

RESOLUTION NO. 2020-10-01

**RESOLUTION OF THE AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT CONCERNING INTEGRATED PROJECT DELIVERY
PURSUANT TO SECTION 32-1-1804, C.R.S.**

A. Aerotropolis Area Coordinating Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes and with the authority of its First Amended and Restated Service Plan approved by the City Council of the City of Aurora (the “**City**”) on October 16, 2017 (the “**Service Plan**”).

B. The District is a party to The Aurora Highlands Community Authority Board Establishment Agreement dated April 16, 2020 (the “**CABEA**”), by and between the District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC Metropolitan District No. 1, and ATEC Metropolitan District No. 2, each a quasi-municipal corporation and political subdivision of the State (collectively, the “**CAB Districts**”).

C. The CABEA created The Aurora Highlands Community Authority Board (the “**CAB**”).

D. The District has been engaged and is responsible for the coordination, administration, and overseeing of, *inter alia*, the planning, design, engineering, testing, construction, and installation of public projects within and outside the CAB Districts’ combined boundaries and the engagement of engineers, surveyors, and other consultants and construction contractors necessary to the public projects.

E. Section 32-1-1801, *et seq.*, C.R.S. (the “**Integrated Delivery Method Act**”), authorizes any agency to award an integrated project delivery contract (as defined therein “**IPD Contract**”) for a public project upon a determination by such agency that integrated project delivery represents a timely or cost-effective alternative for a public project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Aerotropolis Area Coordinating Metropolitan District, City of Aurora, Adams County, Colorado, that:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full and made a material part hereof.

2. Finding and Determination. The Board of Directors of the District hereby finds and determines that:

(a) Competition exists not only in the costs of goods and services, but in the technical competence of providers and suppliers in their ability to make timely completion and delivery and in the quality and performance of their products and services; and

(b) Integrated project delivery, as set forth in the Integrated Delivery Method Act, represents a timely or cost-effective alternative for the development of public projects authorized to the District.

3. Pre-Qualification and Award of IPD Contracts. Upon the adoption of this Resolution, the District may prequalify participating entities for IPD Contracts and engage participating entities in accordance the requirements of the Integrated Delivery Method Act.

4. Requests for Proposals. The District may prepare and, where it has not published a notice of request for qualifications pursuant to Section 32-1-1805(1), publish a notice of request for proposals for each IPD Contract that may include, *inter alia*, the procedures for submitting proposals and the District's evaluation criteria as part of the bid process.

5. Section 32-1-1001(1)(d)(I), C.R.S., Shall Not Apply. Notwithstanding any other provision of law, the requirements of Section 32-1-1001(1)(d)(I), C.R.S., shall not apply to the District when awarding an IPD Contract pursuant to the Integrated Delivery Method Act.

6. Supplemental Provisions May Be Adopted. The Board of Directors of the District retains the right and authority to establish supplemental provisions in order to implement the provisions of the Integrated Delivery Method Act.

7. Savings Clause. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

8. Preservation of Authority. Nothing herein shall be interpreted or construed as limiting the Board's authority, in its sole and absolute discretion, to supplement or amend this Resolution from time to time.

RESOLUTION APPROVED AND ADOPTED OCTOBER 26, 2020.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF THE AEROTROPOLIS AREA
COORDINATING METROPOLITAN DISTRICT CONCERNING INTEGRATED
PROJECT DELIVERY PURSUANT TO SECTION 32-1-1804, C.R.S.]**

**AEROTROPOLIS AREA
COORDINATING METROPOLITAN
DISTRICT**

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Matthew Hopper, President

Attest:

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Secretary

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matt@summit-strategies.net
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Signing Complete	Security Checked	11/19/2020 11:58:42 AM
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