

INTERGOVERNMENTAL AGREEMENT
North Powers Boulevard Project

This INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is made this ____ day of _____, 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 \$_____ (the “**2019 Bonds**”) pursuant to an Indenture of Trust dated as of _____, 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 _____, 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 [name of the contract] between the District and the General Contractor dated _____, 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 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 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 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 Parties.

(iii) If the Parties 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 in accordance with paragraph (ii) above, then within the following five (5) Business Days, the District Representative and the City Representative shall jointly select and engage at the District's cost 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 Parties.

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 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' 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 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: teaston@springsgov.com

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: _____

CITY:

CITY OF COLORADO SPRINGS

By: _____

Travis W. Easton, P.E.

Its: Public Works Director

APPROVED AS TO FORM:

By: _____

Attorney, City Attorney's Office

AUTHORITY (with respect to Section 2 only):

COLORADO SPRINGS URBAN RENEWAL
AUTHORITY

By: _____

Its: _____

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) ¹	Total Amount of Electoral Authorization Applied (including this requisition)	Total Amount of Electoral Authorization Remaining ²
Street Improvements					
Water					
Sanitation					
Traffic and Safety Controls					
Parks and Recreation					
Mosquito Control					
Total					

¹ 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.

² 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

EXHIBIT 4

CDOT/City Maintenance IGA