RESOLUTION NO. 26-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE STATE OF COLORADO, ON BEHALF OF THE COLORADO DEPARTMENT OF TRANSPORTATION, REGARDING MAINTENANCE AND OPERATIONS CONNECTED TO THE INTERSTATE 25 AND HAPPY CANYON ROAD INTERCHANGE PROJECT

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

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

WHEREAS, the City and the State, acting through the Colorado Department of Transportation ("CDOT"), desire to enter into an intergovernmental agreement to set forth the agreements between CDOT and the City related to the maintenance and operations obligations of the City and CDOT connected to the Interstate 25 and Happy Canyon Road Interchange Project (the "Project"); and

WHEREAS, the City Council finds that the State of Colorado Agreement identified by OLA# 331003916 and Project # STU 0252-512 (25535), a copy thereof being attached to this Resolution as **Exhibit 1**, (the "IGA") sets forth the maintenance and operations agreements between the City and CDOT in connection with the Project; and

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

WHEREAS, the City Council desires to approve the IGA and authorize the City Manager to execute the IGA once in final form.

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

Section 1. The City Council hereby: (a) approves the IGA between the City of Castle Pines and the State in substantially the same form as attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the IGA that do not substantially increase or modify the obligations of the City; and (c) authorizes the City Manager to execute the IGA when in final form.

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

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

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

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

Tracy Engerman, Mayor

ATTEST:

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Tobi Duffey

Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:

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

Linda C. Michow, City Attorney

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT
MAINTENANCE AND OPERATIONS

EXHIBIT A

SCOPE OF WORK

Maintenance Responsibilities

Colorado Department of Transportation (CDOT) and the City of Castle Pines (Local Agency)

Name of Project: Happy Canyon Interchange

Number: STU 0252-512
Subaccount #: 25535

In accordance with the funding IGA (referenced as OLA #331003901, CMS Routing #27-HA1-XC-00016) between the Statewide Bridge and Tunnel Enterprise (BTE), the Colorado Department of Transportation (CDOT), and the City of Castle Pines (Local Agency), the Local Agency shall assume ownership of and maintenance responsibilities for the existing Happy Canyon Road over I-25 bridge (Str.# G-17-AG).

The Project includes Local Agency constructing a new bridge (G-17-FF) to the north of Str # G-17-AG and replacing Str. # G-17-AG with a new bridge (G-17-FG) over I-25. Local Agency will reconstruct all on-ramps and off-ramps and be responsible for the construction and construction management of all components of the Project. The Local Agency shall be responsible for ownership and maintenance of both new bridges and associated features as described in this agreement.

Operation and Maintenance Responsibilities

CDOT and Local Agency shall be responsible for the maintenance and operations of their respectively owned components of the Project, as further described in this Exhibit A and Exhibits A-1, A-2, A-3, and B-PWQ attached to this Exhibit A – Scope of Work. This shall include the administration and obligations contained in existing utility, railroad, and telecommunication permits and agreements within each party's respective right-of-way (ROW).

The maintenance obligations of CDOT and the Local Agency during the construction phase of the Project are controlled by the Construction Management IGA, to be entered by CDOT and Local Agency in conjunction with this IGA (OLA# 331003916), and state permits issued for the Project.

PERMANENT RESPONSIBILITIES (AFTER CONSTRUCTION)

A. I-25 Mainline between project limits - On CDOT ROW (Orange color on Exhibit A-1)

Feature/ Maintenance Activity	Agency Responsible
Pavement	CDOT
Pavement Markings	CDOT
Guardrail	CDOT
Signs	CDOT
Snow Plowing	CDOT

Sweeping and sanding	CDOT
Landscape Maintenance-if applicable	CDOT
Lighting	CDOT
Drainage (except Blue color shown on Exhibit B-PWQ, which shall be maintained by Local Agency)	CDOT

B. All on-ramps and off-ramps (Orange color on Exhibits A-1, A-2, A-3, and B-PWQ) (Limits defined up to the point of tangent):

Feature/ Maintenance Activity	Agency Responsible
Snow Plowing	CDOT
Snow gate *	CDOT
Ramp Meter*	CDOT
Pavement	CDOT
Pavement Markings	CDOT
Lighting	CDOT
Guardrail along ramps and up to bridge rail	CDOT
Wall/Barrier at SB on-ramp	CDOT
Signs	CDOT
Deer fence within CDOT ROW	CDOT
Landscape Maintenance on slopes-if applicable (orange areas on Exhibit A-1 Map)	CDOT
Drainage, curbs and gutters	CDOT

(*) Snow gates and ramp meters are located on the On-ramps to I-25 only.

C. Both New Bridge Structures and Happy Canyon Road (Blue color on Exhibits A-1, A-2, A-3, and B-PWQ)

Feature/ Maintenance Activity	Agency Responsible
Bridge: All elements shown on bridge plans	Local Agency
Signs	Local Agency
Snow Plowing (except where CDOT will snowplow, sand, and sweep between the ramps – see Orange color area on Exhibit A-3)	Local Agency
Street Sweeping	Local Agency
Pavement	Local Agency
Pavement Markings	Local Agency
Lighting	Local Agency
Traffic Signals	Local Agency
Curb and gutters, sidewalks, bike paths, medians	Local Agency
Storm sewer pipes, inlets	Local Agency
Other Drainage Structures/Assets shown on plans.	Local Agency
Entry Monuments	Local Agency
Guardrail	Local Agency
Deer Fencing and Deer Guards (within Happy Canyon ROW)	Local Agency
CDOT Traffic Camera(s) (if any are installed on either bridge or within the Blue color area)	CDOT

The Local Agency will coordinate with the appropriate emergency agencies (Firefighters, paramedics, etc) in case they need to access the jobsite.

D. Utilities

Feature/ Maintenance Activity	Agency Responsible
All utility assets indicated in the plans, including electric boxes, conduits, manholes, lighting in general, etc installed during the construction of Happy Canyon Interchange (exceptions are indicated in the "Utility Account Responsibility Matrix") as shown in blue shading on Exhibit A-2	Local Agency
Utility assets indicated in the plans, including electric boxes, conduits, manholes, lighting in general, etc., existing or installed during the construction of Happy Canyon Interchange (exceptions are indicated in the "Utility Account Responsibility Matrix") as shown in orange shading on Exhibit A-2	CDOT

See Table A-1 - "Utility Account Responsibility Matrix" per Procedural Directive 90.1 "Utility Account Management"

The Local Agency will provide a revised matrix once the interchange construction is finished. This is because utility companies will only provide identification numbers to each listed element after it has been installed. The revised matrix will be provided to CDOT for inclusion into final CDOT project file.

E. Transportation Demand Management (TDM)

See Table A-2: Transportation Demand Management Schedule and Evaluation of Success Method.
The Local Agency will follow the schedule and evaluation methods for each strategy listed in the table.

F. Permanent Water Quality

See Table B-1 and Exhibit B-PWQ & Drainage Map.

Table A-1 - Utility Account Responsibility Matrix

Asset	Service Change	Design Project Manager						Construction Project Manager					
			Utility Service Fees		Maintenance of Utility Service								
		Existing Account	During Construction (until Final Acceptance)	Operating Period (after Final Acceptance)	During Construction (until Final Acceptance)	Operating Period (after Final Acceptance)	Permit Jurisdiction Responsibility	Provider Application	New Account Information (Provider, Account Number)	Meter Information (Meter number, latitude, longitude)	Service Address	Final Billing Address	Inspection and Acceptance of Asset by Owner (Signature)
Street Lighting													
I-25 Lighting		CORE	N/A	N/A	N/A	N/A	N/A		N/A				
I-25 Ramp Lights and Ramp Meters – CDOT Lights		CDOT R1	Contractor	CDOT	CDOT	CDOT	CDOT R1/DORA	CORE					
Interchange Lighting	new account		Contractor	Local Agency	Contractor	Local Agency	Local Agency		CORE				
CDOT ITS (Region 1/ITS/HQ Utility													
Existing CDOT ITS Assets		Existing Account	Contractor	CDOT ITS	Contractor	CDOT ITS	CDOT ITS	CORE				425C Corporate Circle	ITS Asset Manager Signature
Castle Pines ITS and Signals													
New Signals and Controllers	new account	N/A	Contractor	Castle Pines	Contractor	Castle Pines	Castle Pines		CORE				
Additional Asset(s) (Applicable Utility Account Coordinate Approval:____)													

Table A-2 -Transportation Demand Management Schedule and Evaluation of Success Method

I-25 / Happy Canyon Road Interchange Project

#	Strategy	Schedule	Target / Projected Result	Evaluation Method
1	Bicycle and Pedestrian Facilities	Opening day or by 9/1/2030	The opening day goal is approximately 220 bicycle trips. This results in 220 total trip reductions.	Bicycle counts on representative bike lanes and trails during weekday peak periods to validate assumed trip reductions. This is reasonable, since the interchange project will provide a new connection to the east at Canyonside. Unlocking access to the existing and to be built trail network.
2	DRCOG Schoolpool Program	9/1/2030	66 trips are anticipated to be reduced with this program.	Tracking MyWayToGo registrations and applying DRCOG-approved trip reduction methodologies based on engagement with Douglas County Schools.
3	Vanpool Program	By 9/1/2028 or 6 months after opening day	Trip reduction of 16 per day.	Annual review of DRCOG Vanpool participation serving the interchange area.
4	Ride-matching / Carpool Program	By 9/1/2028 or 6 months after opening day	68 trips are expected to be reduced.	Annual MyWayToGo data review and carpool adoption estimates. With the new Happy Canyon connection to Canyonside, new carpool opportunities will be generated.
5	Park-and-Ride / Carpool Lot	Reporting of the carpool utilization lot will begin on 9/1/2030. The carpool expansion effort will begin once utilization reaches 80%.	0 trips reduced (Could be up to 50 trips reduced when the lot is expanded to 500 spaces)	Douglas County, with anticipated partnership from other benefited local agencies, will upgrade the carpool lot on the northeast quadrant of the I-25 & Castle Pines Parkway in accordance with the South I-25 Corridor and US 85 Corridor, October 2002 Revised Record of Decision. This lot will ultimately accommodate 500 parking spaces and may be converted to a park-and-ride lot once appropriate transit infrastructure is operating within the corridor. Douglas County will continue to monitor the use of the existing 105-space parking lot, and when weekday peak-hour utilization consistently exceeds 80%, Douglas County will begin taking steps to design and construct a larger-capacity carpool parking lot or park-and-ride facility. The expansion may happen in stages, and 80% usage of the existing lot will be used as a trigger for design and construction of further expansions towards an ultimate capacity of 500 vehicles
6	Transportation	TMA study completed by	0 trips reduced	Participation in a study with the Town of Castle Rock to

	Management Agency Participation	9/1/2030	(Could provide up to 240 trip reductions if implemented)	determine the long- term viability of a larger TMA with more agencies and an expanded geographic footprint and enacted the recommendations of the study. The performance report to CDOT will occur in January 2030 in the form of the study report and a summary of the steps taken by TOCR to formally establish the TMA (if that is the recommendation of the study). This timing allows for the study to be conducted in 2027 and the findings to be enacted in 2028 and 2029
7	Shuttle / On-Demand Transit (Good Faith)	By 9/1/2030, will partner with the Town of Castle Rock and Douglas County in evaluating the opportunity.	0 trips reduced (Could provide up to 55 trip reductions if implemented	Confirmation of planning, coordination, or agreements for service provision.
8	Education and Promotion of TDM Strategies	By 9/1/2028 or 6 months after opening day	0 trips reduced	Documentation of outreach activities, marketing materials, and program coordination.
9	Local Transit Planning	By 9/1/2030, will partner with the Town of Castle Rock and Douglas County in evaluating the opportunity.	0 trips reduced (Could provide up to 48 trip reductions if implemented	Submission of completed transit planning documents with service triggers.

Note: The proposed schedule is subject to the opening day of the interchange. See the I-25/Happy Canyon Road Interchange TDM Plan for additional details.

Table B-1 - Permanent Water Quality (PWQ) and drainage assets

Feature/ Maintenance Activity	Agency Responsible	Symbol in Plan
PWQ ponds that were installed during the construction of the Happy Canyon Interchange, including the Extended Detention Basin (NE Quadrant) and Sand Filter (SW Quadrant), to include drainage structures from the WQ features to the first existing drainage facility.	Local Agency	

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency
Department of Transportation

Agreement Routing Number
27-HA1-XC-00022

Local Agency
THE CITY OF CASTLE PINES

Agreement Effective Date
The later of the Effective Date or August 5, 2026

Agreement Description I-25 HAPPY CANYON DDI

Project #	Region #	Agreement Writer	Agreement Maximum Amount
STU 0252-512 (25535)	R1	DM	$0.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
The City of Castle Pines

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

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

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

SECOND LOCAL AGENCY SIGNATURE, IF NEEDED
The City of Castle Pines

By:_____
*Signature

Name:_____
(Print Name)

Title:_____
(Print Title)

Date:_____

STATE OF COLORADO
LEGAL REVIEW
Philip J. Weiser, Attorney General

By:_____
Assistant Attorney General

Date:_____

AGREEMENT

This Agreement, is entered into by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION (the "State" or "CDOT"), and The City of Castle Pines (the "Local Agency"); CDOT and the Local Agency individually shall be referred to as a "Party", and together shall be referred to as the "Parties." This Agreement shall not be valid or enforceable until the Effective Date as shown on the Signature and Cover Page of this Agreement.

RECITALS

CDOT has designed and constructed improvements for the I-25 HAPPY CANYON DDI in Castle Pines, Colorado, ("Project") and CDOT has constructed several Permanent Water Quality ("PWQ") facilities and related elements for preventing stormwater pollution ("Facilities"); and

The Parties recognize the importance and benefit to their respective systems by the Local Agencies' operation and maintenance of a portion of the Project and Facilities; and

The Parties recognize that PWQ maintenance and operations is specific to the kind of Facility constructed. The Operation & Maintenance Plan Guidance ("O & M Guidance") is used to create the final Operations & Maintenance Plan ("O & M Plan"). The URL for the O & M Guidance is in **Exhibit D;** and

The Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the "Work") on the Project as shown in **Exhibit A** and on the Facilities as shown in **Exhibit B** pursuant to §43-2-135, C.R.S.; and

The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily carry out its operations and maintenance responsibilities under this Agreement; and

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

This Agreement is executed by the State under authority of §§43-1-106, 43-1-110, 43-1-201, et seq., 43-2-102, 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 Agreement. Authorization may be evidenced by an appropriate ordinance/resolution or authority letter. A copy of any such ordinance/resolution or authority letter may be attached as **Exhibit C**. The provision by the Local Agency to CDOT of such ordinance/resolution or authority letter is at the Local Agency's discretion; and

These recitals are hereby incorporated into the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

I. Scope of Work

The Work under this Agreement shall consist of the inspection, operations, maintenance, and repair responsibilities of the Project and Facilities as set forth and depicted in **Exhibit A** and **Exhibit B.**

II. Exhibits

The Exhibits attached to this Agreement are:
Exhibit A- Scope of Work of the Project and Transportation Demand Management Schedule and Evaluation
Exhibit B- Scope of Work of PWQ Facilities
Exhibit C- Local Agency Resolution
Exhibit D- Preparation Guidelines for Operation & Maintenance Plans
Exhibit E- PII Certification

III. Order of Precedence

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

1. Special Provisions contained in Section IX of this Agreement
2. This Agreement
3. **Exhibit A**- Scope of Work of the Project Transportation Demand Management Schedule and Evaluation
4. **Exhibit B**- Scope of Work of PWQ Facilities
5. **Exhibit D**- Preparation Guidelines for Operations & Maintenance Plans
6. **Exhibit C**- Local Agency Resolution
7. **Exhibit E**- PII Certification

IV. Term

This Agreement shall begin the date approved by all Parties and shall extend for the useful life of the improvements, unless earlier modified or terminated by written agreement of the Parties.

V. CDOT Commitments

A. CDOT shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as CDOT's area of responsibility shown in **Exhibit A** and **Exhibit B.**

B. CDOT shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for said activities for those portions of the Work identified as CDOT's area of responsibility in **Exhibit A** and **Exhibit B.**

C. CDOT grants the Local Agency access to enter CDOT Right of Way ("ROW") to perform inspection and maintenance duties. Though a separate access permit will not be required, notification to CDOT of a Local Agency approved and CDOT accepted Method of Handling Traffic shall be required for any work impacting traffic.

D. CDOT (and FHWA, if applicable) may make periodic inspections of the Project and Facilities to verify that they are being adequately operated, maintained, and repaired. If CDOT inspections indicate the Project and Facilities are not

functioning as designed, CDOT may issue a written notice to the Local Agency to cure deficiencies. In the event the deficiencies are not remedied within the Project and Facilities timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

VI. Local Agency Commitments

A. The Local Agency shall accept inspection, operation, maintenance, and repair responsibilities for the portions of the Work identified as the Local Agency's area of responsibility for the Work shown in **Exhibit A** and **Exhibit B.**

B. The Local Agency shall, at its own cost and expense, inspect, operate, maintain, repair, and make ample provision each year for those portions of the Work identified as the Local Agency's area of responsibility, as shown in **Exhibit A** and **Exhibit B.**

C. All Work by the Local Agency must be performed by a person experienced in the inspection, operation, and maintenance of the Project and Facilities. This is to ensure that the Project and Facilities are operating as designed. Any inspection form may be used if it is acceptable by agreement of the Parties.

D. The Local Agency grants CDOT access to enter Local Agency ROW to perform CDOT's inspection, operation, maintenance, and repair duties of the Work.

E. If after inspection of the Project and Facilities, CDOT may issue a written notice to cure deficiencies if the Local Agency fails to inspect, report, or properly maintain the Project and Facilities identified in **Exhibit A** and **Exhibit B.** In the event the deficiencies are not remedied within the Project and Facilities timeline after written notice from CDOT to the Local Agency, CDOT may take whatever steps CDOT deems necessary to maintain the Project and Facilities. The Local Agency shall reimburse CDOT its actual and documented costs for such maintenance and repair work including labor, equipment, supplies, and materials. If CDOT repairs any deficiencies, it is under no obligation to maintain or repair in the future.

F. If Work includes PWQ Facilities, the Local Agency will create the O & M Plan utilizing the O & M Guidance referenced in **Exhibit D**. The O & M Plan will be submitted to CDOT for prior approval. ~~Final invoice for the construction of the PWQ Facility will not be paid until the O & M Plan is approved and accepted by CDOT.~~

VII. Joint Commitments

A. CDOT and the Local Agency will provide liaison through the representatives listed below. If the representatives or contact information changes the Party is

to give written notice regarding the substitution of representatives or contact information to the other Party's Liaisons.

CDOT Project Liaison
Michael Kania, PE I
Region 1
18500 E Colfax Ave
Aurora, CO 80011
Phone: 303-365-7262
Email: michael.kania@state.co.us

Local Agency Project Liaison
Dole Grebenik, City Engineer
The City of Castle Pines
7437 Village Square Drive, Suite 200
Castle Pines, CO 80108
Phone: 303-872-4404
Email: Dole.Grebenik@castlepinesco.gov

B. If safety concerns are identified relating to the Project and Facilities, the Parties will partner with each other and any other affected local jurisdictions to identify the appropriate response to maintain safe and functional Project and Facilities.

C. Prior to commencing any activities, the Parties shall coordinate with each other to minimize impacts to landscaping and enhancements that were installed by the Local Agency. CDOT will not be responsible for replacing any enhanced landscaping or irrigation installed by the Local Agency.

D. If Work includes PWQ Facilities, the Parties agree they will not remove or alter the Facilities in such a way that reduces the documented treatment area as originally constructed. Should CDOT modify the Facilities to add additional area treated, the changed treatment area shall be documented via a drainage report and shared with the Local Agency.

E. In the event the Project and Facilities fail due to surpassing their useful life cycle, the Parties will be responsible for improvements that are not covered by maintenance responsibilities of the Local Agency pursuant to **Exhibit A** and **Exhibit B**.

F. Any fines levied against CDOT, or the Local Agency shall be the responsibility of the Party whose action or inaction is the cause of the fine, regardless of which Party the fine is levied against.

G. The Parties shall make, keep, maintain, and allow inspection and monitoring by CDOT, of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications pertaining in any manner to the Work. The Parties shall maintain such records

for the useful life of the Project and Facilities, following federal, State, and Local Agency record retention policies in either paper or electronic form.

VIII. General Provisions

A. Assignment

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

B. Subcontracts

Local Agency shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Local Agency enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Local Agency shall also contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in this Exhibit, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

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

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

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

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

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

K. Severability

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

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-

26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Exhibit, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

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

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents, Contractors, Consultants, and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

S. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or

interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

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

iii. Intellectual Property Indemnification

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

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

T. Accessibility

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

IX. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all Agreements.

A. Statutory Approval C.R.S. §24-30-202(1)

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

B. Fund Availability C.R.S. §24-30-202(5.5), applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S..; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

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

E. Compliance with Law

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

F. Choice of Law, Jurisdiction, and Venue

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition

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

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

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

EXHIBIT C

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit D

Preparation Guidelines for Operation & Maintenance Plans

(if applicable)

The Preparation Guidelines for Operations and Maintenance Plans should be used as reference in creating a plan tailored to this facility. The web addresses for the guidelines, examples of a plan and notes are below.

PREPARATION GUIDELINES FOR OPERATIONS AND MAINTENANCE PLANS (O&M PLANS) FOR PERMANENT WATER QUALITY CONTROL MEASURES (PWQ CMs)

https://drive.google.com/file/d/1J6uCJOQklakep9B0z9RMopoWlCOPwuUb/view?usp=drive_link

EXAMPLE PWQ CM OPERATIONS & MAINTENANCE PLAN

https://drive.google.com/file/d/1hfHODtrPv0X04thBce3e61fLq1AtgKHA/view?usp=drive_link

EXAMPLE OF PWQ CM OPERATIONS & MAINTENANCE NOTES

https://drive.google.com/file/d/1xlCkoPATN9Yedjlfu44QKqK6GlAMd9u4/view?usp=drive_link

Exhibit E
PII Certification
STATE OF COLORADO

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

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

Signature: _____

Printed Name: _____

Date: _____

STATE OF COLORADO

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

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

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

Signature: _____

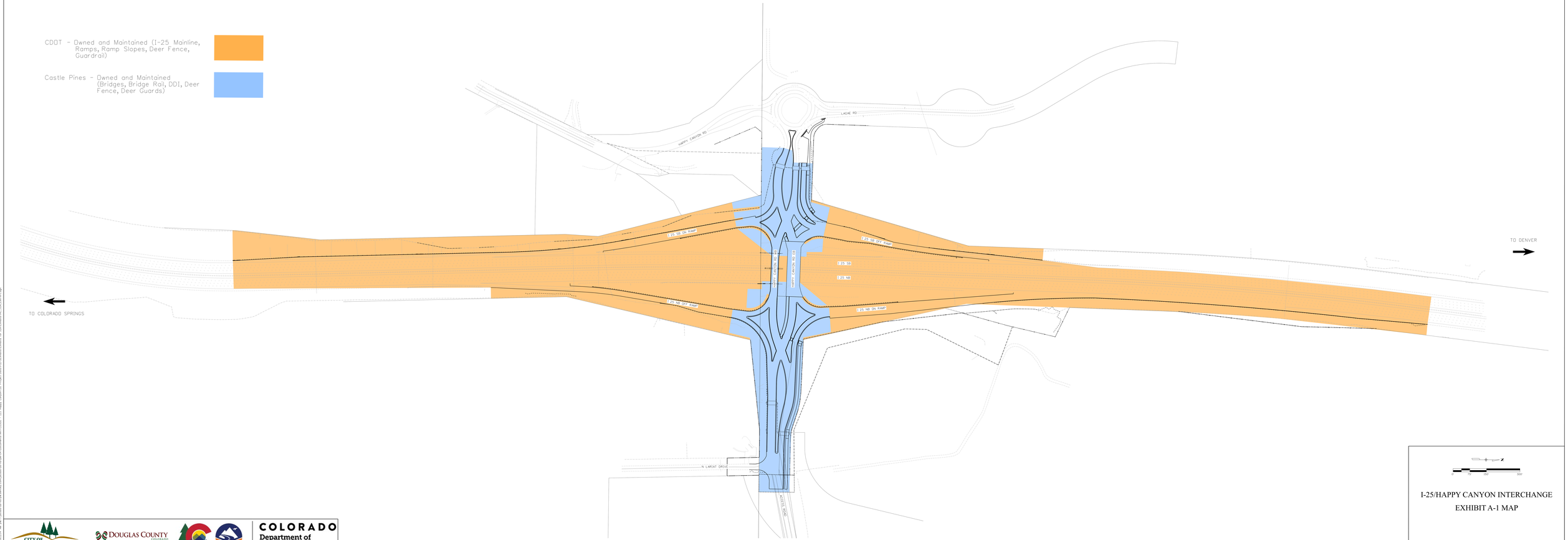
Printed Name: _____

Title: _____

Date: _____

CDOT - Owned and Maintained (I-25 Mainline, Ramps, Ramp Slopes, Deer Fence, Guardrail)

Castle Pines - Owned and Maintained (Bridges, Bridge Rail, DDI, Deer Fence, Deer Guards)

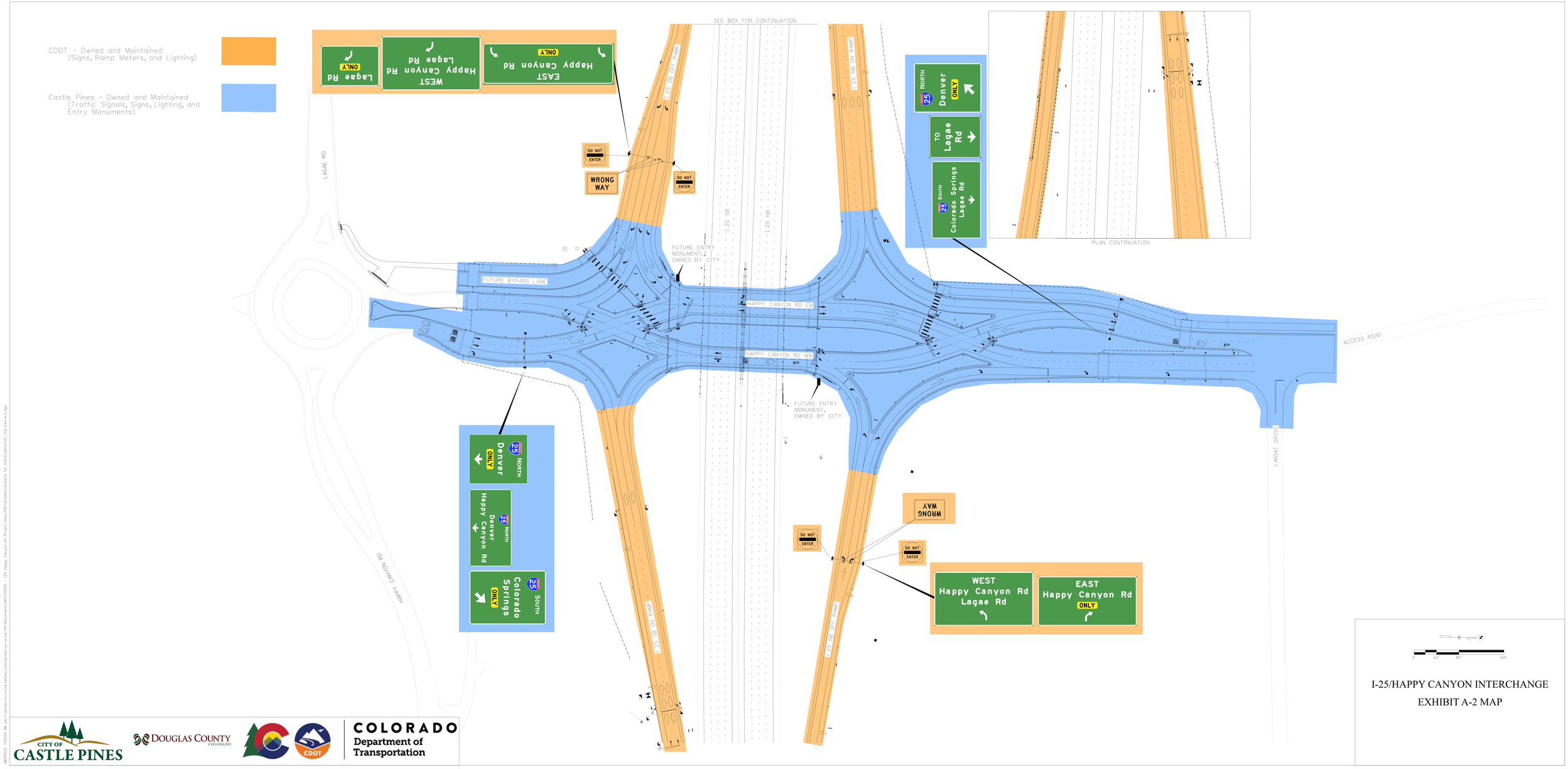


CITY OF CASTLE PINES

DOUGLAS COUNTY COLORADO

COLORADO Department of Transportation

I-25/HAPPY CANYON INTERCHANGE
EXHIBIT A-1 MAP

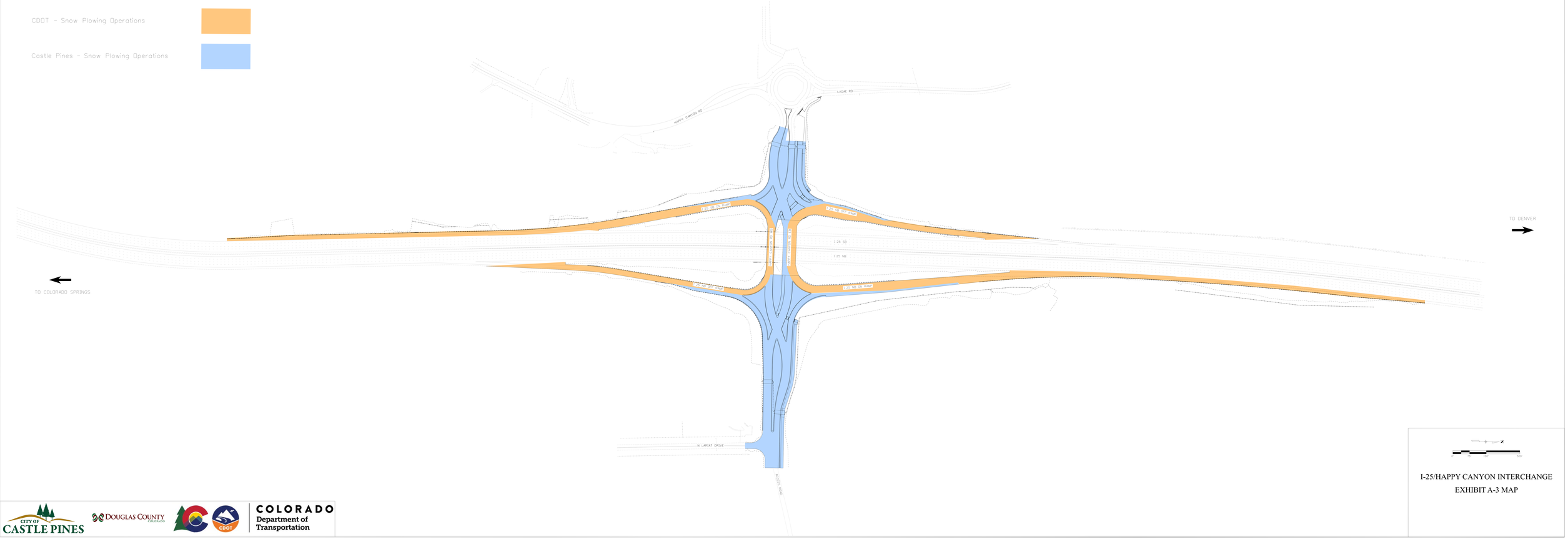


CITY OF CASTLE PINES

DOUGLAS COUNTY COLORADO

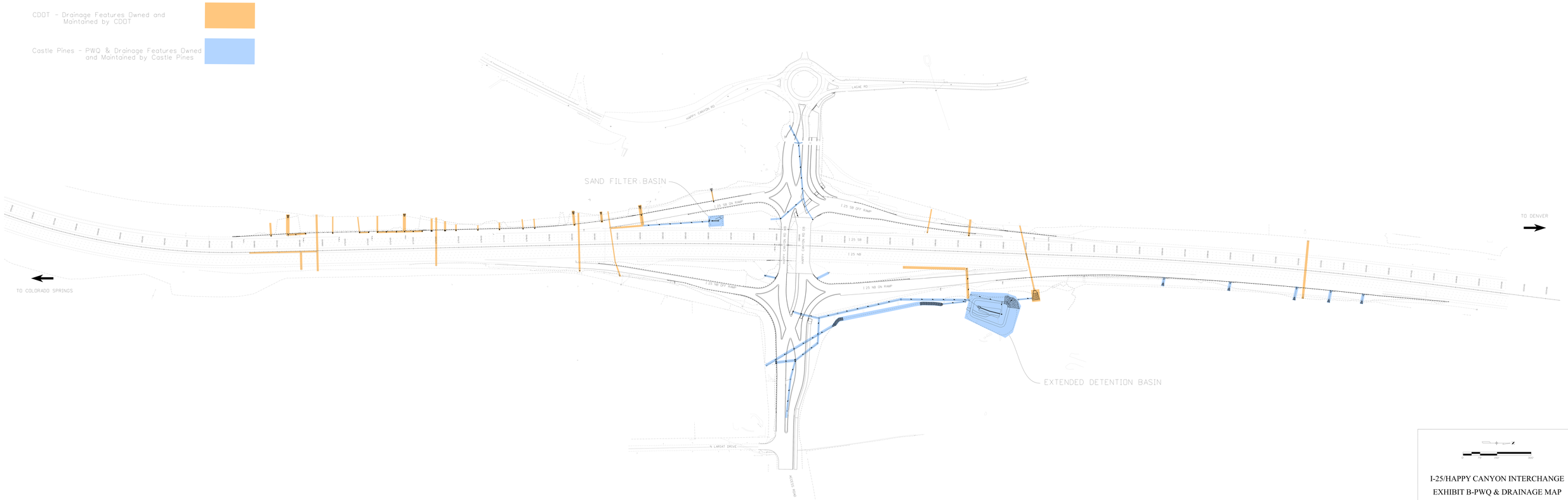
COLORADO Department of Transportation

I-25/HAPPY CANYON INTERCHANGE
EXHIBIT A-2 MAP



I-25/HAPPY CANYON INTERCHANGE
EXHIBIT A-3 MAP

CITY OF CASTLE PINES
DOUGLAS COUNTY COLORADO
COLORADO Department of Transportation



I-25/HAPPY CANYON INTERCHANGE
EXHIBIT B-PWQ & DRAINAGE MAP

CITY OF CASTLE PINES
DOUGLAS COUNTY COLORADO
COLORADO Department of Transportation