

POLICIES AND PROCEDURES

MEMORANDUM OF UNDERSTANDING

PART I. GENERAL PROVISIONS

- A. Purpose: This memorandum shall be known as the Policies and Procedures Memorandum of Understanding and shall serve to establish the Policies and Procedures that Developers and Contractors need to follow when constructing new facilities within Copper Mountain Consolidated Metropolitan District (District) boundaries. The Policies and Procedures discussed herein are in addition to the District's Rules and Regulations (latest edition), and the District's Standard Specifications and Details.
- B. Scope: The Policies and Procedures outlined in this memorandum include:
1. Design Procedures: The steps that need to be followed in the design and approval of any system improvements prior to construction.
 2. Construction Standards: The general compliance, safety, warranty, inspection, submittal, meetings and several other Policies and Procedures that must be followed during construction.
 3. Conditional and Final Acceptance: The steps that need to be taken after construction to transfer responsibility and ownership of the system improvements to the District.
 4. Developer/Contractor Checklist: A checklist for the entire process from design, construction, and acceptance.
 5. Forms: Improvements Agreement, Notice of Agreement, Notice to Proceed with Construction, Conditional Acceptance, and Final Acceptance Forms.

The scope of this memorandum does not include the Policies and Procedures for Inclusions. Inclusions are specifically covered in Article 4 of the Rules and Regulations. It is assumed that all system improvements pertaining to the Policies and Procedures in this memorandum are to be constructed on property that has already been legally included into the District.

PART II. DEFINITIONS

- A. Conditional Acceptance: When construction of the system improvement is complete and ready for operation, and all submittals, bonds, and evidence of compliance have been approved by the District. The date with the warranty period begins.
- B. Contractor: Any person, group, corporation, or other entity who performs any work either for himself or another, on any new or existing water or sewer facilities, public or private, within the District, including all subcontractors, agents, employees, officers and other representatives of such person.
- C. Developer: Any person, group, corporation, or other entity, developing or proposing to develop land for the purpose of sale or disposal of land within the District.
- D. District: Copper Mountain Consolidated Metropolitan District, Summit County, Colorado, and its board of directors, manager, authorized employees, agents, offices, insurers, and professional consultants.
- E. District Engineer: Licensed engineer who has contracted to do engineering work and consultation for the District.
- F. Final Acceptance: Conveyance of all water and sewer improvements from the Developer/Contractor/Grantor to the District upon satisfactory completion of the one year warranty period.
- G. District System: Plants, facilities, systems and assets owned and directly controlled by the District as used herein, the term includes both water and sewer systems unless otherwise specified. Service lines are not part of the District system.
- H. Grantor: The entity financially responsible for the installation facilities together with any entity or persons holding encumbrances on the property.
- I. Improvements Agreement: The written agreement between the District and Developer/Contractor covering the work to be performed.
- J. Policies and Procedures: This document
- K. Rules and Regulations: Procedures, rules, regulations and policies promulgated by the District, including periodic updates.
- L. Standard Specifications and Details: The minimum technical standards and details and related operating rules for design, installation, construction and maintenance of all water and sewer facilities within the District.

- M. System Improvements: The total construction of the work to be provided under the Improvements Agreement.

PART III. SYSTEM IMPROVEMENTS

- A. Approval Required; Improvements Agreement: No person shall commence any construction to improve the District's system without prior written approval of the District, following formal application and upon compliance with the District Rules and Regulations, these Policies and Procedures, and the Standard Specifications and Details. Any person desiring to make improvements to the District's System shall enter into a written Improvements Agreement with the District setting forth any or all terms and conditions applicable to such improvements.
- B. Location: System improvements shall be installed only in rights-of-way or easements deeded to the District, or in platted easements or roads or streets which have been approved by the County or State, or other public agency as a public right-of-way. Rights-of-Way or easements not on public rights-of-way shall be granted to the District by the property owner at no cost. The property owner shall be responsible for and pay all costs and expenses of whatever kind associated with the acquisition and approval of all easements and rights-of-way necessary for the system improvements. These expenses may include those associated with condemnation, but this shall not be construed as imposing any obligation whatever upon the District to commence or prosecute any condemnation action.
- C. Design and Construction: The Developer shall be solely responsible for all costs and expenses of design, construction, and installation of all system improvements, including fees paid to the District for plan review, and construction observations, inspections, supervision.
- D. Design Review and Construction Supervision: The District will be responsible for and will perform all design review and construction supervision for system improvements. Design review and construction supervision will be by either District employees, or by District Engineer.
- E. Design Procedure: The following steps will be followed in the design of any system improvements project.
 - 1. The Developer shall, as far in advance as possible, inform the District in writing with a Letter of Intent, of the type of system improvements project (water, sewer, or both), the estimated capacity requirements, the geographical location, and the desired completion date.
 - 2. Within 21 days after the District's receipt of the written information required above, the District shall schedule a preliminary project meeting with the

Developer, at which time all available information and data will be shared and discussed, general project design alternatives (alignment options, etc.) will be identified to the extent possible, a project timeline will be established, and a scope of work for design review and construction supervision will be submitted by the Developer.

3. As soon as practicable after the preliminary project meeting, the District will meet with its District Engineer to review the scope of work, and make any appropriate modifications thereto, which changes shall be submitted to the Developer for approval. All costs and expenses incurred by the District in the process of establishing and finalizing the scope of work shall be borne by the Developer.
4. The Developer will complete preliminary design of the project in accordance with the project timelines, showing the general alignment and configuration of the facilities, with preliminary project specifications for District approval. Two copies of the preliminary design plans and specifications are required for District review. Should the District, within 30 days of the receipt of the preliminary design, express objection or concern about the preliminary design, a meeting will be held with the District, the Developer, and the District Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the preliminary design made and set forth in writing.
5. When the preliminary design is agreed upon, the Developer shall proceed with final design of the project, which shall include an estimate of the project construction costs, and shall submit the same to the District in accordance with the project timelines for approval. Two copies of the final design plans and specifications are required for District review. Should the District, within 30 days of the receipt of the final design, express objection or concern about the final design, a meeting will be held with the District, the Developer and the District Engineer. At such meeting, all constructive comments and specific alternatives will be considered, and any appropriate adjustments to the final design made and set forth in writing.
6. The District will use its best efforts to respond promptly to contacts by the Developer, and to shorten the overall time table for the Project to the extent practicable.
7. Final plans shall be prepared by and signed by a Professional Engineer licensed in the State of Colorado.

8. Final plans should not be submitted for work that will not be commenced within six months of the approval date. If construction of the improvements does not begin within six months of the approval date, or if construction is halted for more than six months, then plans must be resubmitted for review and approval.
- F. Plan Review and Approval: No construction of any system improvements shall begin unless and until the plans and design have been reviewed and approved by the District, and until the District has issued written notice that construction may begin, and a preconstruction conference is held.
- G. Letter of Credit: A letter of credit in an amount equal to the estimated cost of construction will be due to the District from the Developer before any system improvements construction commences. If collateral to guarantee performance of construction and installation of the system improvements has been submitted to Summit County and approved as part of the County's Land Development requirements, then evidence of such collateral shall be submitted to the District.
- H. Plan Review Fees: Whenever any provision of these Policies and Procedures requires a review of plans and design by the District, the Developer shall pay a fee per hour for review when the same are submitted for review. Plans or any portion thereof requiring revision are subject to a subsequent fee when resubmitted. See Article 7 and Appendix B of the Rules and Regulations for the Rates and Charges Schedule.
- I. Construction/Inspection/Supervision Fees: Construction/Inspection/Supervision fees shall be paid upon District approval of construction plans submitted for review. See Article 7 and Appendix B of the Rules and Regulations for the Rates and Charges Schedule.

PART IV. CONSTRUCTION STANDARDS

- A. General Construction Standards: All excavations and other work on new or existing main extensions, taps, or other District facilities shall be performed in conformity with and are subject to the requirements and conditions set forth below. The term Contractor as used herein applies also to the Property Owner.
 1. Compliance: Contractor shall comply with all District, State, County, and Federal Rules, Regulations, Policies, Procedures, Standards and Specifications. **Contractor shall comply with the Best Management Practices (BMPs) set by the Federal Clean Water Act and State regulation for site preparation and for Erosion, and Sediment and Runoff control.**
 2. Safety: It shall be Contractor's responsibility to determine, initiate, maintain and supervise all measures necessary to protect the public during construction.

3.Permits: The Contractor shall be solely responsible for determining and obtaining any and all permits required for the work from other governmental entities or agencies having jurisdiction, and shall perform the work in accordance with any and all applicable ordinances, regulations, laws and orders of, or permits issued by, such entities or agencies.

- i. Subsurface Structures: The District shall make available to the Contractor record drawings showing the location of its facilities in the vicinity of the work, and otherwise comply with all applicable laws and regulations pertaining to the location of the District's underground facilities. The Contractor shall be finally and solely responsible for determining the existence and location of all other subsurface structures in such area, and shall indemnify and hold the District harmless against any and all claims for damages to any such structures.
- ii. Warranty: All materials and workmanship furnished by the Contractor shall be warranted for a period of one year, and shall conform to the provisions of this section and to all plans and designs approved by the District, and shall be free from all defects due to faulty or non-conforming materials of workmanship.
- iii. Inspections: No inspection or testing will be performed by the District on weekends or holidays, or before 8:00 a.m. or after 4:30 p.m., without the express agreement of the District secured in advance. Whenever an inspection or testing is required by any specific provision of these Policies and Procedures or by the terms of any permit or plan approval, the Contractor shall give the District such notice as is required and shall not cover or otherwise obscure the work to be inspected until the inspection has been made. If required by the District, the Contractor shall uncover or otherwise make such work accessible for inspection when ordered to do so by the District. The inspections, testing and reviews performed by the District are for the sole and exclusive benefit of the District. No liability shall attach to the District by reason of any inspections, testing, or reviews required or authorized by these Policies and Procedures, or by reason of the issuance of any approval or permit for any work subject to this Section.
- iv. Independent Investigation: Contractor shall thoroughly examine the work site to ascertain for himself all soil, geological, groundwater and other conditions to be encountered which might affect the work being undertaken. The Contractor shall enter into such work relying on his own investigation and information, and not on any statements or representations, if any, that have been made by the District.

- v. Indemnification: By undertaking any work subject to this Section, Contractor agrees to indemnify and hold harmless the District and the Property Owner on whose property the work performed from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with any work subject to this Section if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or which arise out of any Worker's Compensation claim of any employee of the Contractor. Contractor shall investigate, handle, respond to any and all claims, and to provide defense for the District and such Property Owner at the sole expense of Contractor. The Contractor also shall bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
 - vi. Insurance: All insurance certificates required of the contractor by the Developer/Property Owner shall also list the District as additionally insured. No work shall commence on the system improvements until the District has been provided with Certificates of Insurance naming the District as a holder of a Certificate of Insurance.
- b. Required Submittals: No Contractor shall begin any excavation or any other work on any new or existing main extension, tap, or other District facilities until he has obtained the prior approval of the District therefor, and has submitted, in addition to any other materials required elsewhere herein, the following, approved as to form by the District:
- i. Written Improvements Agreement: A written improvements agreement duly signed by Contractor (1) acknowledging his consent to be bound by the provisions of Section A above; (2) warranting that the work will conform to such provisions and will be free from defects due to faulty or nonconforming materials and workmanship; (3) agreeing to indemnify the District as provided above; and (4) agreeing to pay any and all applicable fees and charges in connection with the work.
 - ii. Fees: The full amount of all fees payable in advance, or any required costs deposits, or both.
 - iii. Letter of Credit: A letter of credit in an amount equal to the estimated costs of construction, or evidence of such collateral if submitted to the County.

- c. Preconstruction Meeting: A preconstruction meeting will be held within ___ days of the Notice to Proceed with Construction. The Contractor will submit for District approval:
 - a. A construction schedule
 - b. A submittal schedule
 - c. Certificates of compliance
 - d. Progress meeting schedule
 - e. Inspection schedule
 - f. Pre-installation meeting schedule

- d. Construction Progress Meetings: Depending on the scope of the system improvements, the District may require weekly construction progress meetings.

- e. Stop Work Orders: The District may revoke any approval for work and issue a Stop Work Order upon a determination that the Contractor has violated or has failed to meet any condition of the approval, any provision of these Policies and Procedures, or any other standard, specification, or rule imposed by the District. A Stop Work Order may be issued orally or in writing by the District Manager or District Engineer, and shall take effect immediately upon the issuance thereof, and remain in full force and effect until rescinded in writing by the District.
 - i. Effect: It is unlawful for any person to do any work in violation of the terms of any Stop Work Order issued pursuant to this Section except such as may be permitted by the District in order to render the construction site safe and secure.

- f. Cure of Defects:
 - i. Order to Cure: If the District determines that any part of the work was not in conformity with these Policies and Procedures or approved plans, or is defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty, it may give written notice thereof to the Contractor. Such notice shall specify the non-conformity, direct the Contractor at his cost to perform specified curative work, and specify the period of time determined by the District reasonably necessary for completion of the curative work.

 - ii. District Cure: If the Contractor fails within the time stated following such notice to cure the non-conformity specified therein, the District, in addition to and without waiving any of its other remedies, may perform the work and charge the Contractor for its actual costs incurred in connection therewith.

- g. Fees: Contractor will pay the District all fees imposed and assessed by the District for permits, reviews, inspections, tests, approvals, and any other undertakings performed by the District or its professional consultants in connection with the administration and enforcement of these Policies and Procedures.

B. PART CONDITIONAL AND FINAL ACCEPTANCE

a. Conditional Acceptance

- i. Standards. Upon completion of construction, a request shall be submitted to the District for a preliminary inspection and Conditional Acceptance of the system improvements. The system improvements will qualify for Conditional Acceptance by the District when all of the following conditions have been met:

1. District Review: The District has determined that the system improvements have been constructed and connected to District facilities in conformity with these Policies and Procedures, the Standard Specifications and Details, approved plans, construction notes and specifications, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.
2. Grantor Requirements: Grantor has tendered and the District has approved the following:
 - a. Record drawings of the system improvements on reproducible vellum and with a disk copy in the latest version of AutoCAD, and certified compaction test results;
 - b. Key map pages consistent in form and content with current District requirements as to key maps showing the location of all component parts of the system improvements, or other arrangements approved in writing by the District have been made for the preparation thereof;
 - c. A 12-month maintenance bond, or other security approved by the District, in an amount equal to 25% of the costs of constructing the system improvements, or such greater amount as may be reasonably determined by the District on account of special circumstances of the particular system improvements, or any portion thereof;
 - d. A duly executed written statement that all suppliers of labor and materials have been fully paid, with lien waivers attached;
 - e. A duly executed written assignment of all manufacturer's warranties on materials, if applicable;

- f. Payment of all sums then due to the District in connection with the system improvements;
 - g. Operation and Maintenance Manuals, if applicable.
 - ii. Approval; Tap Permits: The District shall evaluate the request for Conditional Acceptance, and give written notice to the Grantor of its action, stating any special conditions attached to the Conditional Acceptance, or the reasons for denial of the request, if applicable. No taps or service connections to the system improvements will be permitted, nor will the District accept applications for such taps, until the District has conditionally accepted the system improvements as herein provided.
 - iii. Effective Date: Conditional Acceptance shall be effective as of the date the District executes the Conditional Acceptance form. As of such date, the system improvements shall be deemed operational, and any such person may apply to the District for tap permits. The District's acceptance of the system improvements, whether conditional or final, does not, however, guarantee that taps will be available. Availability of taps is governed at all times by the provisions of **Article 5** of the District Rules and Regulations and such availability is determined in accordance therewith at the time proper application for service is made.
- b. Maintenance and Repair: Until Final Acceptance of the system improvements, Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the system improvements, as set forth below:
 - i. Routine Maintenance: Grantor shall, at his sole cost, protect the system improvements and perform all routine maintenance thereon so as to keep it in good repair and operating condition. Such obligations shall include the repair or replacement of any part or parts thereof damaged as a result of street construction, paving, other utility installation or vehicular traffic. In addition, Grantor shall, at his sole cost, correct any soil subsidence or erosion which the District determines occurred in connection with or as a result of construction of the system improvements.
 - ii. Cure of Defects: Grantor shall, at his sole cost correct, repair or replace any part or parts of the system improvements which the District reasonably determines were not constructed in conformity with these Policies and Procedures, approved plans, construction notes or specifications, or which the District determines to be defective, of poor or unworkmanlike quality, or otherwise not in conformity with any applicable warranty.
- c. Acceptance for Maintenance (Final Acceptance)

- i. Standards: Prior the expiration of one year from the date of Conditional Acceptance (or any longer period of time reasonably determined by the District on account of the particular circumstances) of the system improvements or any portion thereof, Grantor may request the District to perform a final inspection and accept the system improvements for maintenance. Upon such request, the District shall inspect the system improvements and shall accept the same for maintenance when all of the following conditions are met:
 1. District Review: The District determines that the system improvements have been constructed and connected to District facilities in conformity with these Policies and Procedures, approved plans, construction notes, specifications and details, has passed all necessary tests, and has been approved for use by all other governmental entities and agencies having jurisdiction.
 2. Maintenance and Repair: Grantor has fully performed all maintenance and repair obligations imposed upon it during the period of Conditional Acceptance.
 3. Property Owner Requirements: Grantor has tendered and the District has approved all of the following:
 - a. A verified statement of actual cost of the system improvements, itemized as the District may require;
 - b. Any and all easements, bills of sale, or other conveyance instruments necessary to vest title to all component parts of the system improvements in the District with warranties of title;
 - c. All drawings, maps and construction notes pertaining to any changes in the system improvements made during the period of Conditional Acceptance;
 - d. Payment of all sums due to the District from Grantor on account of the system improvements;
 - e. Lien waivers in form acceptable to the District by all independent Contractors or others entitled to mechanics liens, including material man's liens against facilities and properties including in the system improvements.
- ii. Effective Date: The District's Final Acceptance of the system improvements for maintenance shall be effective as of the date the District executes the Final Acceptance form. As of such date, all of Grantor's right, title and interest in and to the constructed system improvements, including all mains, pipelines, valves, manholes, pumps, and related parts and materials which comprise the constructed system improvements, shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, and Grantor shall warrant and defend the conveyance of

such system improvements to the District, its successors and assigns against all and every person or persons whomsoever.

As of the date of Final Acceptance, the District shall operate and maintain the system improvements at its expense. Nothing contained herein, however, shall be construed to relieve Grantor from his warranty obligations. Notwithstanding Final Acceptance, Grantor and connecting Property Owner, their successors and assigns, shall remain responsible for all service lines and private water and sewer facilities.

C. PART OVERSIZING; REIMBURSEMENT

- a. These Policies and Procedures may require property owners to design, construct and install system improvements necessary to serve their property at their sole cost and expense. Under certain circumstances, when these Policies and Procedures require such improvements to be designed and constructed with a capacity in excess of that needed solely to serve their property, it may be fair and equitable for the property owner to recover a portion of the costs of such improvements. The standards and procedures for the consideration, administration and enforcement of reimbursement plans are set forth in [Article 6-13](#) of the Rules and Regulations.

PART VII

DEVELOPER/CONTRACTOR LETTER OF INTENT
PROPOSED SYSTEM IMPROVEMENTS
COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

Date:

Developer/Contractor Name:

Address:

Phone:

Facsimile:

Project Name:

Location/Address:

Description of Proposed Improvements:

PART VIII

DEVELOPER/CONTRACTOR CHECKLIST
 PROPOSED SYSTEM IMPROVEMENTS
 COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICT

PROPOSED PROJECT SCHEDULE

MILESTONE	TIME	REQUIREMENTS
Submit Letter of Intent to District	At Earliest Date Possible	Project description, estimated capacity, location, completion date
Preliminary Project Meeting with District	21 days after Letter of Intent received by District	Discuss design alternatives, project timeline, scope of work
Submit Preliminary Design (50%) Plans and Specs to District	—	Two (2) copies required
Preliminary Design Review meeting with District and District Engineer	Up to 30 days after Preliminary Design received by District	Summarize review comments into memo and make revisions to design as required
Submit Final Design Plans and Specs to District	—	Two (2) copies required. Include project construction costs estimate & project timeline

Final Design Review meeting with District and District Engineer	Up to 30 days after Final Design received by District	Summarize review comments into memo and incorporate modifications as required
Right-of-Way/Easements		Grant all R-O-W's and easements to District

Developer/Contractor Checklist Con't

MILESTONE	TIME	REQUIREMENTS
Execute Improvements Agreement between District and Developer/Contractor/Grantor		Set forth all terms and conditions of improvements. Include 4 sets of construction drawings and specifications
Notice of Agreement		Submit required collateral (Letter of Credit) , and fees
Notice to Proceed with Construction		District issues written notice that construction may begin
Permits		Road cuts, State dewatering, flood plain, 404 and others as required

Pre-construction meeting with District, and District's resident project representative	Within a specified number of days after the Notice to Proceed with Construction	Construction schedule, submittal schedule, certificates of compliance, progress meetings, inspection schedule, pre-installation meetings, coordination
Construction inspections and testing required by District		See Standard Specifications and Details
Request Conditional Acceptance Inspection		Send a written request to District for inspection and Conditional Acceptance of Improvements
Record Drawings		Submit Two Copies
Maintenance Bond or other Security required		Submit Two Copies
Warranties		Submit Two Copies
Statement of Labor and Materials fully paid, lien waivers		Submit Two Copies
Effective date of Conditional Acceptance		Date District executes the Conditional Acceptance Form

Developer/Contractor Checklist con't

MILESTONE	TIME	REQUIREMENTS
Maintenance and Repair	One year period (or longer) beginning with date of Conditional Acceptance	Assume all repair and maintenance responsibility for the system improvements
Request Final Acceptance Inspection	Prior to expiration of one year (or longer) from date of Conditional Acceptance	Send written request to District for Final Acceptance Inspection
Record drawings with changes made during the period of Conditional Acceptance		Submit Two Copies
Payment of all sums		Submit Two Copies
Lien Waivers		Submit Two Copies
Effective Date of Final Acceptance		Date District executes Final Acceptance Form

PART IX

IMPROVEMENTS AGREEMENT

(The Agreement will be retyped prior to Execution)

This Agreement is dated as of the ___ day of _____ in the year 20__ by and between the Copper Mountain Consolidated Metropolitan District (hereinafter called District) acting through the Board of Directors and _____ (hereinafter called Developer/Contractor/Grantor).

District and Developer/Contractor/Grantor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 SYSTEM IMPROVEMENTS

Developer/Contractor/Grantor shall complete all System Improvements at his sole expense as specified. The System Improvements are generally described as follows:

Four sets of District approved construction drawings and specifications are attached for use by the District during construction.

PART 2 PROJECT TIME

Construction and installation of the System Improvements will be ready for Conditional Acceptance by _____ (Date) or (within so many days)

PART 3 PROJECT COSTS

The Developer/Contractor/Grantor agrees to provide security or collateral sufficient in the judgement of the District to make reasonable provision for completion of the System Improvements in the form of (insert one of the following):

- A. An irrevocable letter of credit from _____ Bank in the amount of \$ _____
- B. A performance bond issued by _____ as corporate surety in the amount of \$ _____

C. A cash escrow in the amount of \$ _____ to be held
by _____, an escrow agent

D. Or evidence of such security or collateral as submitted to Summit County
as part of the County's Land Development requirements

PART 4

The undersigned Owner/Contractor/Developer agrees: 1) that the proposed System Improvements will be made in accordance with the District's Policies and Procedures, Rules and Regulations, and Standard Specifications and Details, and will be free from defects due to faulty or nonconforming materials and workmanship, 2) to indemnify the District as provided in the Policies and Procedures and 3) to pay any and all applicable fees and charges in connection with the work.

This Agreement will be effective on _____, 20__

Copper Mountain Consolidated Metropolitan District

Developer/Contractor/Grantor

By _____

By _____

(Corporate Seal)

(Corporate Seal)

Attest _____

Attest

Address for giving notices

Address for giving notices

513 Copper Road
P.O. Box 3002
Copper Mountain, CO 80443

PART X

NOTICE OF AGREEMENT

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

You are hereby notified that the Improvements Agreement for the above referenced project has been executed. A copy of which is attached.

You are required under the terms of the District's Policies and Procedures to furnish the required Letter of Credit in the amount of Dollars, (\$ _____), or other form of collateral for this amount, the estimated cost of construction for approval before the District will issue a written Notice to Proceed with Construction.

Dated this (day) day of (Month), 20(yr).

Copper Mountain Consolidated Metropolitan
District

By: _____ Title:

PART XI

NOTICE TO PROCEED WITH CONSTRUCTION

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

You are hereby notified that construction of the above referenced project may begin.

A preconstruction meeting is required within _____ days of this Notice.

Dated this (day) day of (Month), 20(yr).

Copper Mountain Consolidated Metropolitan
District

By:

Title:

PART XII

CONDITIONAL ACCEPTANCE FORM

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

The system improvements constructed under the Improvements Agreement for the above referenced project has been inspected by authorized representatives of the District, and **the** District Engineer and are hereby declared approved for Conditional Acceptance on (Month) (Day), 20(yr).

As of this date, the system improvements are deemed operational, and in conformity with the District's Policies and Procedures, Rules and Regulations, and Standard Specifications and Details.

The Developer/Contractor/Grantor shall be solely responsible for all routine maintenance and for correction of any and all defects in the system improvements until (Month) (Day), 20(yr), dependent on Final Acceptance of the system improvements.

Rothberg, Tamburini & Winsor, Inc.

By:

Date:

Developer/Contractor/Grantor accepts the above Conditional Acceptance.

_____ (Developer/Contractor/Grantor)

By:

Date:

Copper Mountain Consolidated Metropolitan District

By:

Date:

PART XIII

FINAL ACCEPTANCE FORM

(PROJECT NAME)

TO: _____ (Developer/Contractor/Grantor)

The system improvements constructed under the Improvements Agreement for the above referenced project have been inspected by authorized representatives of the District, and District Engineer, and are hereby declared approved for Final Acceptance on (Month) (Day), 20(yr).

As of this date all of the Developer/Contractor/Grantor's right, title and interest in and to the constructed system improvements shall immediately pass to and vest in the District, free and clear of all liens and encumbrances, and Developer/Contractor/Grantor shall warrant and defend the conveyance of such system improvements to the District, its successors and assigns against all and every person or persons whomsoever.

As of this date, the District shall operate and maintain the system improvements at its expense.

Rothberg, Tamburini & Winsor, Inc.

By:

Date:

Developer/Contractor/Grantor accepts the above Final Acceptance

_____(Developer/Contractor/Grantor)

By:

Date:

The Copper Mountain Consolidated Metropolitan District accepts the above final Acceptance

Copper Mountain Consolidated Metropolitan District

By:

Date: