

MEMORANDUM

DEPARTMENT OF TRANSPORTATION

Office of Financial Management and Budget
4201 E. Arkansas Ave., Room 240
Denver, CO 80222
(303) 757-9262
(303) 757-9656 - FAX



DATE: June 10, 2013
TO: Transportation Commission
FROM: Ben Stein, Chief Financial Officer
SUBJECT: I-25 & Baptist Road Interchange

At the 29 May 2013 special meeting of the Transportation Commission, the I-25 & Baptist Road Interchange IGA was brought to the attention of the Commission. Most of the commissioners indicated that they were not aware of the IGA or of its contents. To address that matter, this memorandum provides a brief history of that agreement. Also attached to this memorandum are a copy of the letter recently received by the Executive Director from the Baptist Road Regional Transportation Authority and a copy of the IGA.

The background for this issue is as follows: The I-25 & Baptist Road interchange is within the I-25 from Denver to Colorado Springs strategic corridor and prior to reconstruction was inadequate and unsafe. To advance this strategic corridor project the Baptist Road RTA was established by the Town of Monument and El Paso County. The voters of the RTA approved a ballot measure that authorized the issuance of bonds and a 1% sales tax to pay the interest on the bonds, provided that CDOT agreed to repay the construction costs. In May 2008, the Baptist Road RTA and the Transportation Commission entered into the attached IGA under which the RTA agreed to build the interchange and to pay the interest on the debt while CDOT agreed to repay the principal amount of the construction costs. The RTA constructed the interchange and it was accepted by CDOT. In February 2012, CDOT repaid \$3 million leaving a balance remaining of \$16,834,199.

In addition the commissioners indicated an interest in considering alternatives to, over time, address the commitments made in the IGA. There are several alternatives for the Commission to consider and several points to consider in making any such decision.

- First, the Commission has already repaid \$3 million under this agreement. Note that to date the payments have been charged to Region 2 pools and to date the understanding has been that any repayments would derive from funding allocated to Region 2.
- Second, any payments made against this agreement are not appropriate to consider as a “RAMP” transaction. Any payment on this is an immediate expenditure and needs to be accommodated through the budget process (presumably the FY15 budget cycle is the logical place to make a decision).

- Third, project was a capacity improvement on I-25 so it is within a strategic corridor. Presumably any disbursement against this obligation will be treated as a strategic corridor expenditure.
- Fourth, this repayment is not an eligible use of federal funds. (I have the denial on file) So any repayment must derive 100% from the State Highway Fund.

With these considerations in mind, the following alternatives are provided:

Alternative #1: Do nothing

The IGA has no time lines in it and legally the Commission can decide to simply make no repayments as it has many other higher priority items upon which it wishes to make expenditures.

Alternative#2: Commit to making a payment if and when SB09-228 funds are available

As already noted this project is in a strategic corridor. At the time this IGA was signed SB97-001 funds were likely seen as a viable repayment source. At present the economic forecasts envision the department starting to receive SB09-228 payments in FY16 in an amount of approximately \$175 million per year for five years. These monies must by law be spent on projects within the strategic corridors. If SB09-228 funds do not become available to the department in FY16 or FY17 the Commission may consider allocating some of the funds made available from the extinguishing of the TRANs debt to repay the Baptist Road RTA

Alternative #3: Develop a payment program to gradually extinguish the amount remaining

For historical reasons, the department currently receives annually \$500,000 from the General Assembly in capital construction funds which are not provided for a directed purpose. While this is a relatively small amount, directing to this use is an efficient and effective use of these capital construction funds.

Alternative #4: Determine to pay this in its entirety or partially and make it a line item in the FY15 or FY15 and future year budgets.

The commission can simply decide to repay this item at its discretion as an element of the FY15 budget or on a methodical basis commencing in FY15 with annual payments incorporated in the budget until repaid in full. An element of any such decision would be whether to offset any such payments against allocations to Region 2 or to allocate these payments “off the top.” Such a decision must also consider the availability of State Highway Fund dollars.

Staff Recommendation:

Staff recommends alternative #2.

When this commitment was made the availability of SB97-001 funds (as well as HB02-1310 funds) was a consideration in agreeing to eventually pay for a highway improvement of this magnitude with state only funds. Using this approach does not disrupt the current construction program, endanger the availability of state funds to match federal funds or to fund other CDOT programs, and allows for the repayment to be made “off the top” rather than impacting Region 2. It also provides the Baptist Road RTA with a realistic and relatively near term payment in full.

— Copy —

MEMORANDUM

DEPARTMENT OF TRANSPORTATION

Center for Procurement
4201 E. Arkansas Avenue, Room 150
Denver, Colorado 80222
FAX (303) 757-9669

2008 MAY 22 AM 11:46



DATE: May 6, 2008

TO: Denise Denslow, Manager
Baptist Road Rural Transportation Authority
6399 S Fiddlers Green Blvd., Suite 102
Greenwood village, CO 80111

SUBJECT: Project 13388

Please find enclosed your copy or (original) of the referenced contract.

NOTE: WORK SHALL NOT COMMENCE UNTIL A WRITTEN NOTICE TO PROCEED HAS BEEN ISSUED BY THE COLORADO DEPARTMENT OF TRANSPORTATION REPRESENTATIVE.

Copies/original of this contract has been distributed this date to the following:

- CDOT Files
- Business/Headquarters Staff Manager
- Vendor/Government agency
- CDOT Representative

Sincerely,

Linda King
Center for Procurement
And Contract Services
(303) 757-9236

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 5th day of May 2008, by and between the State of Colorado for the use and benefit of the COLORADO DEPARTMENT OF TRANSPORTATION hereinafter referred to as the "State" or "CDOT" and the BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY, COLORADO (BRRTA), 6399 South Fiddler's Green Circle, Suite 102, Greenwood Village, Colorado 80111, CDOT Vendor #: 2100031, hereinafter referred to as the "Authority" or the "Local Agency."

FACTUAL RECITALS

1. Required approval, clearance, and coordination have been accomplished from and with appropriate agencies.
2. Pursuant to § 43-2-144 C.R.S., as amended, § 43-3-101 C.R.S., as amended, § 43-2-147 C.R.S., as amended, § 29-1-203 C.R.S., as amended, and State Highway Access Code, 2 CCR 601-1, as amended, the State may contract with the Local Agency to provide for the construction, and maintenance of highways that are part of the state highway system or that are part of the Local Agency's road system.
3. Pursuant to the terms of CDOT'S Policy Directive #1601.0, hereinafter referred to as the "Policy Directive," the Local Agency may apply for permission to, and may be permitted to enter into, an Intergovernmental Agreement, hereinafter referred to as an "IGA," with CDOT to delineate the construction, ownership and maintenance of a new interchange on a major state highway, entirely, or principally without cost to CDOT.
4. The Local Agency has taken steps under the Policy Directive to secure this IGA regarding road improvements and planning for the Interim Safety Improvements to the I-25 and

Baptist Road Interchange in Monument, Colorado.

5. For the purposes of this IGA, "Local Agency Project" shall be described as the I-25/Baptist Road Interchange as described in Exhibit A.
6. The Local Agency and CDOT, collectively hereinafter referred to as the "Parties," desire to enter into this IGA to designate ownership of the project area and to establish responsibilities, including financial commitments, for the project area construction, and maintenance.
7. CDOT has completed the Design, Environmental studies and ROW, and had intended to delay the construction phase of the project until 2011 at the earliest.
8. The Local Agency has the funding available for the Construction phase and desires to perform the construct management of the interchange using CDOT's Design and eliminating any lengthy delay of construction.
9. Pursuant to the Policy Directive, the Parties have made the Interchange part of both the Transportation Planning Region's approved constrained Regional Transportation Plan and the approved Statewide Transportation Plan (STIP) # SP 4002 and PP6451.
10. By its Resolution, Number TC-1449, the Transportation Commission of Colorado, hereinafter referred to as the "Commission," accepted, as meeting the standards set forth in the Policy Directive, the Local Agency's Interchange System and Project Level Feasibility Study and the Local Agency's Interchange Management Plan regarding the Interchange.
11. In anticipation of this Agreement, CDOT has established CDOT Project IM 0252-341 (13388), hereinafter referred to as the "Project," to include its construction review and oversight services related to the Interchange.
12. The Local Agency desires that CDOT provide construction and design review and oversight services for the Local Agency Project, for which the Local Agency will reimburse

CDOT \$200,000.00. CDOT has budgeted funds in the Project accordingly, to permit CDOT's personnel to charge their review and oversight services related to the Interchange construction.

13. The Local Agency has submitted a preliminary version of CDOT form #463 (Exhibit B, attached, and by this reference, incorporated herein) describing the general nature of the work comprising the Project. The Local Agency understands that, before the Project work actually begins, the Form #463 description of the Project work in CDOT form #463 may change due to revisions that CDOT, in conjunction and coordination with the Local Agency, may make to the Interchange.

14. The "Work" of this IGA includes CDOT Construction Review and Oversight services and the contract further provides Delineation of Ownership and Delineation of Maintenance & Operations.

15. The Local Agency has estimated the total cost of the Work and is prepared to provide one-hundred percent (100%) of the funding required to complete the Work (excluding maintenance activities) located in the Interchange, including the cost to reimburse CDOT for its review and oversight services related to the Interchange construction and design.

16. The Local Agency has made funds available to cover its share of the estimated costs related to the Construction Activities portions of the Work, including the cost to reimburse CDOT for its review and oversight charges.

17. The Local Agency has determined that it will be able to meet the maintenance activities of the Work, which continue into the indefinite future. It is understood that the Local Agency will assign its interest in the Interchange and delegate its obligations of maintenance to El Paso County.

18. The BRRTA's authorized representatives have duly passed and adopted the appropriate resolution (Exhibit C, attached, and, by this reference, incorporated herein).

19. This contract is executed under the authority of §§ 43-2-104.5, 29-1-203, 43-1-105, 43-2-102 (or 103), 43-1-116, 43-2-103, and 43-2-144, C.R.S., as amended, CDOT'S Policy Directive #1601.0, as revised, the resolution of the Baptist Road Rural Transportation Authority.

NOW, THEREFORE, it is hereby agreed that:

I. PROJECT FEATURES

A. The Work under this contract shall consist of the CDOT Construction Review and Oversight services, and the contract further provides Delineation of Ownership and Delineation of Maintenance & Operations, as more particularly described in Section VI, Specific Areas of Work Responsibility below.

B. The property interests associated with the Interchange under this contract shall, as required by the Policy Directive, include, but not be limited to the ownership of the following:

1. Right of way and access control;
2. Ramps associated with the Interchange;
3. Physical features and related facilities of the Interchange, including, e.g., the Interchange Structure, and the Interchange Structure's associated lighting, culverts, etc.;
4. Other Interchange-related facilities, as appropriate, e.g., bike paths, traffic lights, pedestrian facilities, park-and-ride facilities, etc.

C. The division of property associated with the Interchange shall be as follows:

1. The Local Agency shall own all of the Interchange improvements, except the improvements designated as CDOT property in sub-paragraph I.C.2,

below.

2. CDOT shall own the mainline and each of the Ramps leading to and from the Interchange, including each of the Ramps' guardrails.
3. CDOT and the Local Agency shall have the right of access to all of the property associated with the Interchange.

II. INCORPORATION BY REFERENCE

All state statutes, regulations, specifications, directives, procedures, documents, and publications that are specifically identified and/or referenced in this contract, together with all exhibits and attachments and addenda to this contract, are incorporated herein by this reference as terms and conditions of this contract as though fully set forth.

III. PROJECT FUNDING PROVISIONS

A. The total cost of the Work, excluding the cost of the Maintenance portion of the Work, and the Project, which includes the additional costs to reimburse CDOT for construction and design review and oversight services, shall be borne by the Local Agency at no cost to CDOT. This total cost shall, as required by the Policy Directive, include all costs associated with the development and construction of the Interchange, unless otherwise excluded in this IGA, including, but not limited to the total costs for the following:

- 1) utility relocation
- 2) actual construction
- 3) minimum landscaping
- 4) landscaping above minimum standards
- 5) minimum lighting
- 6) lighting above minimum standards
- 7) traffic control signals and signs
- 8) additional improvements to the corridor

- 9) CDOT staff costs for review and oversight.
- 10) Wetland monitoring costs

Upgrades or redesigns of the structure in the future, as well as future capacity improvements shall be addressed, as needed, among the Parties, under the terms of a formal Amendment to this Agreement. The local agency will be responsible to fund the Local Agency Project using 100% of Local Agency funds. The Local Agency will be responsible to pay the interest that becomes due and payable on \$16,362,000 (the bond amount). The State will reimburse the Local Agency 100% of the cost of the interchange (estimated at \$16,362,000), which will exclude borrowing costs, at some point in the future when funding becomes available.

B. CDOT shall perform, at its costs, the Maintenance Activities for the Interchange Ramps, from asphalt line to asphalt line, Ramp guardrails, and I-25 mainline, roadway shoulders, and median barriers. The total cost of all other Maintenance Activities, for the indefinite future, shall be borne by the Local Agency and shall be at no cost to CDOT. It is understood by the Parties that the total cost of the Maintenance Activities presumes the Maintenance Activities will be conducted as prescribed by generally accepted CDOT practices, and will include, as required by the Policy Directive and as appropriate and unless otherwise excluded in this IGA, the following features and activities:

- 1) surface condition on the structure
- 2) surface condition on the ramps
- 3) general maintenance of the structure
- 4) rehabilitation of the structure
- 5) replacement of the structure
- 6) landscaping and irrigation
- 7) lighting
- 8) traffic signals
- 9) signs
- 10) drainage
- 11) structure inspection costs
- 12) other utilities' costs

- 13) safety features such as guardrail, etc.
- 14) pavement markings
- 15) snow and ice control
- 16) overall general maintenance such as sweeping, painting, trash pick-up, etc.
- 17) bike paths, pedestrian features
- 18) operation of traffic control equipment
- 19) all other transportation demand management activities;
- 20) any other activities necessary to preserve the functional integrity of the Interchange, the State Highway system, and the surrounding local transportation system.

C. The approximate amount payable by the Local Agency to the State under this IGA for the review and oversight Work shall be \$200,000.00. It is understood and agreed by the Parties hereto that the total cost of the review and oversight Work is the best estimate available, based on the data as approved at the time of execution of this IGA, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the Parties. The amount payable to the State set forth above shall not exceed \$200,000 without the prior approval of the Local Agency.

D. The Parties hereto agree that this IGA is contingent upon all funds designated for the Work, as set out in Section III, above, being made available from the Local Agency's sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the IGA may be terminated by any of the Parties, provided that any Party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination. In the event that any portion of the Work is to be bid, this IGA may not be terminated following award of any construction contract.

IV. PROJECT PAYMENT PROVISIONS

A. The Local Agency will reimburse CDOT for its incurred direct costs for construction review and oversight services relative to the Work estimated at \$200,000.00, following the Local

Agency's review and approval of such charges, and subject to the terms and conditions of this IGA.

B. If the Local Agency is to be billed for CDOT incurred direct costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from CDOT (approved as set forth below), the Local Agency will remit their portion of the amount billed to CDOT no later than 30 days after receipt of each bill. Should the Local Agency fail to pay money due CDOT within 30 days of demand or within such other period as may be agreed upon in writing between the Parties hereto, the Local Agency agrees that at the request of CDOT, the State Treasurer may withhold an equal amount from future apportionments due the Local Agency, from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds, until CDOT is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to CDOT as required by this section (within 45 days after the date of each bill), the Local Agency, as applicable, shall pay interest to CDOT at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.

V. LIAISON AND COMMUNICATION

CDOT will provide liaison with the Local Agency through CDOT's Region 2 Director Tim Harris, 905 Erie Avenue, P.O. Box 536, Pueblo, CO 81002-8017. Said Region Director will also be responsible for coordinating CDOT's activities under this IGA. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 2 and the Local Agency. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to State:
Dan Hunt
Project Manager
CDOT Region 2,
North Program
1480 Quail Lake Loop
Colorado Springs, CO 80906
(719) 634-2323

If to the Local Agency:
Denise Denslow
Manager
Baptist Road Rural Transportation Authority
c/o RS Wells LLC
6399 S. Fiddlers Green Blvd., Suite 102
Greenwood Village, CO 80111
(303) 779-4525

VI. SPECIFIC AREAS OF WORK RESPONSIBILITY

The Local Agency shall be responsible to perform all tasks, as are identified herein, which are needed to complete the following:

- 1) Construction Activities, as described below.
- 2) Utilities Activities, as described below.

CDOT shall provide construction review and oversight services relative to the non-Maintenance portions of the Work.

In performing each of the tasks comprising the Work, each of the Parties agrees to comply with:

- 1) applicable requirements and standards in applicable laws, regulations, policies, procedures, and guidelines; and 2) applicable terms and conditions of this IGA, including those process and task requirements and standards addressed below.

A. CONSTRUCTION

The Local Agency shall be responsible for all Construction aspects of the Work, including, construction, and construction administration. In performing the Construction aspects of the Work, the Local Agency shall comply, and shall ensure that any Consultant it hires to perform any part of the Construction aspects of the Work, shall comply with: 1) all applicable Federal and State Law and Regulations; and, 2) all applicable CDOT Manuals and Standards (including,

e.g., the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction). The State will perform a final project inspection prior to Work acceptance as a Quality Control/Assurance activity. When all Work has been completed in accordance with the plans and specifications, as certified through CDOT's oversight and inspections, the State will sign the FHWA form 1212.

B. UTILITIES

The Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in this project. Prior to this project being advertised for bids, the Local Agency shall certify in writing that all such clearances have been obtained.

VI. MAINTENANCE AND OPERATIONS

A. Hardscape

The following table defines the locations where maintenance responsibilities begin and end for BRRTA and CDOT:

<u>RAMPS</u>	<u>RAMP LOCATION</u>
Northwest Ramp Ramp A	123+47.72 Farthest End of Curb on Ramp from Baptist Road
Northeast Ramp Ramp B	220+41.87 Farthest End of Curb on Ramp from Baptist Road
Southeast Ramp Ramp C	301+39.80 Farthest End of Curb on Ramp from Baptist Road
Southwest Ramp Ramp D	401+33.80 Farthest End of Curb on Ramp from Baptist Road

The Local Agency shall, at its own cost and expense maintain, operate, and make ample provision each year for the maintenance of the hardscape improvements, during their useful life,

constructed under this IGA. The features of hardscape maintenance responsibility appear in Exhibit A.

Such maintenance and operations shall be in accordance with all applicable statutes and ordinances, and regulations promulgated thereunder, which define the Local Agency's obligations to maintain such improvements. CDOT will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Hardscape Maintenance responsibilities are as follows, but not limited to:

CDOT Responsibility as shown in Exhibit A

- Bridge structure deck maintenance, repair and replacement
- Bridge structure replacement
- Bridge Inspection
- Patching and roadway paving, snow removal, sanding, and sweeping.
- Ramps
- Drainage systems along the ramps which includes the water quality ponds
- Guardrail
- Signs
- Highway lighting
- Traffic signals at intersections of all ramps with Baptist Road
- Pavement striping and markings

Local Agency Responsibility as shown in Exhibit A

- Patching and roadway paving, snow removal, sanding, and sweeping
- Drainage, other that is not included above.
- Pavement striping and markings
- Signs
- Bike/pedestrian features
- Guardrail
- Lighting
- Signs
- Traffic signals except for traffic signals at the intersections of all ramps and Baptist Road

The State reserves the right to determine the conformance of the Hardscape Maintenance by the Local Agency under this IGA. The State will notify the Local Agency in writing of any deficiency in the work. Upon notice of any deficiency in the Hardscape Maintenance, either: a) by the State; or b) by its own observation; or c) by any other means, the Local Agency shall take action as soon as possible, but not later than 30 working days after such notice to correct the deficiency and to protect the safety of the traveling public. In the event the Local Agency, for any reason, does not, or cannot correct the deficiency within 30 working days, or does not demonstrate that action satisfactory to cure such default has been commenced and will be completed in a timely manner, or does not otherwise demonstrate that no deficiency exists, the State reserves the right to correct the deficiency and to bill the Local Agency for such work.

B. Landscape

CDOT will be responsible for all landscaping within CDOT right-of-way. The Local Agency will be responsible for all landscaping within the Local Agency right-of-way

C. Preble's Meadow Jumping Mouse and Wetlands (PMJM)

(a) Prebles Meadow Jumping Mouse

Temporary impact areas on Baptist Road will be revegetated in-kind to the extent possible and monitored at the completion of construction to ensure that they are restored to functional PMJM habitat. This will include the use of upland and wetland seed mixes (provided in the SS 1 BA), and the use of willow cuttings and dormant logs to replace woody vegetation. CDOT will revegetate and monitor 1.189 acres on the south side of Baptist Road, 0.164 acres on the frontage road, and 0.36 acre on the north side of Baptist Road. Monitoring will include the following activities and standards:

- Total foliar cover in revegetated habitat shall be at least 70% after three growing seasons, as measured by the line-intercept method. Total foliar cover is the sum of graminoid, shrub, forb, and tree foliar cover values.
- Photographs will be taken at points selected throughout the project habitat areas that document revegetation progress.
- Monitoring shall include controlling noxious weeds during and after construction.

Monitoring will be conducted for three consecutive years following revegetation, or until success criteria have been achieved.

(b) Wetlands

BRRTA will be responsible for monitoring and maintenance of all the mitigated wetlands.

BRRTA will follow the requirements of the 404 Permit.

D. All parties will comply with the terms and conditions of the biological opinion from the U.S. Fish and Wildlife Service and the 404 permit from the U.S. Army Corps of Engineers.

VII. GENERAL PROVISIONS

A. This IGA may be terminated as follows:

(a) Termination for Cause. If, through any cause, any of the Parties shall fail to fulfill, in a timely and proper manner, its obligations under this IGA, or if any of the Parties shall violate any of the covenants, agreements, or stipulations of this IGA, the non-violating or non-defaulting Party or Parties shall thereupon have the right to terminate this IGA for cause by giving written notice to the violating or defaulting Party of its/their intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. Notwithstanding the above, the Local Agency shall not be relieved of liability to CDOT for any damages sustained by CDOT by virtue of any breach of the IGA by the Local Agency.

If after such termination it is determined, for any reason, that allegedly violating or defaulting Party was not in default, or that this Party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the Parties shall be the same as if the IGA had been terminated for convenience, as described herein.

(b) Termination for Convenience. The Parties may terminate this IGA at any time the Parties determine that the purposes of the distribution of funds under the IGA would no longer be served by completion of the Work. The terminating Party shall effect such termination by giving written notice of termination to the other Parties and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. Termination for convenience shall not be permitted once construction has begun.

(c) Termination Due to Loss of Funding. The Parties hereto expressly recognize that CDOT is to be paid, reimbursed, or otherwise compensated with Local Agency's funds which are available to the Local Agency for the purposes of contracting for the Work provided for herein, and, therefore, CDOT expressly understands and agrees that all its rights, demands and claims to compensation arising under this IGA are contingent upon availability of such funds to the Local Agency. In the event that such funds or any part thereof are not available to the Local Agency, the Local Agency may immediately terminate or amend this IGA.

B. Notwithstanding the above, the terminating Party shall not be relieved of liability to CDOT for any damages sustained by CDOT by virtue of the terminating Party's termination of the IGA.

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

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

E. To the extent that this IGA may be executed and performance of the obligations of the Parties may be accomplished within the intent of the IGA, the terms of this IGA are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

F. This IGA is intended as the complete integration of all understandings among the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing.

G. Except as herein otherwise provided, this IGA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. It is acknowledged that the Local Agency intends to assign its rights in the Interchange and delegate its obligations for Maintenance to El Paso County.

H. The Local Agency represents and warrants that it currently has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this IGA. The Local Agency further covenants that, in the performance of this IGA, it will not employ any person or firm having any such known interests.

I. This IGA shall become "effective" only upon the date it is executed by CDOT. The term of this IGA shall begin on the date first written above and shall continue through the completion and final acceptance of this Project by CDOT and the Local Agency.

J. If a conflict occurs between the provisions of this IGA proper and the attachments hereto, the priority to be used to resolve such a conflict shall be as follows:

1. This IGA proper;
2. Other IGA attachments and exhibits, in their respective order.

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

L. Each Party assures and guarantees that it possesses the legal authority to enter into this IGA. Each Party warrants that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this IGA and to bind the Party to its terms. The person(s) executing this IGA on behalf of the each Party warrant(s) that they have full authorization to execute this IGA.

M. This contract shall be subject to annual appropriations by the parties hereto.

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

BAPTIST ROAD RURAL
TRANSPORTATION AUTHORITY

STATE OF COLORADO
BILL RITTER, JR., GOVERNOR

CDOT Vendor #: 2100031

By Patricia Hutto
for Executive Director
DEPARTMENT OF TRANSPORTATION

Wayne Williams
Signature of Authorized Officer

Wayne Williams, President
Print Name & Title of Authorized Officer

ATTEST: (SEAL)

Angela Hutto Authority Secretary
Wayne Williams Authority Chairman



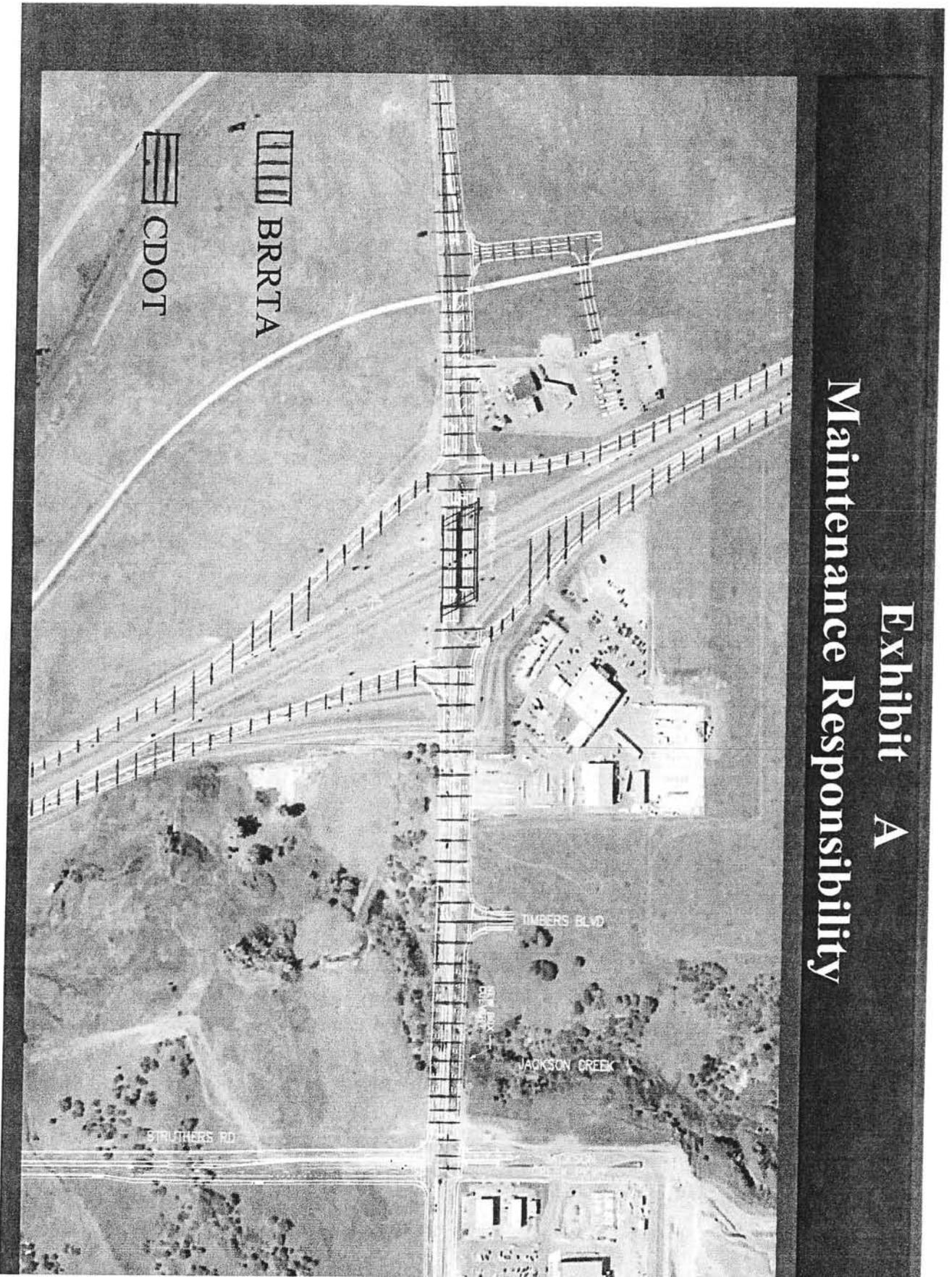
ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
LESLIE M. SHENEFELT

By Leslie M. Shenefelt
Date May 5, 2008

Exhibit A Maintenance Responsibility



Colorado Department of Transportation DESIGN DATA <input type="checkbox"/> Metric <input checked="" type="checkbox"/> English Page 1		Origin Date:	Project code: 13388	STIP number: SP4002								
		Revise Date:	Project number: IM 0252-341									
		Revision #:	PE Project Code	PE Project Number								
		Region: 02										
Status: <input checked="" type="radio"/> preliminary <input type="radio"/> final <input type="radio"/> revised		Project description: Cap Impr-Briargate/Monument										
Prepared by: Dan Hunt	Revised by:		County1: El Paso	County2:	County3:							
Date: 02/21/2006	Date:		Municipality: Colorado Springs									
Submitted by Proj. Mgr: HUNTD	Approved by Preconstruction Engineer:		System code: Interstate									
Date:			Oversight: Exempt									
Geographic location: I 25 from Briargate Interchange to Monument Interchange		Planned length: 9.1										
Terrain type: <input type="radio"/> Level <input type="radio"/> Plains <input checked="" type="radio"/> Rolling <input type="radio"/> Urban <input type="radio"/> Mountainous												
Description of proposed construction/improvement (attach map showing site location) Identify and narrow the choices for long-term capacity improvements to I-25 at these limits												
1 Traffic (Note: use columns A, B, and/or C to identify facility described below)												
		Current year: -2000		Future year: -2025		Facility location						
Facility	ADT	DHV	DHV % trucks	ADT	DHV	Industrial	Commercial	Residential	Other			
A Interstate 25	33000		7%	82000		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
B Baptist Road	18240		3%	-----		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
C						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
2 RdwyClass												
	Route	Refpt	Endrefpt	Functional classification	Facility type	Rural code						
1.	025A	151.66	160.764	F	Freeway	> 200,000						
2.												
3.												
3 Design Standards (Identify substandard items with a checkmark in 1st column and clarify in remarks)												
	A = Interstate 25				B = Baptist Road				C =			
	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate	Standard	Existing	Proposed	Ultimate
<input type="checkbox"/>	Surface type	Asp	Asp	Conc.	Asp	Asp	Asp					
<input type="checkbox"/>	Typical section type				urban	urban	urban					
<input type="checkbox"/>	# of travel lanes	---	2	---	2	2	2					
<input type="checkbox"/>	Width of travel lanes	---	12'	---	12'	12'	12'					
<input type="checkbox"/>	Shoulder wd. lt./median	---	4'	---	C/G	---	C/G					
<input type="checkbox"/>	Shoulder wd. rt./outside	---	10'	---	C/G	---	C/G					
<input type="checkbox"/>	Side slope dist. ("z")	---	---	---	---	---	---					
<input type="checkbox"/>	Median width	---	varie	---	4-16	---	varie					
<input type="checkbox"/>	Posted speed	---	75	---	35	35	35					
<input type="checkbox"/>	Design speed	---	---	---	50	---	50					
<input type="checkbox"/>	Max. superelevation	---	---	---	<4%	---	<4%					
<input type="checkbox"/>	Min. radius	---	---	---	>700'	---	>700'					
<input type="checkbox"/>	Min. horizontal SSD	---	---	---	300'	---	300'					
<input type="checkbox"/>	Min. vertical SSD	---	---	---	300'	---	300'					
<input type="checkbox"/>	Max. grade	---	---	---	---	---	---					
Project under <input type="radio"/> 1R <input type="radio"/> 3R <input type="radio"/> 4R <input type="radio"/> Other: _____ criteria						Existing guardrail meets current standards: <input checked="" type="radio"/> Yes <input type="radio"/> No						
Variance in minimum design standards required <input type="radio"/> Yes <input checked="" type="radio"/> No						Comments will be replaced to meet current standards.						
<input type="checkbox"/> Justification attached <input type="checkbox"/> Request to be submitted <input type="checkbox"/> See remarks <input type="checkbox"/> Bridge (see item 4)												
<input type="checkbox"/> Safety project <input type="checkbox"/> Not all standards addressed												
<input checked="" type="checkbox"/> Stage construction												
Resurfacing projects												
<input type="checkbox"/> Recommendations concerning safety aspects attached												

RESOLUTION

OF THE BOARD OF DIRECTORS OF THE
BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY
REGARDING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COLORADO DEPARTMENT OF TRANSPORTATION

The Board of Directors (the "Board") of the Baptist Road Rural Transportation Authority ("BRRTA"), El Paso County, Colorado, finds and declares that:

WHEREAS, BRRTA and its constituents desire to reconstruct the interchange at Baptist Road and Interstate 25;

WHEREAS, the Colorado Department of Transportation ("CDOT") requires, prior to construction on improvements within the interstate highway system and CDOT property, that an Intergovernmental Agreement be entered with the entity performing such construction relating to (i) Construction Review and Oversight, (ii) Ownership, and (iii) Operations and Maintenance of the new improvements;

WHEREAS, pursuant to Section 43-4-605(1)(a), C.R.S., BRRTA is authorized to enter into contracts and agreements affecting the affairs of the Authority; and

WHEREAS, the Board has reviewed the proposed Intergovernmental Agreement with CDOT and desires to execute same.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BAPTIST ROAD RURAL TRANSPORTATION AUTHORITY, EL PASO COUNTY, COLORADO, THAT:

The Intergovernmental Agreement between the Colorado Department of Transportation and the Baptist Road Rural Transportation Authority for Project No. IM-0252-341 is hereby approved.

ADOPTED AND APPROVED this 11th day of April, 2008.


Wayne Williams, President

ATTESTED:


Amy Lathen, Secretary



EXHIBIT D

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COST*
I-25/BAPTIST ROAD INTERCHANGE IMPROVEMENT
SUMMARY
February 3, 2006

	Estimated Cost
Baptist Road from East Ramps of I-25 to Jackson Creek Parkway	
Estimated Construction Cost	\$ 2,920,800
Construction Management and Inspection	\$ 528,700
Right-of-Way	\$ 490,000
<hr/>	
Subtotal Estimated Project Cost	\$ 3,940,000
I-25/Baptist Road Interchange and West Side Baptist Road Improvements	
Estimated Construction Cost	\$ 9,555,200
Construction Management and Inspection	\$ 1,729,500
Right-of-Way	\$ 1,137,500
<hr/>	
Subtotal Estimated Project Cost	\$ 12,422,000
<hr/>	
Total Estimate Project Cost	\$ 16,362,000

*Does not include soft bonding cost

EL PASO COUNTY



COMMISSIONERS
DENNIS HISEY (CHAIR)
AMY LATHEN (VICE CHAIR)

COLORADO

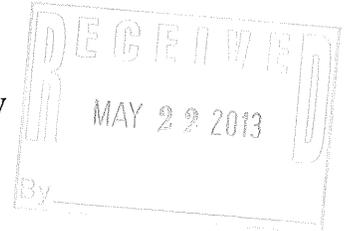
SALLIE CLARK
DARRYL GLENN
PEGGY LITTLETON

COMMISSIONER, DISTRICT 1

DARRYL GLENN

Baptist Road Rural Transportation Authority

8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111



April 26, 2013

Mr. Les Gruen, Transportation Commissioner
Colorado Department of Transportation
Six South Tejon Street, Suite 550
Colorado Springs, Co 80903

With copy to:

Mr. Rob MacDonald, Executive Director
Pikes Peak Area Council of Governments
15 South 7th Street
Colorado Springs, Colorado 80905

Re: Baptist Road Interchange

Dear Les:

The purpose of this letter is three-fold. First, to again thank the Department of Transportation for the partnership with the Baptist Road Rural Transportation Authority that allowed the reconstruction of the Baptist Road interchange to take place. The residents, businesses, and visitors of Monument have been enjoying this transportation improvement now for several years. As you know, our teams were able to complete this project ahead of schedule and under budget, which only makes the success of it that much better.

Second, the Baptist Road Rural Transportation Authority continues to service the debt that was issued to provide construction funds for the interchange. We are committed to retiring this debt as soon as possible. The \$3 million payment made to BRRTA by the Department of Transportation in February of 2012 was directly applied to this debt. This payment from CDOT is greatly appreciated, and is testament to our collective commitment to this project. A copy of the IGA between CDOT and BRRTA is attached for your easy reference.

As such, the third reason for this letter is to acknowledge that the total project costs of \$18,319,199 means we still have a way to go in achieving that goal of early debt retirement. While we understand that CDOT has many financial obligations, the Baptist Road Rural Transportation would like to stay fresh on the radar for additional payments as they become available.

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COLORADO SPRINGS, CO 80903
FAX: (719) 520-6397
DARRYL.GLENN@ELPASOCO.COM



With CDOT seeking to award projects based on partnerships under RAMP, we believe repayment of the I-25/Baptist Road interchange construction costs is an appropriate project to consider.

Again, thank you for the partnership between our two entities. This crucial transportation improvement has enhanced the safety of countless people.

Sincerely,

Darryl Glenn
President

Jeff Kaiser
Vice President

Travis Easton
Secretary/Treasurer

Dennis Hisey
Secretary/Treasurer

Wayne Williams
Secretary/Treasurer

Baptist Road Rural Transportation Authority