FACILITIES PAYMENT AGREEMENT

This **FACILITIES PAYMENT AGREEMENT** ("**Agreement**") is made and entered into this ____ day of _____ 2025, being the date executed by the mayor below and being the effective date hereof, by and between **PEAK METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**") and the **CITY OF COLORADO SPRINGS**, a Colorado municipal corporation and home rule city by and through its enterprise, the **COLORADO SPRINGS MUNICIPAL AIRPORT** (the "**City**"). The District and City may be referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. The City owns certain real property located in the City of Colorado Springs, Colorado and is developing thereon a phased mixed-use commercial development commonly known as Peak Innovation Park (the "**Project**").

B. The Project is within the boundaries and/or service area of the District.

C. The District operates in accordance with the authority, and subject to the limitations, of a Consolidated Service Plan for Peak Metropolitan District Nos. 1-3 approved by the City Council of the City on August 28, 2018, as amended on February 12, 2019, and further amended on March 22, 2022 (as the same may be amended or restated from time to time, the "**Service Plan**").

D. The Service Plan authorizes the District to construct, acquire and install public improvements, including water, sanitation, safety protection, park and recreation, public transportation, and mosquito control improvements and other facilities and services (collectively, the "**Public Improvements**"), which benefit property within the District's boundaries and/or service area, which include portions of the Project.

E. The City is undertaking construction and contracting for the construction of certain drainage facilities ("**51 Acre Improvements**") benefitting the Project and necessary for the development of the Project, to be located on the 51 acres, more or less, of properties identified by El Paso County Tax Schedule Numbers 5500000451 and 6512100001 (the "**Property**");

F. Because the 51 Acre Improvements will benefit the Project served by the District, the City has requested the District to make payments to the City for the 51 Acre Improvements and related costs, including but not limited to, all costs of design, testing, engineering, acquisition, construction, related consultant fees, and construction management ("**Construction Costs**"), based upon and in compliance with the terms of this Agreement.

G. On March 23, 2021, District 1 issued its $38,495,000 Limited Tax General Obligation Bonds, Series 2021A Bonds and $4,955,000 Subordinate Limited Tax General Obligation Bonds, Series 2021B Bonds, and may issue additional bonds (the "**Bonds**"), the proceeds of which may be utilized in part to pay the City for the Construction Costs in accordance herewith

H. The District and the City desire to set forth the rights, obligations, and procedures for the District to pay the City for Construction Costs related to the 51 Acre Improvements, as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Construction of 51 Acre Improvements.

(a) The City agrees to construct and complete the 51 Acre Improvements in full conformance with the signed construction plans identified on **Exhibit A** ("**Plans and Specifications**"). In furtherance of the purposes of the District as expressed in the Service Plan, this Agreement shall provide a means by which the District may make payment to the City for Certified Construction Costs, as defined herein. If the District so requests, the City shall provide periodic reports on the status of completion and costs of the 51 Acre Improvements.

(b) The City must obtain the District's prior approval of any material deviation from or modification to the Plans and Specifications, including but not limited to as a result of any warranty work ("**Material Scope Change**"). In the event of any proposed Material Scope Change, the City shall provide written notice to the District. The District shall have ten (10) working days to object in writing to the proposed Material Scope Change. Upon receipt of a written objection, if the Parties are unable to agree on a resolution of the Material Scope Change to the satisfaction of both Parties within ten (10) working days after receipt of such written objection, then the Expedited Dispute resolution process set forth in Section 1.(c) below may be invoked by either District. Failure of the District to object to a proposed Material Scope Change as required and in the time periods set forth in this paragraph shall be deemed an approval of such changes.

(c) Notwithstanding anything to the contrary herein, disputes related to Material Scope Changes ("**Expedited Disputes**") shall all be resolved by having each party appoint an engineer with technical knowledge regarding the disputed matter and the appointed engineers will agree upon a third engineer to make the final determination, which shall be binding on the Parties.

2. Construction Contract Requirements. Any construction contract for all or any portion of the 51 Acre Improvements shall require the contractor and/or the City to provide a warranty for the period of time between initial acceptance and final acceptance of the 51 Acre Improvements by the appropriate accepting jurisdiction, together with payment and performance bonds, in a form required by the City.

3. Certification of Construction Costs. The Parties hereby agree that a condition precedent to the District's obligation to provide payment to the City for Construction Costs associated with the 51 Acre Improvements shall be the District's receipt of a written certification ("**Engineer's Certification**") of an independent engineer engaged by the District ("**Independent Engineer**") that the improvements that are the subject of the City Application for Certification (defined below) are Public Improvements authorized under the Service Plan and Colorado law, and that the Construction Costs for the 51 Acre Improvements are reasonable and comparable to

the costs of similar Public Improvements constructed in and around the area of Colorado Springs. Such Independent Engineer's determination shall be conclusive regarding the amount of Construction Costs the District shall be obligated to pay the City under this Agreement ("**Certified Construction Costs**"), notwithstanding the fact that the actual Construction Costs incurred by the City may exceed the Certified Construction Costs. For these purposes, the City shall cooperate and use commercially reasonable efforts to provide the following information and documentation to the District and the Independent Engineer in order that the Engineer's Certification may be prepared ("**City Application for Certification**"):

(a) Copies of all contracts, pay requests, change orders, invoices, and any other requested documentation to verify the amount of Construction Costs requested;

(b) Confirmation and any reasonable evidence requested by the District from the City to ensure no duplication in payment of Construction Costs; and

(c) Such other documentation, records and verifications as may reasonably be required by the District for the purposes of certifying Construction Costs.

A form of the City Application for Certification is attached hereto as **Exhibit B**. Further, the City will permit the District and its designees access to the construction site of the 51 Acre Improvements at reasonable times for periodic inspection after appropriate notice as may be necessary in association with the Independent Engineer's review of any City Application for Certification.

4. Project Budget. The Parties agree that the budget and cost estimate attached hereto as **Exhibit C**, includes a reasonable estimate of all design, engineering, geotechnical engineering, construction, management, and a contingency amount associated with construction and installation of the 51 Acre Improvements (the "**Draft Project Budget**"). The Parties agree that the City will provide the District with a final budget (the "**Final Project Budget**") and with any modifications or changes to the Final Project Budget as they may occur.

5. Payment of Certified Construction Costs.

(a) The City shall provide a City Application for Certification no more frequently than monthly, in accordance with the schedule set forth on Exhibit B. Each City Application for Certification shall be reviewed by the District and the District's Independent Engineer within thirty (30) days after the City's submittal. The District shall make payment to the City of any approved Certified Construction Costs within fifteen (15) days after the District's approval ("**District Payment Date")** to reimburse, or provide for payment of, Certified Construction Costs. The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District's Independent Engineer. Subject to all other applicable provisions hereof, the District agrees to pay the City for Certified Construction Costs up to a maximum amount of One Million Five Hundred Thousand Dollars ($1,500,000.00) ("**Maximum Payment Amount**"), unless otherwise agreed to in writing by the Parties. Simple interest shall accrue, after the District Payment Date, on amounts reimbursable to the City under this Agreement, until paid, at the rate of eight percent (8%) per annum. The City and the District acknowledge the

existence of limitations on the District's ability to make such payments as a result of the Service Plan.

(b) The District agrees, as of the date hereof it has sufficient proceeds as a result of issuance of the Bonds to pay the City for the 51 Acre Improvements up to the Maximum Payment Amount and has appropriated funds up to the Maximum Payment Amount. It is hereby agreed and acknowledged that this Agreement evidences an intent to pay the City hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any payment hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, the City agrees and consents to all of the limitations with respect to payment due hereunder and in the District's Service Plan.

(c) The City agrees to provide the District with conditional or, to the extent paid, unconditional lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District. Upon final payment, unconditional lien waivers, if not already furnished to the District with a City Application for Certification, will be provided to the District and to the District's Independent Engineer.

6. Release. The City shall use all commercially reasonable efforts to complete construction of the 51 Acre Improvements so the release by Cygnet Land, LLC ("**Cygnet**") in that certain General Release and Settlement Agreement among the Districts, the City, Cygnet, UFCS Airport, LLC, and Urban Frontier, LLC dated _____, 2025 ("**Release Agreement**") arises and the District, Peak Metropolitan District No. 2 and Peak Metropolitan District No. 3 (collectively, the "**Districts**") receive the release from Cygnet thereunder. Upon payment of the "**Final Payment Amount,**" which shall be the earlier of (a) the date on which the full Maximum Payment Amount has been paid by the District to the City, or (b) the date the City receives final acceptance and/or notice of final completion of the 51 Acre Improvements from the City, or (c) the City fails to perform or stops the construction of the 51 Acre Improvements, to the extent permitted by law and in the event the Districts are subject to any further claims or demands related to damage or injury to the properties identified at El Paso County Tax Schedule Numbers 5500000451 and 6512100001, the City will defend, indemnify, and hold the Districts harmless from such claims or demands, up to a maximum amount of One Million Five Hundred Thousand Dollars ($1,500,000.00).

7. Term; Repose. In the event the District has not paid the City and/or paid any portion of the Certified Construction Costs by December 31, 2055, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full, unless the City has requested an extension of such term of repose prior thereto.

8. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed

email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:	Peak Metropolitan District No. 1 450 East 17th Avenue, Suite 400 Denver, CO 80203 Phone: 303-592-4380 Attention: Megan Becher Email: legalnotices@specialdistrictlaw.com
To City:	City of Colorado Springs 30 South Nevada Avenue, Suite 604 Colorado Springs, CO 80901 Attention: Troy Stover Email: troy.stover@coloradosprings.gov
With a Copy To:	Office of the City Attorney 30 South Nevada Avenue, Suite 501 Colorado Springs, CO 80901 Attention: Caitlin Moldenhauer Email: caitlin.moldenhauer@coloradosprings.gov

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

9. Assignment. No Party shall assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

10. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

11. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

12. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of El Paso, Colorado.

13. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

14. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

15. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

17. Incorporation of Exhibits. All exhibits described in and attached to this Agreement are herein incorporated by reference.

18. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

19. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the City unless the same is in writing and duly executed by the Parties hereto.

20. No Waiver of Immunity. The Parties specifically do not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, C.R.S. § 24-1-101 *et seq.*, as now written or hereafter amended.

SIGNATURE PAGES FOLLOW

**[SIGNATURE PAGE 1 OF 2 TO
FACILITIES PAYMENT AGREEMENT]**

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

DISTRICT:

PEAK METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Garrett Baum, President

ATTEST:

_____
Secretary or Assistant Secretary

[SIGNATURE PAGE 2 OF 2 TO
FACILITIES PAYMENT AGREEMENT]

CITY:

CITY OF COLORADO SPRINGS, a Colorado municipal corporation and home rule city by and through its enterprise, the COLORADO SPRINGS MUNICIPAL AIRPORT

By:_____
Blessing A. Mobolade, Mayor

Approved by Resolution _____

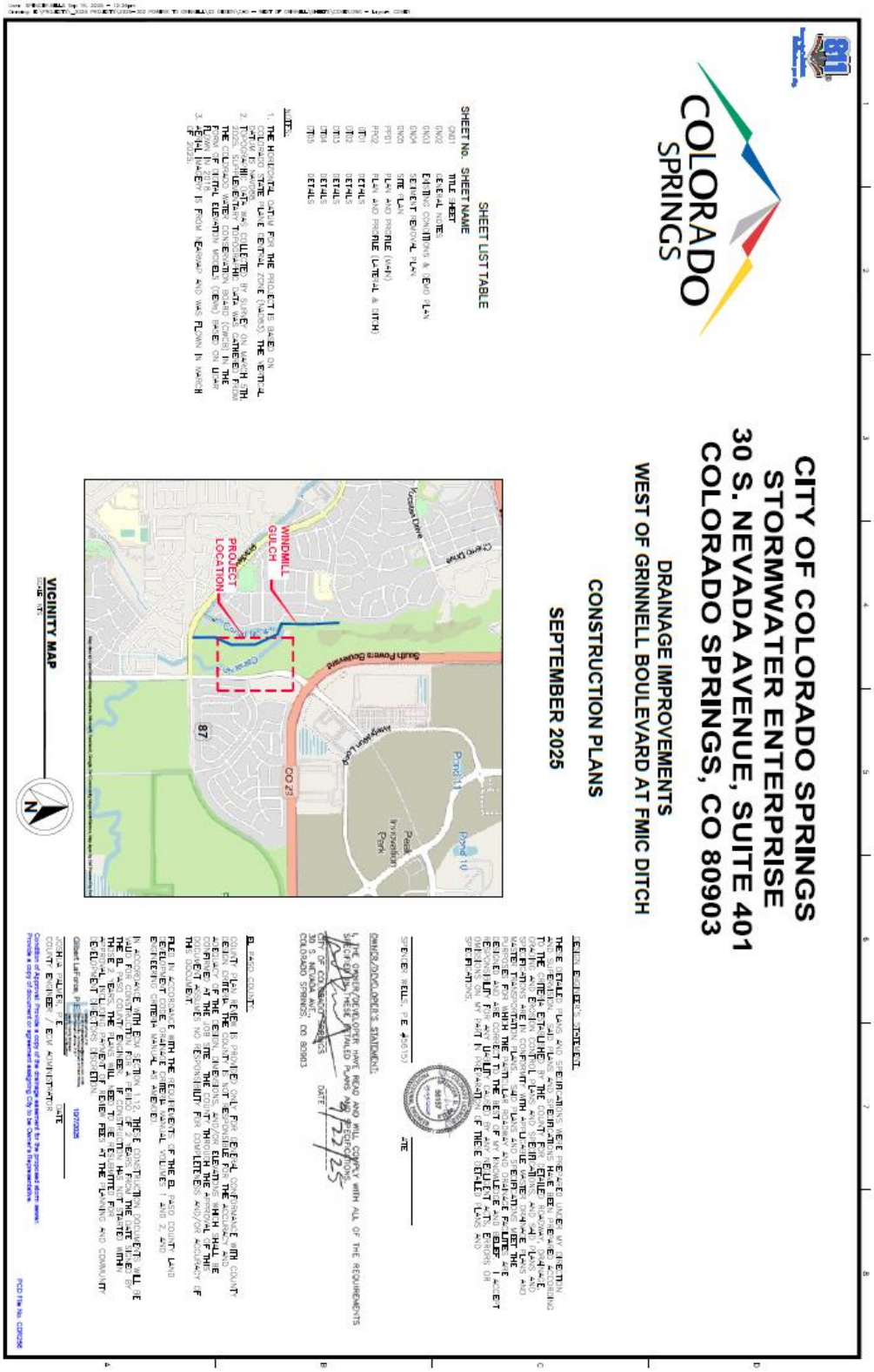
ATTEST:

_____

APPROVED AS TO FORM:

_____
Office of the City Attorney

EXHIBIT A


CITY OF COLORADO SPRINGS
STORMWATER ENTERPRISE
30 S. NEVADA AVENUE, SUITE 401
COLORADO SPRINGS, CO 80903
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BOULEVARD AT FMIC DITCH
CONSTRUCTION PLANS
SEPTEMBER 2025
SHEET LIST TABLE
SHEET No. SHEET NAME
CN01 TITLE SHEET
CN02 GENERAL NOTES
CN03 EXISTING CONDITIONS & GRADING PLAN
CN04 SEDIMENT REMOVAL PLAN
CN05 SITE PLAN
PR01 PLAN AND PROFILE (W-E)
PR02 PLAN AND PROFILE (W-E & DITCH)
DT01 DETAILS
DT02 DETAILS
DT03 DETAILS
DT04 DETAILS
DT05 DETAILS
NOTES:
1. THE HORIZONTAL DATUM FOR THE PROJECT IS BASED ON COLORADO STATE PLANE (SOUTHERN ZONE) (NAD83). THE VERTICAL DATUM FOR THE PLANE (SOUTHERN ZONE) (NAVD88). THE VERTICAL DATUM WAS COLLECTED BY SURVEY ON MARCH 5TH 2025. SURVEY DATA WAS GATHERED FROM THE CONSTRUCTION PLANS (BASED ON NAD83) IN THE PROJECT VICINITY. THE VERTICAL DATUM WAS GATHERED FROM THE CONSTRUCTION PLANS (BASED ON NAVD88) IN THE PROJECT VICINITY.
3. VERTICAL ACCURACY IS FROM NEAREST AND WAS FLOWN IN MARCH OF 2025.
Pond 11
Pond 10
Kissian Drive
South Powers Boulevard
Hungarian Lake
Pond 9
Pond 8
Invocation Park
CO 25
WINDMILL GULCH
PROJECT LOCATION
87
VICINITY MAP
SCALE: NTS
N
SEDIMENT WELLS, P.E. #35150
DATE
OWNER/APPLICANT'S STATEMENT:
I, THE OWNER/DEVELOPER HAVE READ AND WILL COMPLY WITH ALL OF THE REQUIREMENTS SPECIFIED IN THIS DRAINAGE PLAN AND STORMWATER QUALITY REPORT.
CITY OF COLORADO SPRINGS
30 S. NEVADA AVE, SUITE 401
COLORADO SPRINGS, CO 80903
DATE
EL PASO COUNTY:
COUNTY PLAN REVIEW IS PROVIDED ONLY FOR GENERAL CONFORMANCE WITH COUNTY DESIGN CRITERIA. IF THE PLAN IS LATER FOUND TO BE IN VIOLATION OF ANY OF THE COUNTY DESIGN CRITERIA, IT MUST BE REVISED TO COMPLY. THE PLAN APPROVAL DOES NOT VIOLATE OR CANCEL ANY PROVISION OF COUNTY POLICY, STATE OR FEDERAL LAW. IN ADDITION, THE COUNTY THROUGH THE APPROVAL OF THIS DOCUMENT ASSUMES NO RESPONSIBILITY FOR COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
IN ACCORDANCE WITH THE REQUIREMENTS OF THE EL PASO COUNTY LAND DEVELOPMENT CODE DRAINAGE CRITERIA MANUAL VOLUMES 1 AND 2, AND ENGINEERING CRITERIA MANUAL AS AMENDED:
IN ACCORDANCE WITH ECM SECTION 1.12.2, THE ENGINEER OF THE RECORD WILL BE THE EL PASO COUNTY ENGINEER IF CONSTRUCTION HAS NOT STARTED WITHIN THE 2 YEARS. THE PLANS WILL BE TO BE RESUBMITTED FOR REVIEW AND COMMUNITY DEVELOPMENT FEES AT THE TIME OF REVIEW.
Gilbert LaForce, P.E.
10/7/2025
DATE
COUNTY ENGINEER / ECM ADMINISTRATOR
Condition of Approval: Provide a copy of the drainage easement for the proposed storm sewer.
Provide a copy of document of agreement assigning City to be Owner's Representative.
PCD File No. CDR206

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE EL PASO COUNTY STANDARD GRADING AND EROSION CONTROL PLAN NOTES, THE MOST RECENT EDITION OF THE UNIFORM BUILDING CODE, AND THE MOST RECENT EDITION OF THE NATIONAL ELECTRICAL CODE.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL WORK IN A SAFE MANNER IN ACCORDANCE WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, RULES AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
3. NO REAL, PERSONAL, OR MIXED PROPERTY SHALL BE WITHDRAWN FROM THE PROJECT SITE.
4. SUBMITTALS SHALL BE REQUIRED FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
5. TRUTH LINE SHOWN ON THE LANDSCAPE PLAN SHALL BE DEFINED AS THE BOTTOM OF THE TRUNK OF THE TREE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL TRUNKS, BRANCHES, STUMPS, ROOTS, AND OTHER DEBRIS.
6. THE CONTRACTOR SHALL CONTACT THE TRUNK NOTIFICATION SERVICE AT LEAST TWO WORKING DAYS PRIOR TO ANY EXCAVATION OR DEMOLITION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY UTILITIES DAMAGED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL DETERMINE AND VERIFY ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES AND UTILITY DIRECTORS SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO ANY DISTURBANCE OF THEIR FACILITIES OR PROPERTY.
8. EXCAVATION AT AND NEAR EXISTING UTILITIES SHALL BE DONE BY HAND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING UTILITIES.
9. IN SPITE OF THE PROPOSED GRADING OF CONSTRUCTION, EXISTING DRAINAGE FLOW SHALL BE MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF TEMPORARY DRAINAGE FACILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE ABSENCE OF THESE FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROPERTY OF OTHERS.
10. THE CONTRACTOR SHALL CONTACT THE CITY TRAFFIC CONTROL DIVISION AT LEAST TWO WORKING DAYS PRIOR TO ANY CONSTRUCTION.
11. THE HORIZONTAL REFERENCE FOR THE LIMIT OF THE PROJECT, WHERE NOT OTHERWISE SPECIFIED, SHALL BE THE EXISTING RIGHT-OF-WAY LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, CURB AND GUTTER, SIDEWALK, FENCES, AND TREES.
12. THE CONTRACTOR SHALL LIMIT HIS WORK TO THE PROJECT RIGHT-OF-WAY AND EASEMENTS. ANY DAMAGE TO PROPERTY OUTSIDE THE PROJECT RIGHT-OF-WAY OR EASEMENTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
13. ALL CONSTRUCTION STAKES SHALL BE PROVIDED BY A REGISTERED PROFESSIONAL ENGINEER, OR A REGISTERED PROFESSIONAL LAND SURVEYOR.
14. ALL WORK SHALL BE CONDUCTED, THE LIMITS OF THE PROJECT, WHERE NOT OTHERWISE SPECIFIED, SHALL BE THE EXISTING RIGHT-OF-WAY LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
15. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF COLORADO SPRINGS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST TWO WORKING DAYS PRIOR TO ANY CONSTRUCTION.
16. THE ENGINEER SHALL BE NOTIFIED WITHIN 24 HOURS PRIOR TO THE COMMENCEMENT OF WORK.
17. THE CONTRACTOR SHALL LIMIT CONSTRUCTION WITHIN THE PROJECT TO THE AREA WITHIN THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN. THE LAND OUTSIDE THE LIMIT OF PROJECT SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE. EXCEPTIONS TO THIS MUST BE APPROVED BY THE ENGINEER.
18. THE CONTRACTOR SHALL PROTECT THE EXISTING CONDITIONS OF THE AREA OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, DURING CONSTRUCTION WITHIN THE PROJECT LIMITS AND CLEANUP.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
20. ALL TREE REMOVAL SHALL BE DONE IN ACCORDANCE WITH THE CITY CODE.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
22. THE MOST RECENT EDITION OF THE UNIFORM TRAFFIC CONTROL MANUAL SHALL BE USED FOR THE PROTECTION OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ADEQUATE SIGNS, BARRICADES, FLAGMEN, LIGHTS AND OTHER MEASURES TO PROTECT THE PUBLIC.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.

EL PASO COUNTY STANDARD GRADING AND EROSION CONTROL PLAN NOTES

1. THE CONTRACTOR SHALL CONTROL DUST, THE BLOWING OF DEBRIS AND OTHER ELEMENTS ON ALL EXISTING AND CONSTRUCTED SURFACES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE RESULTING FROM THE ABSENCE OF THESE FACILITIES.
2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFETY FENCING AND LANDSCAPE BERMS TO PROTECT THE PUBLIC DURING CONSTRUCTION.
3. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
4. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
5. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFETY FENCING AND LANDSCAPE BERMS TO PROTECT THE PUBLIC DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO THE PROJECT DURING CONSTRUCTION.
7. EARTHWORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFETY FENCING AND LANDSCAPE BERMS TO PROTECT THE PUBLIC DURING CONSTRUCTION.
9. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
10. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
11. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
12. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
13. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
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16. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
17. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
18. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
19. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS, THE CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL, THE CITY OF COLORADO SPRINGS STANDARD DETAILS, AND THE CITY OF COLORADO SPRINGS ORDINANCE.
20. ALL DISTURBANCE OUTSIDE THE LIMIT OF PROJECT, WHERE NOT OTHERWISE SHOWN, SHALL BE RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.

EARTHWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
2. ALL SOIL LIFTS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
3. ALL SOIL LIFTS SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.

BENCHMARK AND SURVEY CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.

TRAFFIC GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
5. ALL TRAFFIC CONTROL DEVICES AND TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS.
6. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC CONTROL DIVISION AT LEAST TWO WORKING DAYS PRIOR TO ANY CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.

NPDES DRAINAGE WATER QUALITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
2. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
5. ALL TRAFFIC CONTROL DEVICES AND TRAFFIC CONTROL SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY EXISTING IMPROVEMENTS.

PROJECT ENGINEER		REVISIONS		BY	DATE
REVIEWED BY					
DESIGNED BY					
DRAWN BY					
PROJECT MANAGER					

VERIFY SCALES
BARS ARE 1/2 IN WIDE ON ORIGINAL DRAWING
IF NOT ONE INCH ADJUST SCALES ACCORDINGLY

COLORADO SPRINGS

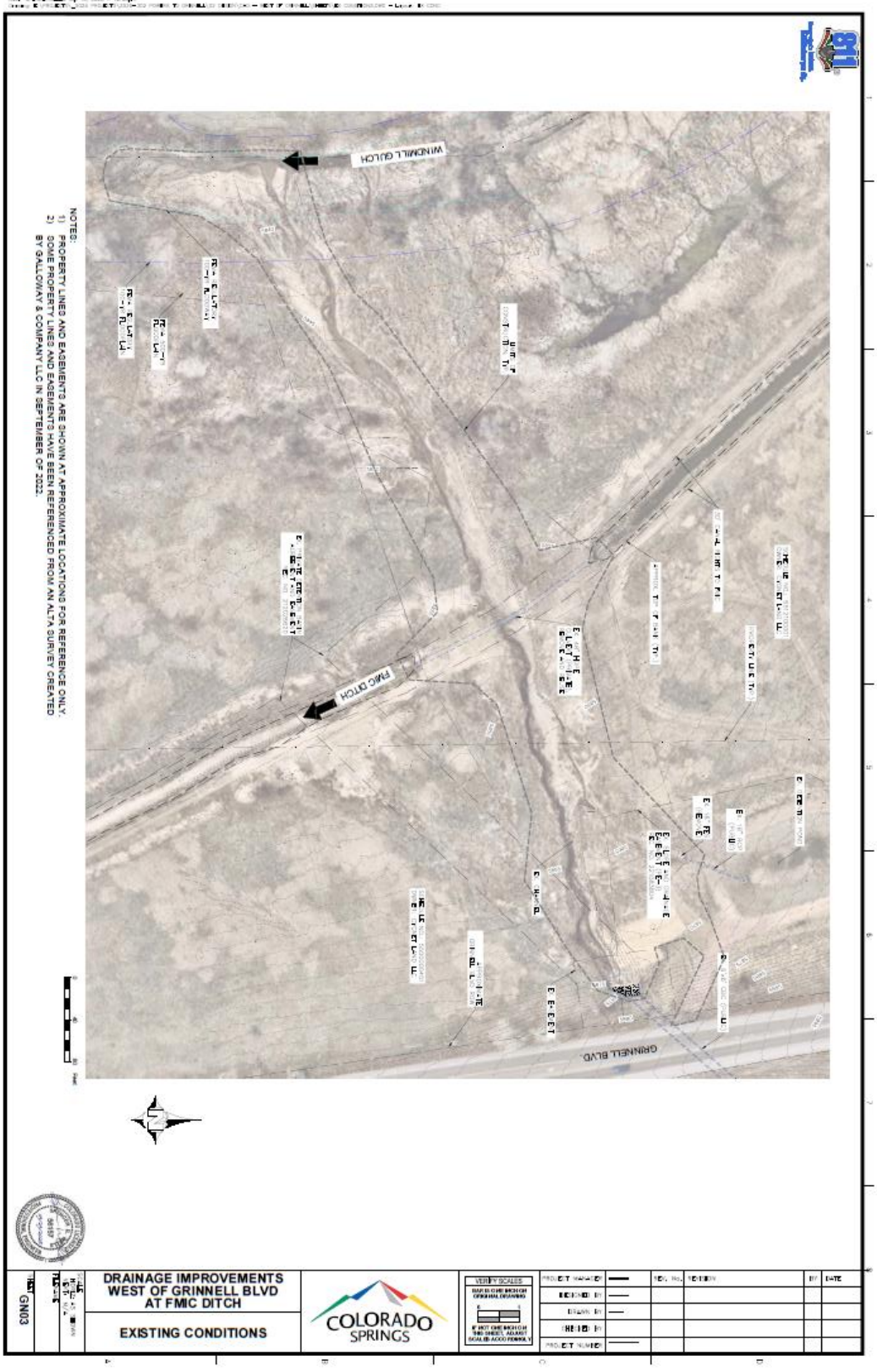
DRAINAGE IMPROVEMENTS WEST OF GRINNELL BLVD AT FMC DITCH

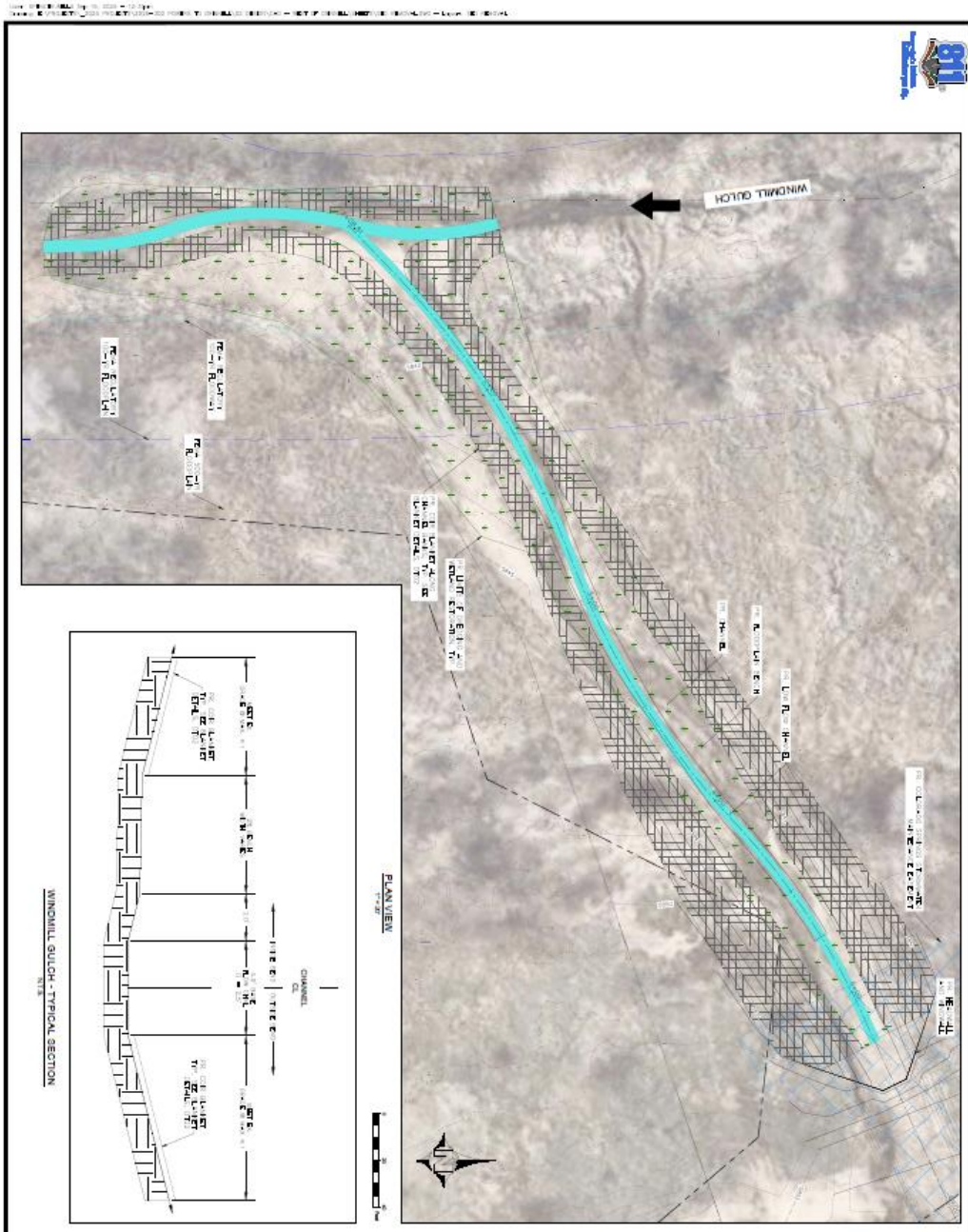
GENERAL NOTES

SCALE: HORIZ. AS SHOWN
VERT. N/A

FILE NAME: CONTSHEETS

SHEET GN02


WINDMILL GULCH
FMC DITCH
GRINNELL BLVD.
NOTES:
1) PROPERTY LINES AND EASEMENTS ARE SHOWN AT APPROXIMATE LOCATIONS FOR REFERENCE ONLY.
2) SOME PROPERTY LINES AND EASEMENTS HAVE BEEN REFERENCED FROM AN ALTA SURVEY CREATED BY GALLOWAY & COMPANY LLC IN SEPTEMBER OF 2022.
DRAINAGE IMPROVEMENTS WEST OF GRINNELL BLVD AT FMIC DITCH
EXISTING CONDITIONS
COLORADO SPRINGS
VERIFY SCALES
GN03



NOTES:

1) SEDIMENT REMOVAL AND WETLAND RESTORATION SHALL NOT BE COMPLETED UNTIL ALL PERMITS FROM USACE AND CDPHE HAVE BEEN OBTAINED.

2) SEDIMENT REMOVAL AND WETLAND RESTORATION IS INTENDED TO REESTABLISH THE CHANNEL WITHIN WINDMILL GULCH TO PRE-EROSION CONDITION. LIMITS OF RESTORATION AND TYPICAL CROSS SECTION ARE PROVIDED AS AN APPROXIMATE GUIDE. THE ENGINEER SHALL BE CONSULTED BEFORE WORK BEGINS IN THE CHANNEL.

3) OPEN CHANNEL IMPROVEMENTS WITHIN GRINNELL CHANNEL AND WINDMILL GULCH SHALL BE MAINTAINED BY PROPERTY OWNER.

REV. No.	REVISION	BY	DATE

PROJECT MANAGER
ENGINEER
DRAWN BY
CHECKED BY
PROJECT NUMBER

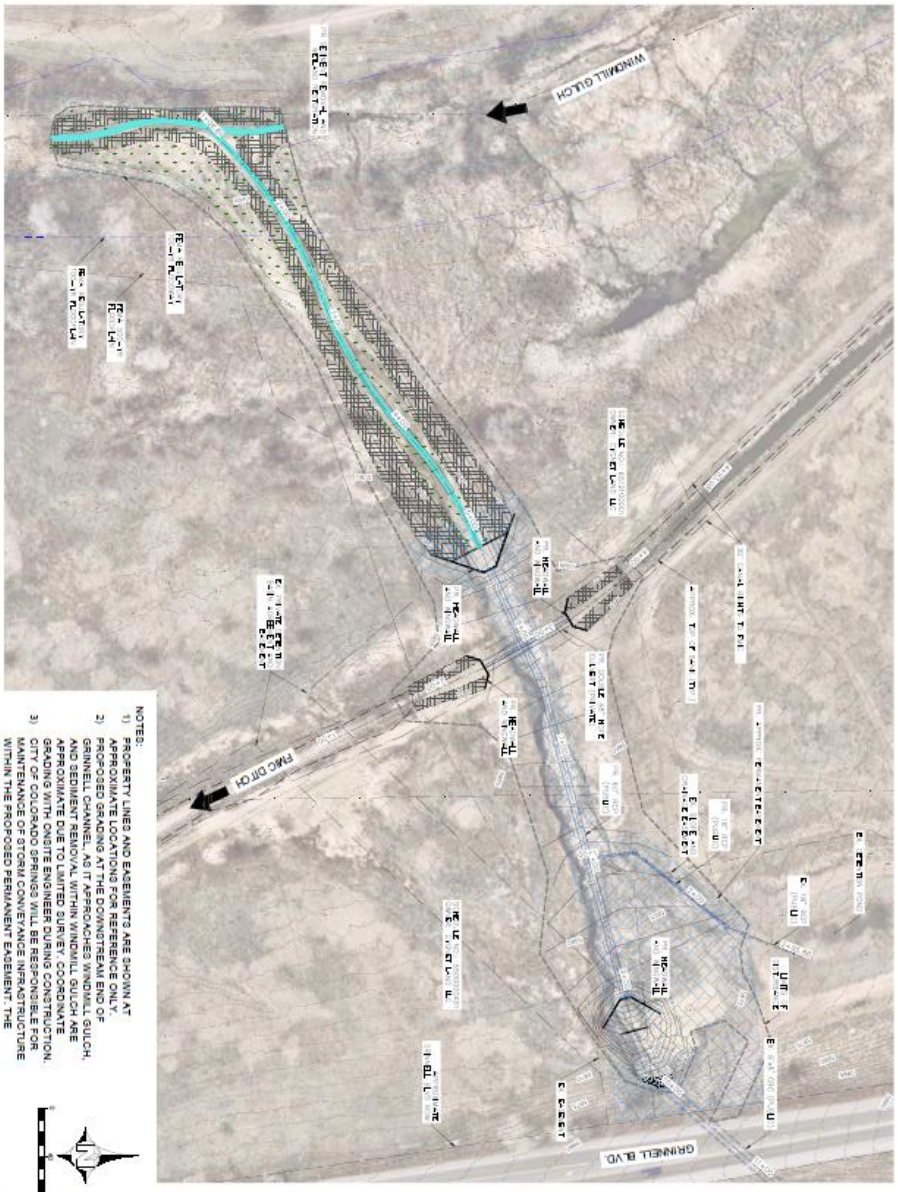
VERIFY SCALES

COLORADO SPRINGS

DRAINAGE IMPROVEMENTS WEST OF GRINNELL BLVD AT FMIC DITCH

SEDIMENT REMOVAL PLAN

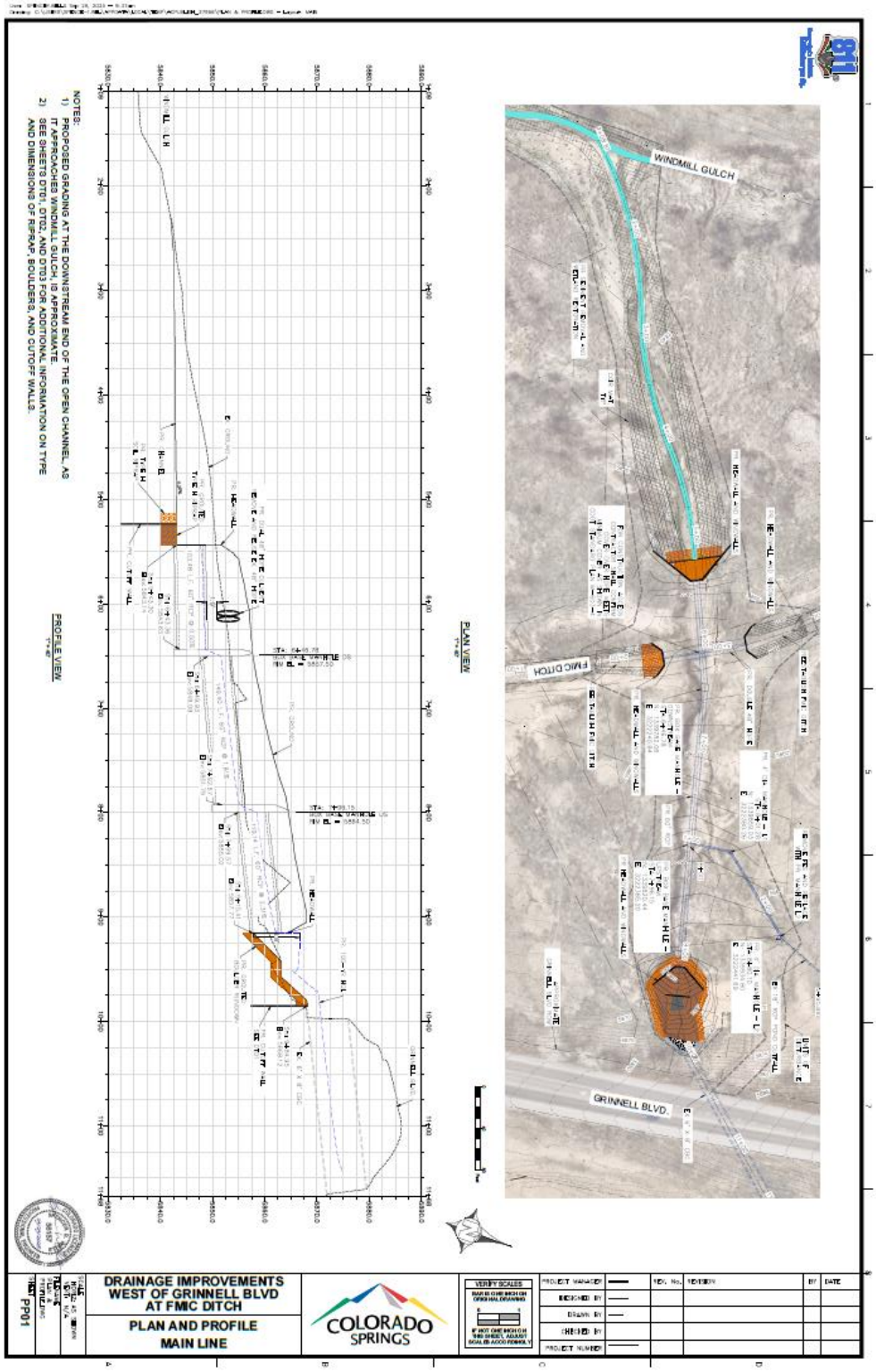
GN04

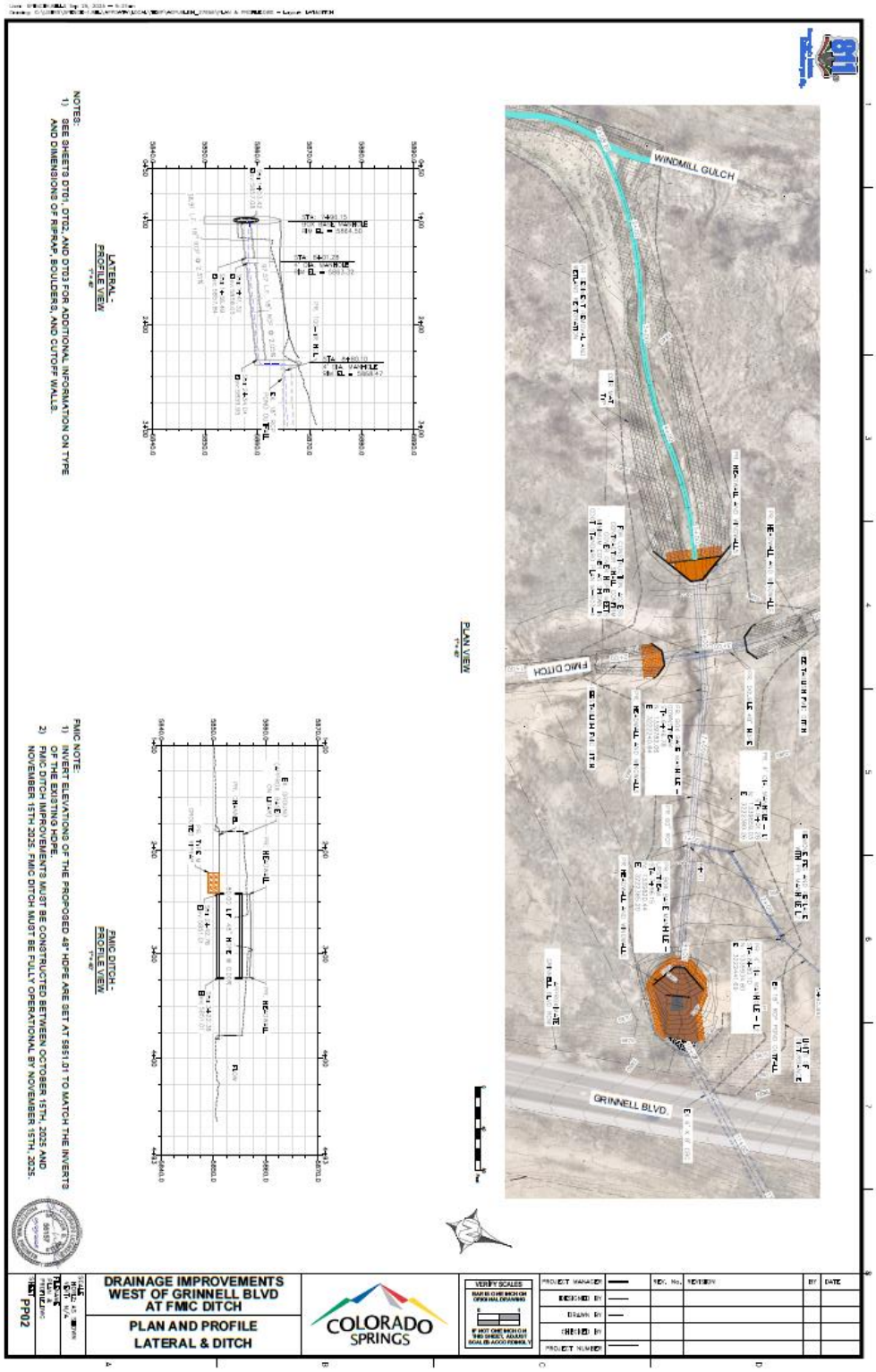


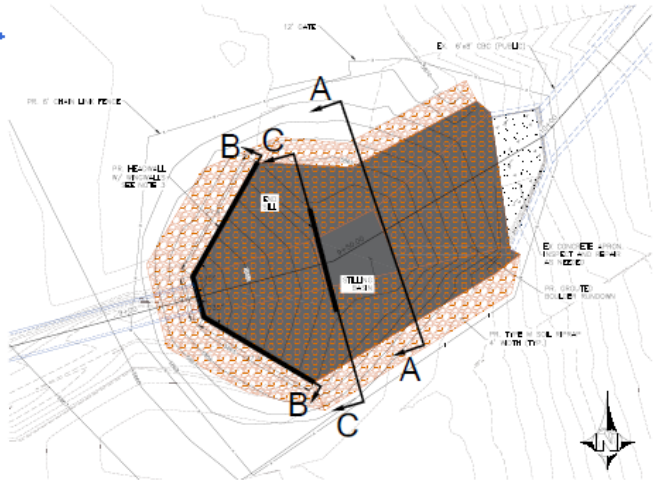
NOTES:

1) PROPERTY LINES AND EASEMENTS ARE SHOWN AT APPROXIMATE LOCATIONS FOR REFERENCE ONLY.
2) PROPOSED GRADING AT THE DOWNSTREAM END OF GRINNELL CHANNEL, AS IT APPROACHES WINDMILL GULCH, AND SEDIMENT REMOVAL WITHIN WINDMILL GULCH ARE APPROXIMATE DUE TO LIMITED SURVEY. COORDINATE GRADING WITH ONSITE ENGINEER DURING CONSTRUCTION.
3) CITY OF COLORADO SPRINGS WILL BE RESPONSIBLE FOR MAINTENANCE OF DRAINAGE STRUCTURE WITHIN THE PROPOSED PERMANENT EASEMENT. THE PROPERTY OWNER WILL BE RESPONSIBLE FOR MAINTENANCE OUTSIDE OF THE CITY STORM WATER EASEMENT INCLUDING THE OPEN CHANNEL SWALE TO TIE INTO WINDMILL GULCH.

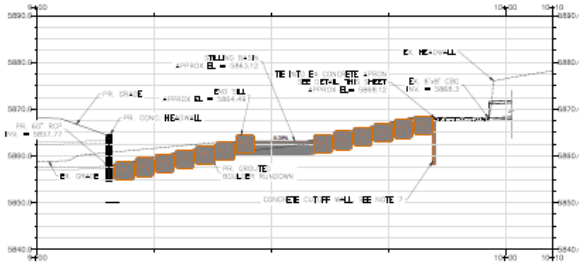
GN05	DRAINAGE IMPROVEMENTS WEST OF GRINNELL BLVD AT FMIC DITCH	COLORADO SPRINGS	VERIFY SCALES	REV. No.	REVISION
	SITE PLAN				


WINDMILL GULCH
FMIC DITCH
GRINNELL BLVD.
PLAN VIEW
1"=40'
PROFILE VIEW
1"=40'
NOTES:
1) PROPOSED GRADING AT THE DOWNSTREAM END OF THE OPEN CHANNEL AS IT APPROACHES WINDMILL GULCH IS APPROXIMATE
2) SEE SHEETS DT01, DT02, AND DT03 FOR ADDITIONAL INFORMATION ON TYPE AND DIMENSIONS OF RIPRAP, BOULDERS, AND CUTOFF WALLS.
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH
PLAN AND PROFILE
MAIN LINE
COLORADO SPRINGS
VERIFY SCALES
PROJECT MANAGER
DESIGNED BY
DRAWN BY
CHECKED BY
PROJECT NUMBER
REV. No.
REVISION
BY
DATE
DT01


WINDMILL GULCH
FMIC DITCH
GRINNELL BLVD.
PLAN VIEW
LATERAL - PROFILE VIEW
FMIC DITCH - PROFILE VIEW
NOTES:
1) SEE SHEETS D701, D702, AND D703 FOR ADDITIONAL INFORMATION ON TYPE AND DIMENSIONS OF RIPRAP, BOULDERS, AND CUTOFF WALLS.
FMIC NOTE:
1) INVERT ELEVATIONS OF THE PROPOSED 48" HDPE ARE SET AT 5851.01 TO MATCH THE INVERTS OF THE EXISTING HDPE
2) FMIC DITCH IMPROVEMENTS MUST BE CONSTRUCTED BETWEEN OCTOBER 15TH, 2025 AND NOVEMBER 15TH 2025. FMIC DITCH MUST BE FULLY OPERATIONAL BY NOVEMBER 15TH, 2025.
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH
PLAN AND PROFILE
LATERAL & DITCH
COLORADO SPRINGS
VERIFY SCALES
PROJECT MANAGER
DESIGNED BY
DRAWN BY
CHECKED BY
PROJECT NUMBER
REV. No.
REVISION
BY
DATE
PP02



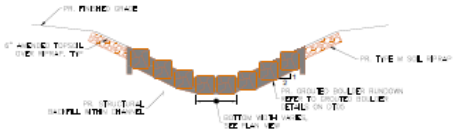
PLAN VIEW
1" = 10'



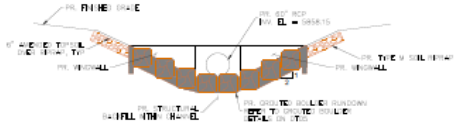
PROFILE VIEW
1" = 10'

60" RCP WINGWALL
TYPICAL SECTION
N.T.S.

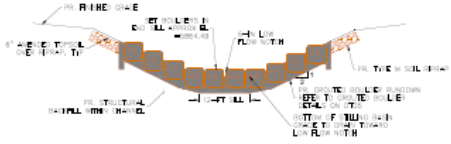
60" RCP HEADWALL
TYPICAL SECTION
N.T.S.



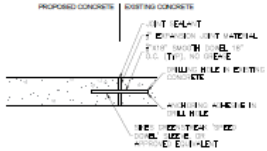
SECTION A-A
1" = 10'



SECTION B-B
1" = 10'



SECTION C-C
1" = 10'



CONCRETE CONNECTION DETAIL
1" = 10'

NOTES:

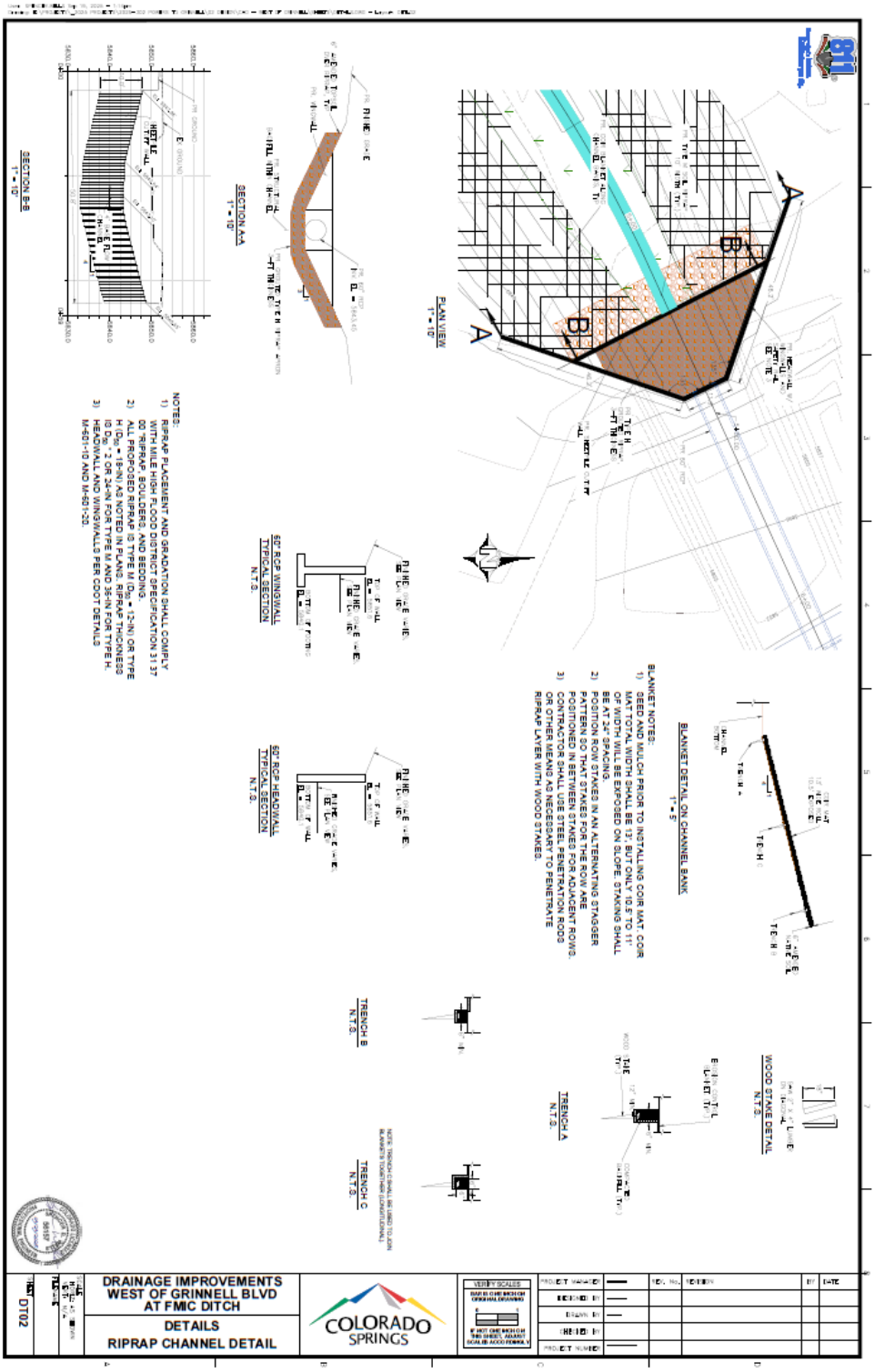
1) RIPRAP PLACEMENT AND GRADATION SHALL BE BASED ON MILE HIGH FLOOD DISTRICT SPECIFICATION 31 37 00 "RIPRAP, BOULDERS, AND BEDDING.
2) ALL PROPOSED RIPRAP IS SOIL RIPRAP TYPE M (D_{50} = 12-IN) OR TYPE H (D_{50} = 18-IN) AS NOTED IN PLANS. RIPRAP THICKNESS IS D_{50} * 2 OR 24-IN FOR TYPE M AND 36-IN FOR TYPE H.
3) HEADWALL AND WINGWALLS PER CDOT DETAILS M-601-10 AND M-601-20.
4) ENGINEER SHALL BE PRESENT ONSITE DURING PLACEMENT OF BOULDERS.
5) ALL PROPOSED GROUTED BOULDERS SHALL BE 36" NOMINAL SIZE.
6) RIPRAP SHALL BE PLACED OUTSIDE OF THE GROUTED BOULDER STRUCTURE WITH A MINIMUM WIDTH OF 4-FT AND UP TO A MINIMUM ELEVATION OF 5857.0, WHICHEVER IS GREATER.
7) VERIFY THE PRESENCE OF AN EXISTING TOEWALL AS PART OF THE CONCRETE APRON AT THE OUTFALL OF THE CULVERT UNDER GRINNELL BLVD. IF NO TOEWALL IS PRESENT, OR IF IT IS FOUND TO BE IN POOR CONDITION BY THE ENGINEER THEN A 10-FT CONCRETE CUTOFF WALL SHALL BE CONSTRUCTED AT THE CREST OF THE GROUTED BOULDER STRUCTURE.

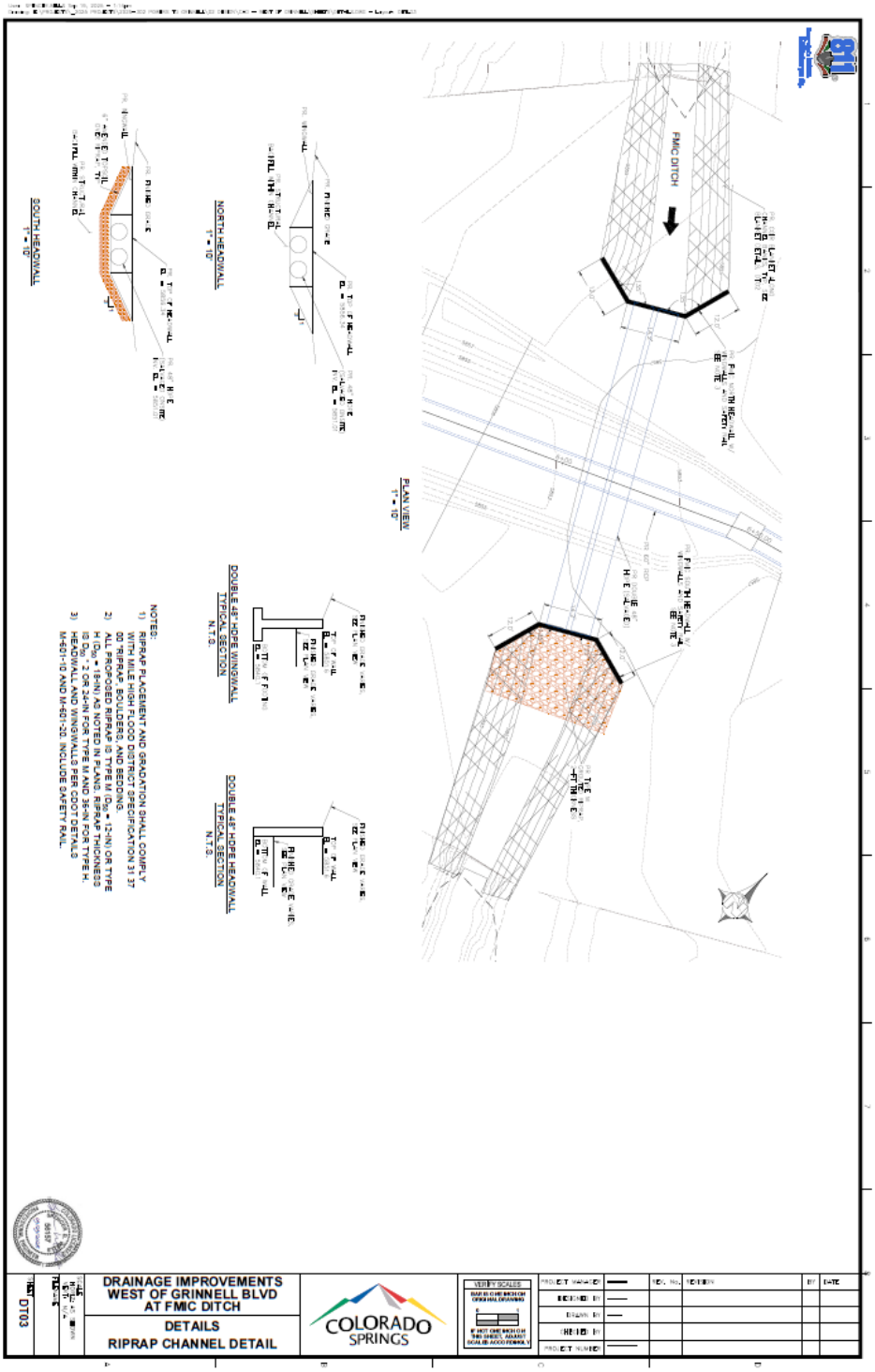
COLORADO SPRINGS

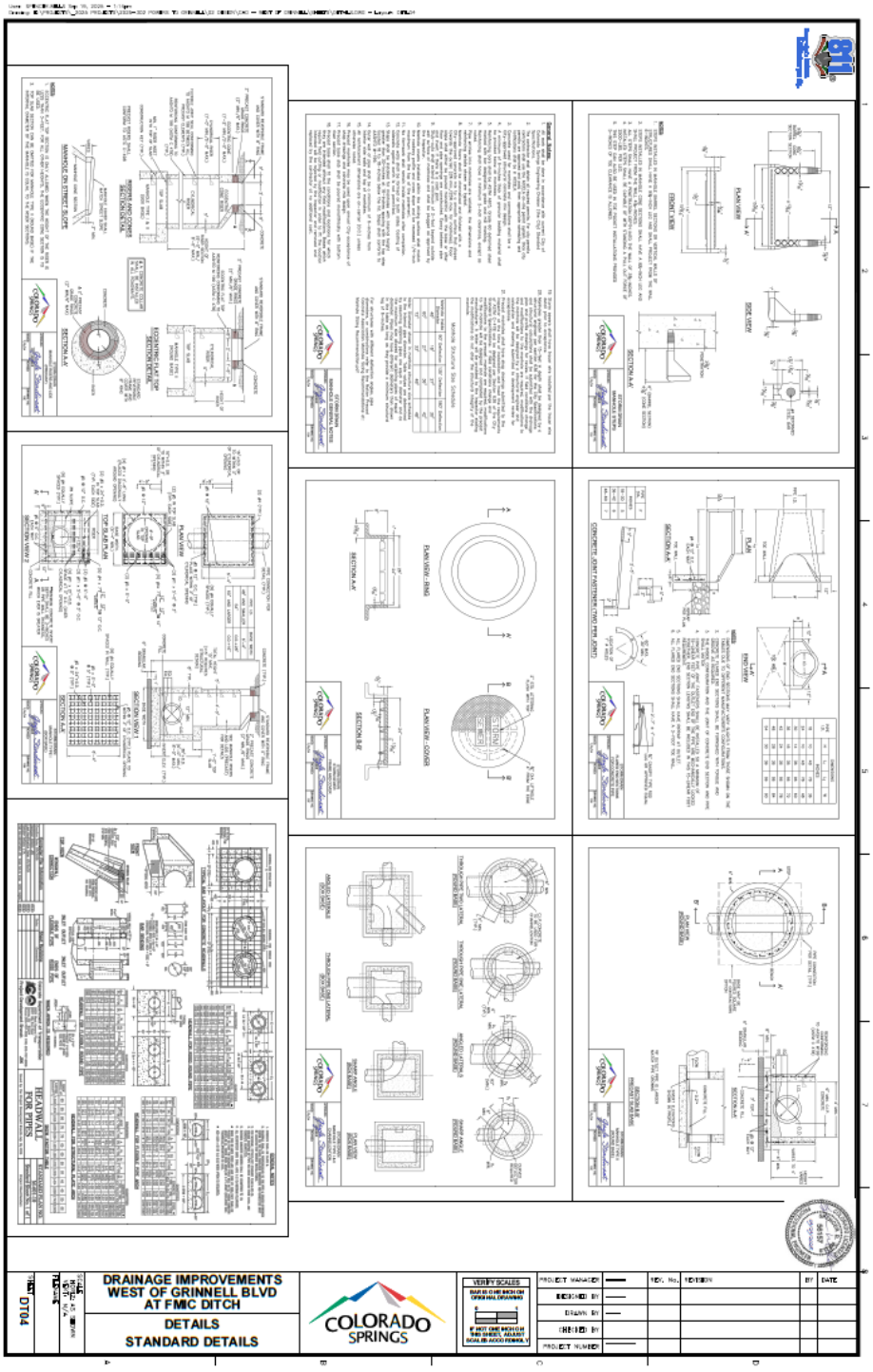
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH

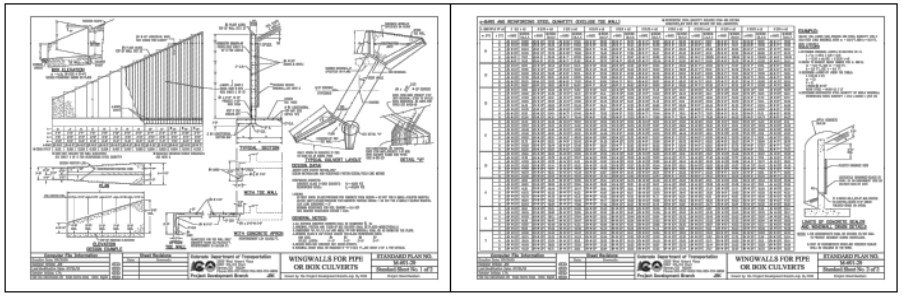
DETAILS
CONCRETE RUNDOWN DETAIL

DT01


PLAN VIEW
1" = 10'
SECTION A-A
1" = 10'
SECTION B-B
1" = 10'
BLANKET DETAIL ON CHANNEL BANK
1" = 5'
BLANKET NOTES:
1) SEED AND MULCH PRIOR TO INSTALLING COIR MAT. COIR MAT TOTAL WIDTH SHALL BE 13', BUT ONLY 10.5' TO 11' OF WIDTH WILL BE EXPOSED ON SLOPE. STAKING SHALL BE AT 24" SPACING.
2) POSITION SOIL STAKES IN AN ALTERNATING STAGGER PATTERN. SOIL STAKES FOR THE ROW ARE POSITIONED IN BETWEEN STAKES FOR ADJACENT ROWS.
3) CONTRACTOR SHALL USE STEEL PENETRATION RODS OR OTHER MEANS AS NECESSARY TO PENETRATE RIPRAP LAYER WITH WOOD STAKES.
WOOD STAKE DETAIL
N.T.S.
TRENCH A
N.T.S.
TRENCH B
N.T.S.
TRENCH C
N.T.S.
65' R.C.B. WINGWALL
TYPICAL SECTION
N.T.S.
65' RCP HEADWALL
TYPICAL SECTION
N.T.S.
NOTES:
1) RIPRAP PLACEMENT AND GRADATION SHALL COMPLY WITH MILE HIGH FLOOD DISTRICT SPECIFICATION 31 37 00 "RIPRAP, BOULDERS, AND BEDDING".
2) ALL PROPOSED RIPRAP IS TYPE M (D_{50} = 12-IN) OR TYPE H (D_{50} = 18-IN) AS NOTED IN PLANS. RIPRAP THICKNESS IS D_{50} *2 OR 24-IN FOR TYPE M AND 36-IN FOR TYPE H.
3) HEADWALL AND WINGWALLS PER CDOT DETAILS M-601-10 AND M-601-20.
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH
DETAILS
RIPRAP CHANNEL DETAIL
COLORADO SPRINGS
VERIFY SCALES
DT02


FMIC DITCH
PLAN VIEW
1" = 10'
NORTH HEADWALL
1" = 10'
SOUTH HEADWALL
1" = 10'
DOUBLE 48" HDPE WINGWALL
TYPICAL SECTION
N.T.S.
DOUBLE 48" HDPE HEADWALL
TYPICAL SECTION
N.T.S.
NOTES:
1) RIPRAP PLACEMENT AND GRADATION SHALL COMPLY WITH MILE HIGH FLOOD DISTRICT SPECIFICATION 31 37 00 RIPRAP, BOULDERS, AND BEDDING.
2) ALL PROPOSED RIPRAP IS TYPE M (D_{50} = 12-IN) OR TYPE H (D_{50} = 18-IN) AS NOTED IN PLANS. RIPRAP THICKNESS IS D_{100} = 2.0 OR 3-IN FOR TYPE M AND 36-IN FOR TYPE H.
3) HEADWALL AND WINGWALL PLACEMENT PER DETAILS M-601-10 AND M-601-30. INCLUDE SAFETY RAIL.
DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH
DETAILS
RIPRAP CHANNEL DETAIL
COLORADO SPRINGS
VERIFY SCALES
DT03


DRAINAGE IMPROVEMENTS
WEST OF GRINNELL BLVD
AT FMIC DITCH
DETAILS
STANDARD DETAILS
COLORADO SPRINGS
VERIFY SCALES
PROJECT MANAGER
DESIGNED BY
DRAWN BY
CHECKED BY
PROJECT NUMBER
REV. No.
REVISION
BY
DATE
DT04



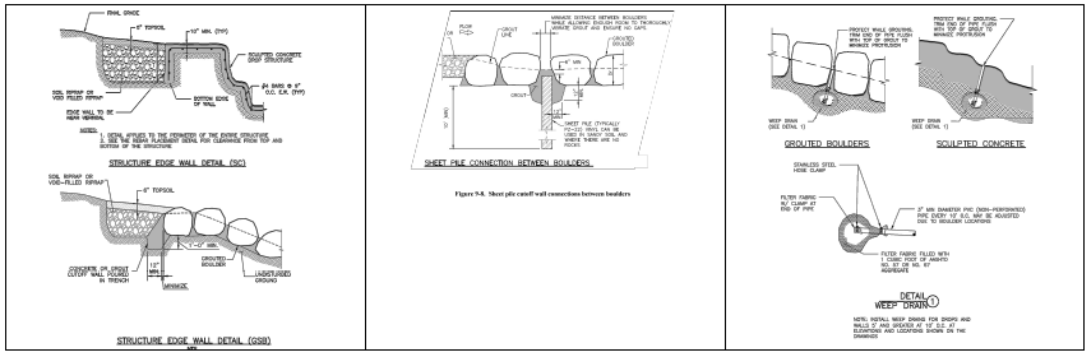


Figure 9-8. Sheet pile cutoff wall connections between boulders

DRAINAGE IMPROVEMENTS WEST OF GRINNELL BLVD AT FMC DITCH

DETAILS

STANDARD DETAILS

COLORADO SPRINGS

DT05

EXHIBIT B

APPLICATION FOR CERTIFICATION

Please complete and submit this Application for Certification ("**Application**") to the District's Independent Engineer, Schedio Group LLC, pursuant to the Facilities Payment Agreement (51 Acre) between Peak Metropolitan District No. 1 (the "**District**") and the City of Colorado Spring (the "**City**"), dated _____ ____, 2025, (the "**Agreement**"):

- The City shall provide a completed Application no more frequently than monthly.
- Each Application shall be reviewed by the District and Schedio Group within thirty (30) days of submittal so that an Engineer's Certification regarding Certified Construction Costs may be considered.
- The District shall make payment to the City of any approved Certified Construction Costs within fifteen (15) days of approval by the District so that the City may pay directly pay for the Certified Construction Costs.
- The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District's Independent Engineer.

All terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **Date of Submission: _____**

2. **City Applicant's Contact Information:**

   Name: _____

   Phone: _____

   Email: _____

3. **Types of Documents to Submit to Schedio Group LLC:**
   Indicate which documents you will be submitting with this Application
   - ☐ Approved Construction Drawings
   - ☐ Construction Drawing Revisions
   - ☐ Task Orders/Work Orders
   - ☐ Change Orders
   - ☐ Invoices/Pay Applications
   - ☐ Conditional Lien Waivers (*please ensure SOVs are very detailed*)
   - ☐ Unconditional Lien Waivers (if *contractors have been paid*)

4. **<u>2025 Schedule for Submission of Documents</u>:***

Processing Month	Draw Request
July	Tuesday, July 8, 2025
August	Tuesday, August 12, 2025
September	Tuesday, September 9, 2025
October	Tuesday, October 7, 2025
November	Tuesday, November 11, 2025
December	Tuesday, December 9, 2025

** 2026 Schedule for Submission of Documents will be available at a later time.*

5. **<u>Submission of Documents to Schedio Group LLC</u>:**

   Please submit documents (*including a completed Application*) via this link → **https://schediogroup.egnyte.com/ul/YUry2mnjlw**

6. **<u>Review by Schedio Group LLC</u>:**

   a. Schedio Group LLC will review and, if the documentation is insufficient, they will reach out to you for additional information by using the contact information you provided on the Application.
   b. If documentation is sufficient, Schedio Group LLC will issue an Engineer's Certification.

7. **<u>Review/Approval by the District</u>:**

   Once the District receives the Engineer's Certification, the District's accountant will prepare a requisition for the District's Board of Directors (the "**Board**") to approve at a District Board meeting.

8. **<u>Payment to the City</u>:**

   After the Board acknowledges the Engineer's Certification and approves the corresponding requisition, the District can make the payment to the City.

9. **<u>Unconditional Lien Waivers</u>:**

   Final Unconditional Lien Waivers should be submitted to Schedio Group LLC once contractors have been paid, if such waivers have not already been submitted with an Application for Certification.

EXHIBIT C

Draft Project Budget

Item	**Cost**
Construction	
Construction	$ 1,155,347.25
Contingency	$ 200,000
Engineering	
Vivid Engineering (Geotechnical)	$ 28,167
Environmental Consultant (Corvus)	$ 13,957
SWENT Design	$ 35,934
SWENT Construction Management	$ 55,137
SWENT Legal	$ 10,000
Estimated Total	**$ 1,498,542.25**