **CDOT shall be responsible for:**

- All retaining walls placed on the Project except those associated with the Spectrum Loop Bridge.

#### **The City shall be responsible for:**

- All retaining walls associated with the Spectrum Loop Bridge.
- Any and all retaining walls required for the construction of Spectrum Loop or Voyager Parkway.

### **Graffiti Removal**

#### **CDOT shall be responsible for:**

- Graffiti removal for everything constructed on the Project except the Spectrum Loop Bridge over SH21.

#### **City shall be responsible for:**

- Graffiti removal for the Spectrum Loop Bridge over SH21, including the retaining walls associated with the bridge.

- Graffiti removal for Spectrum Loop and Voyager Parkway.

### **Transient Camps**

#### **City shall be responsible for:**

- Removal of unlawful transient camps from the Project in accordance with and to the extent allowed by laws

### **Drainage**

#### **CDOT shall be responsible for:**

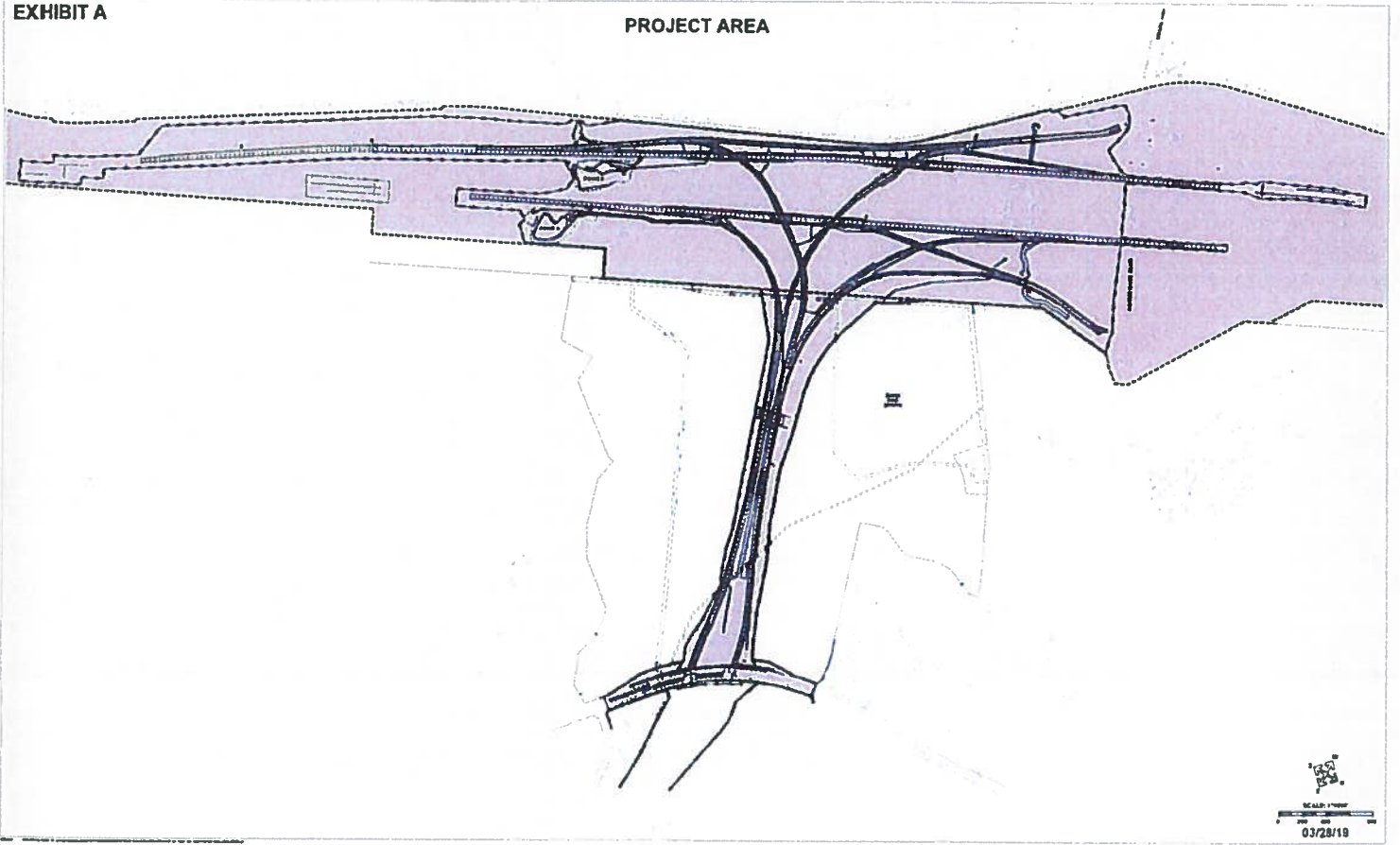
- Drainage installed on the Project for I-25, the I-25/SH21 Interchange and SH21.

#### **City shall be responsible for:**

- Drainage for Spectrum Loop and Voyager Parkway.

EXHIBIT A

PROJECT AREA



SCALE: 1"=100'  
03/28/19

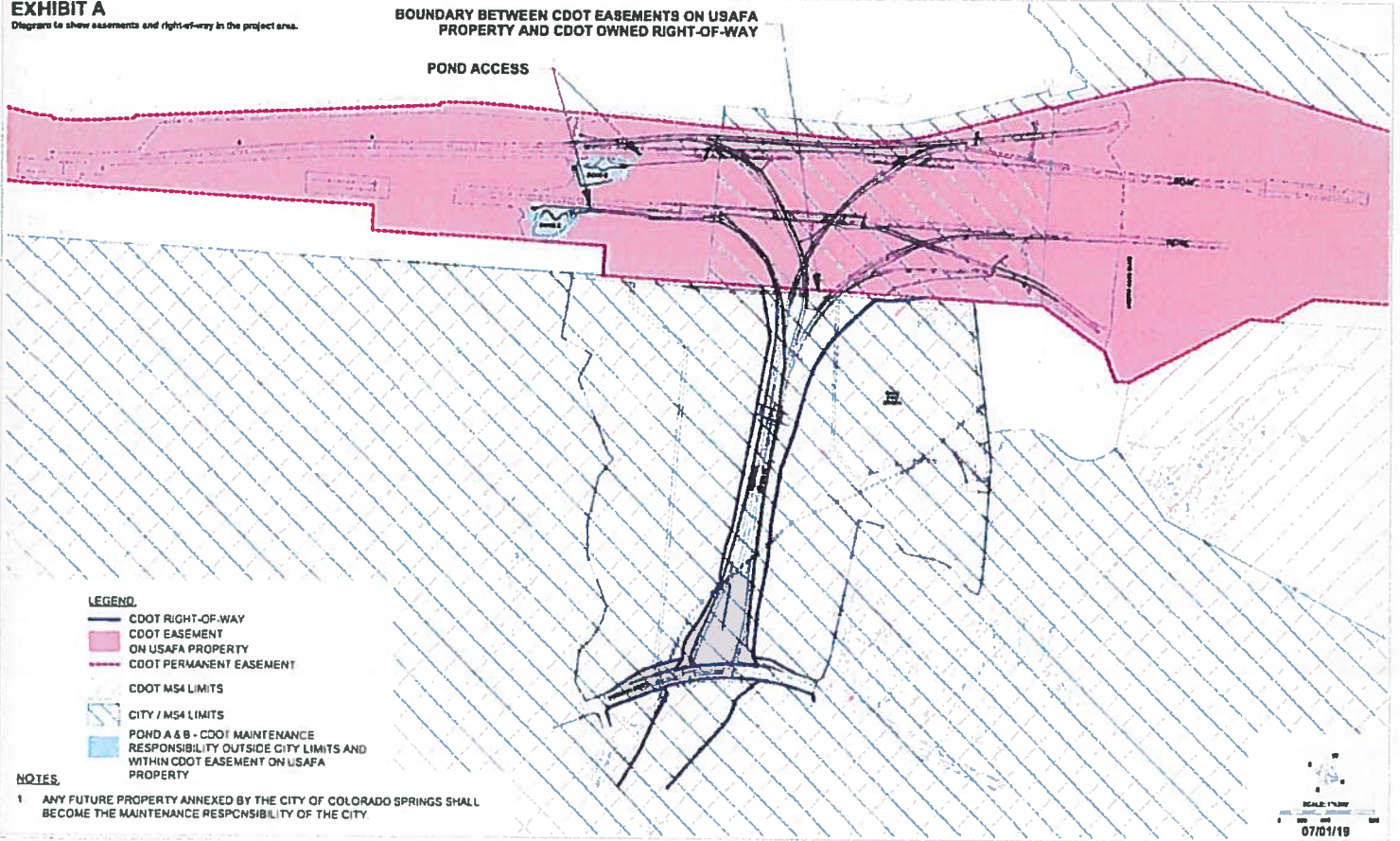


**EXHIBIT A**

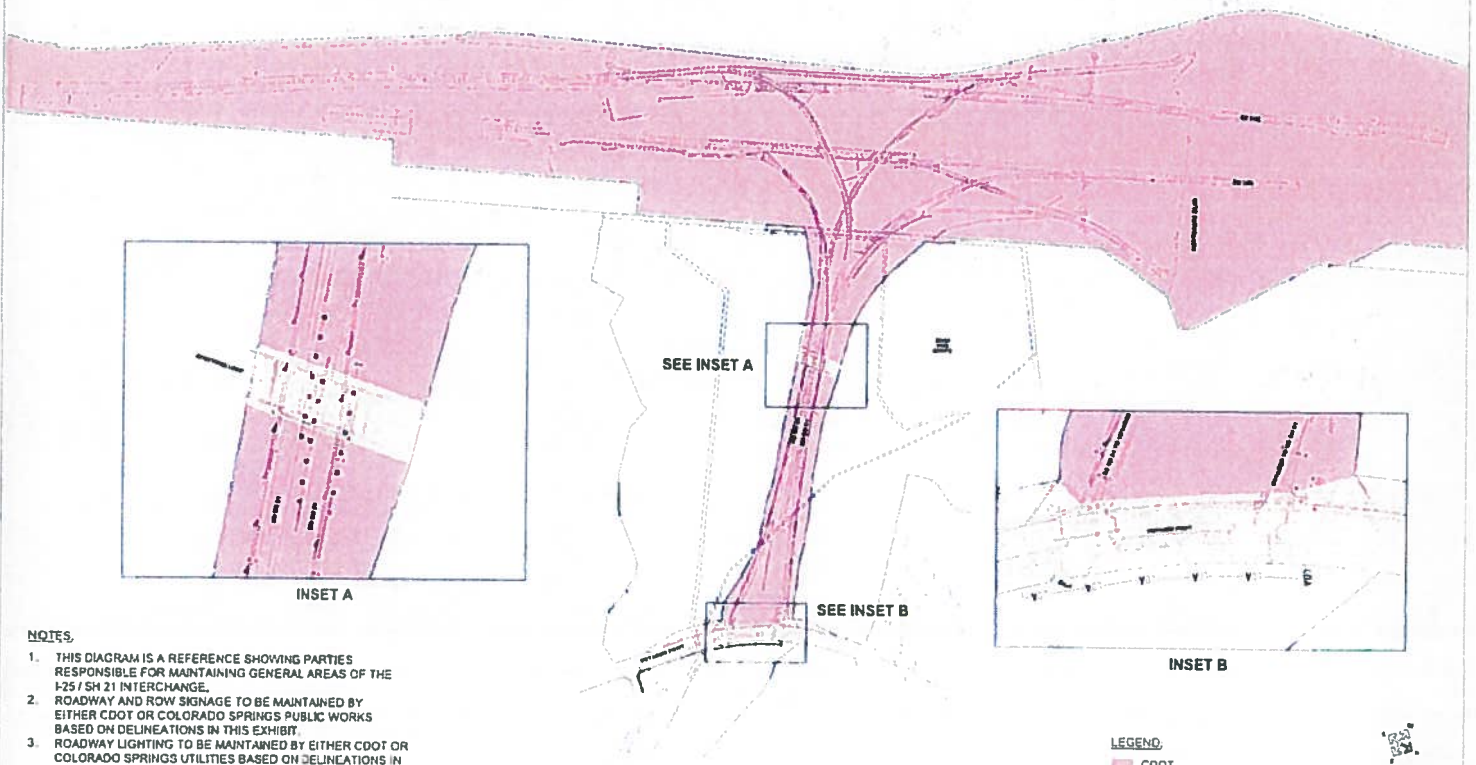
Diagram to show easements and right-of-way in the project area.

**BOUNDARY BETWEEN CDOT EASEMENTS ON USAFA PROPERTY AND CDOT OWNED RIGHT-OF-WAY**

POND ACCESS



**EXHIBIT A**



**NOTES**

1. THIS DIAGRAM IS A REFERENCE SHOWING PARTIES RESPONSIBLE FOR MAINTAINING GENERAL AREAS OF THE I-25 / SH 21 INTERCHANGE.
2. ROADWAY AND ROW SIGNAGE TO BE MAINTAINED BY EITHER CDOT OR COLORADO SPRINGS PUBLIC WORKS BASED ON DELINEATIONS IN THIS EXHIBIT.
3. ROADWAY LIGHTING TO BE MAINTAINED BY EITHER CDOT OR COLORADO SPRINGS UTILITIES BASED ON DELINEATIONS IN THIS EXHIBIT.

**LEGEND**  
CDOT  
COLORADO SPRINGS

