

AGREEMENT FOR SERVICES

RFP-25-022; Briargate Parkway Design Services: Black Forest Road to Vollmer Road

THIS AGREEMENT is entered into as of the 5th day of August, 2025 by and between the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter referred to as the "County"), Pikes Peak Rural Transportation Authority ("PPRTA") and Wilson & Company, Inc., Engineers & Architects (hereinafter referred to as the "Consultant").

WHEREAS, the County and PPRTA desire to engage the Consultant to provide the services described in Exhibit A, Briargate Parkway Design Services: Black Forest Road to Vollmer Road (the "Project").

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project, which are described or reasonably implied from Section 1 of Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Incorporated Documents. The following documents are incorporated herein by reference and made a part of this Agreement: Request for Proposal #25-022; documents submitted by the Consultant in response to RFP-25-022; Notice of Award; and Certificate of Insurance.

In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

3. Time of Performance. The services of the Consultant are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 5.A. below. All time limits are of the essence in this Agreement.

4. Method of Payment. PPRTA will compensate the Consultant for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Consultant is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Consultant shall submit requests for payment in a form acceptable to the County and PPRTA and in conformance with the County's and PPRTA's policies. The Consultant shall provide such backup information for its payment requests as may be reasonably requested by the County and PPRTA. PPRTA shall have forty-five (45) days from receipt of any payment request to make payment to the Consultant.

5. Funding Availability

A. On November 2, 2004, the voters of El Paso County, Colorado approved a ballot measure for a one (1%) percent sales and use tax to pay for certain transportation improvement projects throughout the City of Colorado Springs, Colorado and El Paso County, Colorado to be funded from the sales and use tax revenue generated for PPRTA projects. This amount is equal to or in excess of the contract sum of this Agreement. On November 6, 2012, the voters of El Paso County, Colorado approved the extension of the portion of the sales and use tax dedicated to funding regional transportation capital improvements projects. On November 8, 2022, the voters of El Paso County, Colorado approved the extension of the portion of the sales and use tax dedicated to funding regional transportation capital improvements projects. This expected revenue from such sales and use tax is expected to be equal to or in excess of the contract sum of this Agreement.

B. Financial obligations of PPRTA payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this Agreement continue past the current fiscal year, the Consultant shall continue work in the new fiscal year, unless the Consultant is notified by the County or PPRTA in writing that sufficient funds are not available and have not been appropriated for continuance of the Consultant's performance under this Agreement into the new fiscal year. The Consultant shall not commence any work in the new fiscal year for which a new appropriation is required to make payment.

C. Any extension of this Agreement is contingent upon available funding and satisfactory performance by the Consultant, as determined by the County and PPRTA. It shall be the Consultant's responsibility to provide the County and PPRTA all requested Agreement changes and/or price adjustments at least 90 days prior to the expiration of the Agreement or the Agreement extension date. After review by the County and PPRTA of the Consultant's requested changes or price adjustments, the County and PPRTA will enter into negotiations with the Consultant to determine if the requested Agreement changes and/or price adjustments are acceptable to the County and PPRTA. Negotiations must be completed sixty (60) days prior to expiration of the Agreement or the Agreement extension date. Failure of the County, PPRTA and the Consultant to agree upon the terms and conditions for the extension may result in resolicitation of the goods or services covered by the original Agreement. Continued performance by the Consultant outside of the Agreement term will be at the Consultant's risk.

6. General Terms and Conditions.

A. Termination of Agreement. The County, PPRTA or the Consultant shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, which notice shall be given at least the number of days set forth in Section 4 of Exhibit A prior to the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Agreement shall become the property of the County and PPRTA. Unless expressly stated otherwise in the notice, Consultant shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Consultant shall proceed to cancel all existing orders and contracts that are chargeable to PPRTA under this Agreement. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Consultant shall not be relieved of liability to the County or PPRTA for damages sustained by virtue of any breach of this Agreement by the Consultant.

B. Pandemics. The Consultant shall abide by any local, state, and federal health orders in effect or instituted during the term of this Agreement. The Consultant is expected to implement any such changes effective immediately. Failure to abide by such requirements may result in termination of the Agreement.

C. Changes. The County, PPRTA or Consultant may, from time to time, request changes in the scope of services or compensation of the Consultant. Such changes that are mutually agreed upon between the County, PPRTA and Consultant shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Consultant, the Board of County Commissioners and the Board of PPRTA, or by persons authorized by resolution to sign on behalf of the Board of the County or the Board of PPRTA.

D. Assignability or Subcontracting. Any assignment, transfer, or subcontracting of this Agreement is prohibited, unless written consent is obtained from the County and PPRTA.

E. Audit. The County and PPRTA and any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Consultant that are pertinent to the Consultant's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Consultant shall provide any documentation necessary to prepare all reporting required of or by the County or PPRTA, and shall keep all books, documents, papers, and records that are pertinent to the Consultant's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

F. Equal Employment Opportunity. While performing this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, gender, sexual orientation, religion, age, national origin, or ancestry.

G. Ownership of Documents. All drawings, specifications, guidelines, and other documents prepared or received by the Consultant in connection with this Agreement shall be the property of the County and PPRTA.

H. Assignment of Copyrights. The Consultant assigns to the County and PPRTA the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Consultant waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

I. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in El Paso County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

Consultant 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.

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 that 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 Fourth Judicial District, El Paso County.

J. Compliance with Laws/Licenses and Permits. The Consultant shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Consultant shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Consultant's expense, unless specifically stated otherwise in this Agreement.

K. No Waiver of Rights. The County's or PPRTA's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County or by PPRTA except in writing signed by the Board of County Commissioners and the Board of PPRTA or by persons authorized to sign by resolution of the County Board or the PPRTA Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

L. Non-appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Consultant written notice of such non-appropriation. Financial obligations of the County payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available, pursuant to the Constitution for annual funding appropriation.

M. Conflict of Interest/Ethics. The Consultant shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Consultant with regard to providing services pursuant to this Agreement. The Consultant shall not offer or provide anything of benefit to any County or PPRTA official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended.

The Consultant shall disclose any personal or private interest related to property or business within the County or PPRTA. Upon disclosure of any such personal or private interest, the County and PPRTA shall determine if the interest constitutes a conflict of interest. If the County or PPRTA determines that a conflict of interest exists, the County or PPRTA may treat such conflict of interest as a default and terminate this Agreement.

N. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County and PPRTA may exercise the following remedial actions if the Consultant substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect, or improper performance, activities, or inactions by the Consultant. These remedial actions are as follows:

(1) Suspend Consultant's performance pending necessary corrective action as specified by the County and PPRTA without the Consultant's entitlement to an increase in price/cost or a time extension; and/or

(2) Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or

(3) Deny payment for those services that have not been satisfactorily performed, or that, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the County or PPRTA.

The foregoing remedial actions are cumulative and the County and PPRTA, in their sole discretion, may exercise any or all of them individually or simultaneously. The County and PPRTA shall provide written notice to Consultant of its exercise of any of the foregoing remedial actions.

O. Force Majeure. Neither the Consultant, the County, nor PPRTA shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

P. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County, PPRTA and the named Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

Q. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County, PPRTA, and Consultant agree and acknowledge that the County and PPRTA enter into this Agreement relying on the special and unique abilities of Consultant to perform the services and accomplish the tasks described. Consultant accepts the relationship of trust and confidence established between Consultant, the County, and PPRTA by this Agreement. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by engineering firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on the Consultant and greater obligation than to exercise the Standard of Care. Consultant shall exercise the Standard of Care in complying with the County's and PPRTA's requirements and procedures.

S. Accuracy of Work. The Consultant represents, covenants, and agrees that its work will comply with the Standard of Care.

T. Personally Identifiable Information (PII). If the Consultant or any of its subcontractors will or may receive PII under this Agreement, Consultant shall provide for the security of such PII, in a manner and form acceptable to the County and PPRTA, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Consultant shall be a "Third-Party Service Provider" as defined in C.R.S. § 24-73-101(1)(i) and shall maintain security procedures and practices consistent with C.R.S. § 24-73-102 and C.R.S. § 24-73-103. In the event Consultant incurs a data breach whereby it is reasonably believed that any of County's or PPRTA's PII either could have been, or was compromised, then Consultant shall immediately notify the County and PPRTA in writing and shall abide by C.R.S. § 24-73-101 *et seq.*

7. **Insurance**. In part to assure the County and PPRTA that the Consultant is always capable of fulfilling the specified indemnification obligations, the Consultant must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Section 5 of Exhibit A.

A. The Consultant agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

(1) Workers' Compensation Insurance: The Consultant will maintain workers' compensation insurance covering the Consultant for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of El Paso County and PPRTA.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Consultant and to all subcontractors.

(2) Commercial General Liability: The Consultant will maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on an occurrence basis against claims for bodily injury, property damage (including loss of use) and personal injury. Such insurance will have these minimum limits and coverages:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors
- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Waiver of Subrogation
- Severability of Interests Provision

Additional Insured Endorsement (for on-going and completed operations) issued to El Paso County, Colorado, PPRTA and their officers, agents, and employees acting in the scope of their employment.

The requirements of this provision shall apply to the Consultant and to all subcontractors.

(3) Automobile Liability: The Consultant will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with this Agreement. Such insurance will have these minimum limits and coverages:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Specific Waiver of Subrogation
- MCS 90 for vehicles carrying hazardous materials
- Mobile (for on-going and completed operations) issued to El Paso County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Consultant and to all subcontractors.

(4) If indicated in Section 5 of Exhibit A, Errors and Omissions or Professional Liability Insurance with a minimum coverage amount as specified in Section 5 of Exhibit A, and for two (2) years beyond the completion of all services under this Agreement.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Consultant.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County or by PPRTA. The Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County and PPRTA will receive notice no less than thirty (30) days prior to cancellation, termination, or non-renewal of the policies.

E. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

F. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County or PPRTA may immediately terminate this Agreement.

G. The County and PPRTA reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

8. Insurance Certificates.

A. The Consultant shall, prior to commencing services, deliver to the County and PPRTA Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County and PPRTA that the Consultant has acquired all necessary insurance; however, the County and PPRTA may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County and PPRTA prior to commencement of services under the Agreement.

9. Indemnification. The Consultant shall indemnify and hold harmless the County and PPRTA and their respective elected and appointed officials, officers, employees, and agents (collectively, "Indemnified Parties") from and against any and all third-party losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses and reasonable attorney's fees to the extent caused by the negligent acts or omissions of the Consultant, or its principals, employees, agents, or subcontractors in the performance of services under this Agreement. The Consultant's obligation to indemnify pursuant to this paragraph shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

Consultant shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Consultant's negligent failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Governor's Office of Information Technology (OIT) pursuant to Section §24-85-103 (2.5), C.R.S.

10. Government Immunity. Liability for claims for injuries to persons or property arising from the negligence of the County and PPRTA, their 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.

11. **Prohibited Terms.** Any term included in this Agreement that requires the County or PPRTA to indemnify or hold Consultant harmless, requires the County or PPRTA to agree to binding arbitration, limits Consultant's 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.

12. **Independent Contractor.** The Consultant is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Consultant to perform work under the terms of this Agreement shall be and remain at all times employees of the Consultant or employees of their respective employers for all purposes.

13. **Purchase by Other Governmental Agencies.** Each governmental unit that avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certifications as required by the Consultant. It is understood and agreed that El Paso County and Pikes Peak Rural Transportation Authority are not legally binding parties to any contractual agreement made between any other governmental unit and the Consultant as a result of this Agreement.

14. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 6 of Exhibit A.

15. **Accessibility.** Should the Consultant provide a service which provides information and communication technology (ICT), the Contractor shall make commercially and technologically reasonable efforts to comply with all applicable provisions of C.R.S. §24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability as established by the Governor's Office of Information Technology (OIT) pursuant to C.R.S. §24-85-103 (2.5). Consultant shall also make commercially and technologically reasonable efforts to comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The Contractor who provides ICT will also procure and provide an accessibility and compliance report utilizing the current ITIC Voluntary Product Accessibility Template (VPAT 2.5Rev WCAG) and/or manual testing reports from a qualified testing company to demonstrate reasonable efforts to comply with all State of Colorado technology standards.

16. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the County, PPRTA and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by the County, PPRTA, and the Consultant. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

[Remainder of page intentionally left blank. Signatures on following page.]

CONSULTANT: WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS

By: [Signature]
(signature)
Title: Senior Vice President

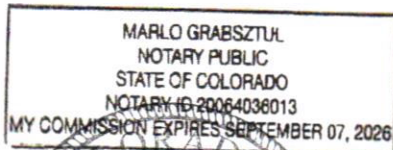
STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18 day of July, 2025, by
Scott Waterman [name of Contract Signer], as Senior VP of Wilson & Company

My commission expires: 09/07/2026

[Signature]
Notary Public

SEAL



ATTEST: Clerk to the Board

[Signature]
Date: 08/05/2025

EL PASO COUNTY

By: [Signature]
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Signed this 5th day of August, 2025

APPROVED AS TO LEGAL FORM:

Law L. Seago
County Attorney's Office
Date: 7/22/25

PIKES PEAK RURAL TRANSPORTATION
AUTHORITY BOARD OF DIRECTORS

By: [Signature]
Chair
Date: 7/22/25

EXHIBIT A to Agreement between the County, PPRTA and Wilson & Company, Inc., Engineers & Architects.
RFP-25-022; Briargate Parkway Design Services: Black Forest Road to Vollmer Road.

1. Scope of Services. The Consultant hereby agrees to and accepts responsibility to perform the following services:

The Consultant shall furnish all materials and labor as necessary for the Briargate Parkway Design Services: Black Forest Rd. to Vollmer Rd. project. The Contractor shall be considered and shall remain an independent contractor throughout the term of this Agreement.

The Consultant shall be solely responsible for scheduling and coordinating work of the sub-consultants, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the Consultant.

The Consultant shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, and incidentals necessary for performance, start up, and completion of the services outlined in this Agreement.

I. BACKGROUND / GENERAL INFORMATION

The Briargate Parkway–Stapleton Road corridor is an integral part of a larger transportation system in the Pikes Peak Region. This corridor is expected to play an essential role in the mobility and connectivity of the region by providing a northern connection from I-25 to US 24 on the north side of the greater Colorado Springs area.

At the western end of the project area, about 0.2 miles of two-lane, 24'-wide asphalt roadway exists to the east of Black Forest Road. The rest of the corridor to Vollmer Road generally has an undeveloped 120' ROW with some additional easements outside of this right-of-way for the placement of utilities. The proposed corridor typical section will include a 4-lane section with shoulders, turn lanes, pedestrian/bicycle facilities, and designated utility corridors for the placement of utility feeder lines, some of which may be constructed concurrently with this project. These facilities will improve the mobility of motorists, transit, bicycles, and pedestrians.

Key drainage considerations include:

- Managing Off-site and On-site run off appropriately,
- Accounting for any necessary wetland mitigation,
- Sizing culverts to convey peak flows under roadway,
- Including water quality detention and treatment features to mitigate runoff impacts,
- Providing and/or relocating curb and gutter within urban sections.

In 2023, Wilson and Company completed a Corridor Preservation Study which also includes, as one of its appendices, an Access Control Plan for the Briargate Parkway / Stapleton Road corridor extending from Black Forest Road to Meridian Road. The primary purpose of this study was to verify and develop the master plan requirements for the roadway and to evaluate the need for additional mobility provisions such as bike routes, pedestrian accommodations, utility accommodations, and public transit. Since a large portion of the study corridor exists within unincorporated El Paso County but may be incorporated into the City of Colorado Springs as development progresses in this rapidly growing area, the study compared standard cross-sections for this type of roadway between City of Colorado Springs standards and El Paso County standards and developed a hybrid typical section to be used within the corridor, primarily to avoid the potential for multiple changes in cross-section should the corridor eventually become alternating between City and County jurisdictions.

The Corridor Preservation Study and Access Control Plan can be viewed on the El Paso County website in the County's EDARP system at the following link:

<https://epcdevplanstorage.blob.core.windows.net/project/b83d19c3-58e5-4f55-9a34-c21b0ae014eb/db36fdff-7548-4ab0-ba32-77147f0ee031.pdf>

Proposed Condition Assumptions: The proposed improvements shall be designed in accordance with the El Paso County and CDOT standards as well as with recommendations published in the Corridor Preservation Study and Access Control Plan reports. Additionally, through contractual agreement with the City of Colorado Springs to maintain El Paso County traffic signal systems, the design shall also comply with the Colorado Springs City Traffic Signal Installation and Parts Specification for all signal related elements of the design. Existing infrastructure may need to be added, replaced, or relocated as needed. Adjacent roadways may require modification to the vertical and/or horizontal profiles and appropriate drainage modifications to construct the improvements. Alterations to existing drainage systems will be required.

Improvements shall minimize property impacts and property acquisition to the extent practicable. Acquisition of right-of-way, permanent easements, and temporary easements on behalf of the County, are anticipated but shall be determined during design.

Utility impacts are anticipated. The consultant shall identify all utility impacts and shall minimize utility impacts to the extent practicable.

A. AVAILABLE INFORMATION

Upon request, the following information shall be made available to the Consultant, at no cost, through a License Agreement with El Paso County that will be completed after the Notice to Proceed date. The County Project Manager will initiate the correspondence with the County's IT group and the Consultant shall fill out the application provided. The Consultant shall assume that it will take about three (3) weeks to receive the information after the application for the License Agreement has been submitted.

1. Aerial photography of corridor flown in 2014, 2016, 2018, and 2020; one-foot resolution; GeoTIF format.
2. Two-foot contours suitable for preliminary design phase (verses final design) two-foot contours; flown in 2011; ESRI shapefile format AND/OR ESRI elevation grid; 1.4-meter resolution.
3. Assessor's parcel features geospatial dataset with attributes available (beyond schedule number).
4. Land Uses using County land use categories for 2005 through 2030.
5. Water features geospatial dataset, including creeks, lakes/reservoirs, and wetlands. Wetlands data has been certified by the United States Fish and Wildlife Service.
6. Floodplains.
7. Drainage Basin boundaries.
8. Soils geospatial dataset originally developed by Natural Resources Conservation Services (NRCS).
9. Wildlife habitat or wildlife impact geospatial datasets originally developed by the Colorado Department of Wildlife.

Additionally, the following documents are available on the El Paso County, Colorado website at:

<https://publicworks.elpasoco.com/policies-manuals/>

- El Paso County Engineering Criteria Manual, adopted 12/23/2004, revised 12/13/2016 or Revision six (6)
- ECM Revision October 2020 Implementation Directive 6.23.2020
- Drainage Criteria Manual Volume one (1) and Volume one (1) Updated
- Drainage Criteria Manual Volume two (2)
- Pikes Peak Region Asphalt Paving Specifications, Version 6, March 28, 2022

CDOT Manuals, Bulletins and Guidelines can be found on CDOT's website at:

<https://www.codot.gov/library/manuals>

The Colorado Springs City Traffic Signal Installation and Parts Specification can be found at:

https://csfd.coloradosprings.gov/sites/default/files/traffic_signal_specs_07-15-2020.pdf

B. DEFINITIONS

For clarity in the assignment of responsibilities, the following definitions may have been used:

BOCC	Board of County Commissioners
CDOT	Colorado Department of Transportation Region 2
County	El Paso County Public Services Department
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
State	Colorado Department of Transportation, Region 2

II. SCOPE OF WORK

A. PROJECT MANAGEMENT / ADMINISTRATION

This task shall include general administration, coordination, documenting, scheduling, reporting, and related activities for the overall successful completion of the individual projects.

- 1. Project Manager:** The Consultant shall identify a project manager for this project who will work directly for and support the County Project Manager (EPC PM) in the management and administration of the project. The Consultant's project manager shall be responsive daily Monday through Friday to the County Project Manager throughout the project. The Consultant shall also identify an assistant project manager capable of filling in for the project manager if the project manager is not available due to travel, illness, or other event that will be longer than one week in length.
- 2. Schedule:** The Consultant shall provide, track, and update the project schedules and milestones utilizing *Microsoft Project* critical-path-method project management software, to be compatible with the County. The schedule shall be developed in sufficient detail to track all project tasks reflected in the statement of work submitted in the approved proposal. Additional tasks and sub-tasks shall also be included in the schedules where appropriate. An updated schedule along with narrative reports detailing progress, key issues, as well as a one-month "look ahead" of upcoming work efforts on each project location, shall be provided to the EPC PM with the monthly invoice at the end of each month for the project duration.
- 3. Project Updates and Presentations:** The Consultant shall be prepared to provide periodic project updates ready for publishing to the County website. This data shall be provided in an editable format and/or Adobe Acrobat .PDF format and may include aerial photography, AutoCAD/digital planimetric, digital photographs, as well as verbiage.
- 4.** The Consultant shall also be ready to prepare presentation materials including *PowerPoint* presentations in accordance with project outreach and communications efforts.
- 5. Trimble Unity Construct (e-Builder):** The Consultant shall utilize the Trimble Unity Construct ("e-Builder") software platform from project management and administration throughout the term of the Contract. The Consultant shall conduct Project operations, outlined by the EPC PM, and including, but not limited to, invoicing, schedule management, submittals, and plan review, utilizing the Trimble Unity Construct platform.

B. PROJECT COORDINATION

The Consultant shall work closely with the EPC PM to identify impacted or interested parties and to develop strategies and action plans for facilitating communications, obtaining information, and coordinating regulatory approvals, utility issues, and property acquisition as required for advancing the project. Continuous coordination with Utility Providers will be required from concept to final design and into construction.

The Consultant shall take the lead in scheduling and coordinating all meetings necessary to coordinate with the stakeholders, other affected parties, agencies, and utilities with respect to the project schedule. The Consultant shall facilitate these meetings and provide meeting agendas to all participants prior to the meeting. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees. The Consultant shall not schedule or attend meetings with agencies, developers, or other outside parties without the direction and approval of the EPC PM. EPC PM shall review the project schedule and the Consultant will maintain it throughout the project.

At least bi-weekly progress meetings will be held with the EPC PM and informal progress plans will be provided for discussion. Assume half telecom and half face-to-face meetings for the duration of the design. Milestone meetings will be required, such as the kickoff meeting with the County, FIR plan review, ROW plan review (ROWPR) with the County, and FOR plans and specifications review with the County. The Consultant shall not proceed with project tasks until approved by the EPC PM.

The Consultant shall contact and coordinate utility locations with all utility providers within the Project area during design. Unless otherwise specified in writing, all deliverables shall be submitted to the EPC PM for distribution. Following review by County staff and other team members, requested changes, modifications or additions to plans shall be made by the Consultant.

C. TRAFFIC STUDY UPDATE

A Traffic Study is included as part of the completed Corridor Preservation Plan. This study shall be updated based on current (2025) roadway traffic volumes/traffic counts as necessary. The Consultant shall provide traffic counts and turning movement counts at applicable intersections to determine whether the original designs for auxiliary lane locations and the turning lane geometry for the major intersections is still valid.

D. CONCEPTUAL AND PRELIMINARY ENGINEERING AND ROW PLANS

The goal of this task is to develop a conceptual design and preliminary engineering for the project area. This task will require assessment of existing available information necessary to define alignments, right-of-way and easement issues, utility issues, property ownership and acquisition requirements, and environmental and permitting issues and requirements that will have to be studied and further developed in the final design phase of the project. The design (Construction Plans) shall be in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual, Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction (latest edition prior to advertisement for construction), CDOT M&S Standards (latest editions prior to advertisement for construction) or the El Paso County *Engineering Criteria Manual*, whichever is more strict, and it shall comply with applicable requirements of the Americans With Disabilities Act, and applicable federal, state, and local regulations and standards. The Consultant will provide FIR (approximately 30%) level plans and specifications for review and approval prior to proceeding with final design.

Permission to Enter (PTE) forms will be needed for all work on private property, including, but not limited to: survey work, geotechnical boring and testing, utility locates and potholing, and environmental permitting surveys. Multiple work activities may be included on a single PTE form. PTE forms must be prepared by the Consultant and have signed approval by the property owner's prior entry.

Work in the Right of Way Permits: The Consultant AND its subconsultant(s) shall obtain Work in the Right of Way permit(s) from the County for all work in the County ROW. This includes, but is not limited to surveying, geotechnical borings, potholing, etc. County work in the Right-of-Way permit fees will be waived.

The County Work in the ROW permit(s) will require the following:

Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices. A Method of Handling Traffic plan shall be submitted with the Work in the ROW application.

The Consultant shall have, and will need to provide proof of, the appropriate bond (\$20,000) and insurance (\$1,000,000) per Section 5.2.7.F of the El Paso County Engineering Criteria Manual ECM. Bonding will be waived in its entirety for all work that does not cause a disturbance i.e., topographic surveying, environmental surveys, traffic counts or similar.

The County Work in the ROW permit application can be found here: <https://publicworks.elpasoco.com/forms-applications/>

County applications shall be submitted to a central email address: rowpermit@elpasoco.com

Design Survey: Upon request, the County will make available Two-foot contours through License Agreement with El Paso County that may be used to produce digital topography for planning purposes. The two-foot contours are not sufficient for final design purposes.

The Consultant shall provide a design survey to establish control, verify existing topography and planimetrics, and identify existing monumentation. The survey coverage should extend to a sufficient distance either side of the existing roadway centerline and upstream and downstream of existing and proposed drainage structure to provide adequate data for the proposed roadway and drainage improvements. The Consultant shall provide base mapping for 0.1-foot final design drawing accuracy and include a one (1) foot contour interval for topography. The mapping shall utilize ground coordinates and the NAD88 vertical datum.

Geotechnical and Subsurface Investigation Report: The Consultant shall identify soil and subsurface information requirements necessary to advance the design. The Consultant shall develop a detailed geotechnical investigation plan including borings and/or test pits for obtaining the information. The Consultant shall prepare a geotechnical and subsurface investigation report that summarizes the findings and establishes the design parameters for the various project elements. For estimating purposes, the Consultant shall assume that the following will be required: four (4) borings to a minimum depth of 20 feet at each corner of intersections identified in the Corridor Preservation Study as proposed signalized intersections for potential traffic signal pole foundations and four (4) additional borings to a depth of ten (10) feet at these locations on the roadway approaches; additional borings linearly along the Briargate Parkway corridor at 500 ft intervals to a minimum depth of 10 feet. If the Proposer believes that additional borings will be necessary, this should be stated in the proposal and included in the estimated cost.

Subsurface Utility Engineering (SUE): When required, the Consultant shall provide Subsurface Utility Engineering following the requirements described in Senate Bill 18-167.

The Consultant shall provide ASCE 38 Quality Level A (QL A) for areas of known impact and Quality Level B (QL B) or QL C for the remainder of the project area. The location of privately owned and maintained utilities such as sprinkler systems or similar shall be included in the work. Potholing / Utility Test Holes shall be completed upon Concept Plan approval to establish QL A. The Proposal shall state the estimated number of potholes they believe will be necessary in their proposal and are included in the estimated cost.

The Consultant shall contact and coordinate with utility companies.

Exhibits/plans shall clearly identify the existing location of the utilities. The preliminary exhibits/plans shall be distributed to all affected utility companies in the corridor for review and comment. The Consultant may be required to obtain title commitments to assist with property boundaries.

Utility Coordination: The improvements may impact existing utilities. All existing utility systems must be considered in the design. The Consultant shall contact and coordinate with utility companies at each project location during conceptual design and preliminary engineering. A letter with exhibits notifying utilities of potential impacts and requesting information will be sent via email to all known providers within each project area. The County will provide the letter template.

Plans shall clearly identify the existing location and proposed relocation of the utilities. The Consultant shall determine utility requirements within the roadway right-of-way and identify any easement or acquisition requirements that may be necessary for relocation. The preliminary plans shall be distributed to all affected utility companies within each project location for review and comment. A utility coordination meeting will be held, and the Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans.

Environmental Clearances / Permitting: The Consultant shall investigate conditions within the project areas and identify any required environmental permitting or environmental clearance requirements necessary to advance the projects, e.g. ISA checklist, floodplain permitting, wetlands mitigation/permitting, threatened and endangered species, migratory birds, water quality issues, etc. All Work shall be in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA), as applicable.

The project's location is not within a Floodplain and therefore, a Floodplain Development Permit through the Regional Building Department (Pikes Peak Regional Development Center) is not expected to be required.

The Consultant shall prepare Permission to Enter (PTE) forms and obtain signed approval by the property owners prior to entering private property.

Drainage Report: The Consultant shall compile and review drainage reports, drainage basin studies, and FEMA floodplain information for the project area, including that included in the Corridor Preservation Study. The Consultant shall provide Project-specific hydrology and hydraulics calculations and complete a project Drainage Report in compliance with the El Paso County Drainage Criteria Manual; Volume 1, Chapter 4 – Drainage Report Requirements. The Drainage Report shall include the following components, at a minimum, unless the County specifically waives them:

- Summary of existing drainage system
- Maps indicating existing drainage system in study area
- List all criteria followed for hydrology and state whether the existing conditions meet these criteria. If not, state the required modifications so that it can be met.
- List all deviations from the County Engineering Criteria and include supporting information.
- Include an engineer's certification page with the engineer's stamp, signature, and date.
- A Drainage Report Checklist can be accessed on the County Planning and Community Development Website at the following link:
<https://planningdevelopment.elpasoco.com/planning-development-forms/#1643393391537-a0dac52d-1b3b>

The Consultant shall analyze and address all stormwater requirements to ensure that the Project is compliant with the El Paso County MS4 permit. The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the Drainage Report. Structures, if required shall be designed to handle the 100-year storm, per County standards. Water surface profiles for the design storms and flood delineation, including FEMA floodplain, as applicable, shall be evaluated and included with the report.

Stormwater and Water Quality: The Consultant shall analyze and address all stormwater and water quality requirements to ensure that the Project is compliant with the El Paso County MS4 permit and the Engineering Criteria Manual (Appendix I). The analysis and backup documentation shall be presented in a report or memo format and may be incorporated into the Drainage Report. A checklist shall be completed by the Consultant to determine the need/lack of need for a CDPHE-CDPS permit. The need/lack of need for the facilitation of water quality requirements shall be completed using the following form which can be accessed on the County Stormwater page of the Public Works website using the following link:

https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/PBMP-Applicability-Form-1.pdf

The Consultant shall determine any property acquisition requirements that may be required for managing stormwater quality. The Consultant shall implement the results of these investigations and recommendations into the construction and ROW plans.

Conceptual Property Impacts: The Consultant shall provide a list and exhibit(s) to the EPC PM identifying all properties that are likely to be impacted by the project. The Consultant may obtain TBD title commitments for an approved list of properties. Applicable information will be included in the conceptual design package and preliminary plans. For estimating purposes, the Consultant shall assume that thirty (30) TBD commitments will be required.

Conceptual Design Package: The Consultant shall develop/update conceptual design package that defines the improvements that will be advanced into the preliminary and final design stages and incorporates the findings from the investigations identified in the above items. The conceptual design packages shall include the design criteria, conceptual construction drawings, ROW and easement memo(s) and exhibit(s), phasing, cost estimates, and a construction schedule. At a minimum, the conceptual drawings shall include base mapping and plan drawings (scale: 1" = 100') showing existing conditions, proposed improvements, existing utility lines and corridors, existing and proposed ROW and/or easements, environmentally sensitive lands that are affected by the improvements, preliminary vertical alignment information, as well as, typical cross-sections showing road lane widths, shoulders, trail widths, curb & gutter, sidewalk, slopes, drainage element and utility corridors, as appropriate. Standard plan sheet size shall be 11"x17".

Erosion Control / Stormwater Management / Water Quality: The Consultant shall fill out the County Stormwater Checklists to determine water quality applicability and stormwater permitting applicability. A Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT's standard SWMP sheets (as appropriate) shall be incorporated into the construction plan set. Grading and Erosion Control and SWMP Checklists can be accessed on the County Stormwater page of the Public Works website using the following links:

https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/GEC-Checklist-Template-1.pdf

https://assets-publicworks.elpasoco.com/wp-content/uploads/Stormwater/Current_Website/SWMP-Checklist-Template.pdf

Preliminary Construction Documents: The Consultant shall prepare preliminary construction plans to include, at a minimum: roadway plans and profiles, existing and proposed ROW and easements, typical roadway sections and details, existing and proposed utilities and relocations, drainage improvements, construction and post-construction stormwater quality BMPs. A detailed outline of anticipated project specifications shall be provided based on the preliminary plans.

Preliminary ROW Plans (as applicable): Based upon the design and title work, the Consultant shall prepare preliminary right-of-way (ROW) plans describing existing and proposed ROW and non-exclusive permanent and temporary easements on behalf of El Paso County if deemed applicable. The format shall be similar to that used by the Colorado Department of Transportation. Templates may be found online at:

<https://www.codot.gov/business/manuals/right-of-way/Chapter%20%20-%20ROW%20Plans/ROW%20Plan%20Templates>

Staging Plans / Traffic Control: The Consultant shall provide recommendations and prepare preliminary staging plans for the improvements including lane closures, detours, and maintenance of traffic provisions that will be required during each phase of construction.

Cost Estimate and Schedule: A preliminary construction cost estimate and construction schedule shall be provided based upon the preliminary construction drawings. The estimate and schedule will include all elements that will impact the project, including, but not limited to: utility relocations, construction, and contingencies. The CDOT cost data book and/or similar recently bid or constructed projects will be the basis for the unit prices unless more accurate local information is available.

Concept/Preliminary Deliverables: All deliverables shall be provided with hard copy and electronically. They shall be clearly organized and indexed for easy access and retrieval. The Consultant shall schedule work efforts and resources to produce the required reports and documents identified for this task immediately following Notice to Proceed. Prior to document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 10 to 15 working days for County review, depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

Public Meeting: Upon approval of the selected alternative, the County will schedule a public meeting. The meeting will be located near the project site and scheduled on a weekday evening. The purpose of the meeting will be to inform the public and more specifically the impacted residents about the project and generally describe the proposed improvements/alternatives. The public meeting will be formal and will include a presentation and a formal Q&A.

The Consultant shall assume the following effort:

- One member of the Consultant's team shall attend the meeting (approximately 3 hours)
- Consultant will provide large exhibits depicting the proposed alternatives/intersection improvements
- Consultant will prepare FAQs and comment cards for attendees

Informal progress plans/specifications/reports (as applicable) shall be provided by the Consultant for discussion at all progress meetings. Hard copy or electronic format will be dependent upon the type of meeting (i.e., telecom or face-to-face).

Conceptual Deliverables (FIR-30%) include:

- Geotechnical and Subsurface Investigation Report
- Utility and Permitting Memorandum
- Environmental Impacts, Clearance Requirements, and Permit Requirements Memorandum
- Draft Drainage Report
- Property Impacts Memorandum with 30% Right-of-Way Plans (11x17 sets)
- Design Criteria & Conceptual Design Drawings (11x17 sets)
- Conceptual Phasing Recommendation, Cost Estimate, and Construction Schedule
- FIR plan review meeting with the County

Preliminary Deliverables (FOR-60%) include:

- Drainage Report
- Preliminary Environmental Reports
- Preliminary Grading and Erosion Control Plan
- Stormwater Checklists
- SUE
- Preliminary Construction Drawings (11x17 sets)
- Right-of-Way Plans (11x17 sets) (ROWPR with the County)
- Preliminary Project Specifications & CDOT Standard Special Provisions Outline
- Preliminary Traffic Control Plan (11x17 sets)
- Preliminary Design Cost Estimate and Construction Schedule

- FOR plan review meeting with the County

E. FINAL ENGINEERING/DESIGN SERVICES

Based on the preliminary design and contract documents approved by the County, the Consultant shall prepare final designs and construction documents for bidding, in hardcopy and electronic format as required by the County. Prior to commencing final plan production, all salient features of the preliminary plan shall be determined for the roadway and approved by the County.

A plan submittal shall be made in preparation for the Final Office Review (FOR). The FOR plan (approximately 90%) submittal shall be reviewed and approved by the County prior to final plan production.

1. **Construction Documents:** The Consultant shall prepare final designs and final construction documents for bidding. The construction documents will be finalized following the plan format provided by the County. Standard plan sheet size shall be 11x17. Construction drawings shall be signed and sealed by a Professional Engineer licensed in the State of Colorado. Checklists including all final design elements will be provided under separate cover.

Production of roadway, plan and profile sheets will be developed on a 1" = 100' scale horizontal, and 1" = 20' scale vertical, unless otherwise approved. All data (i.e., construction centerline line and curve data) for construction shall be delineated and labeled on the plan and profile drawings in addition to the horizontal control drawings. Grading plans, separate from the plan and profile drawings, shall also be produced at a scale no smaller than 1" = 100' and shall include all drainage related grade information including inverts and top of grade for all existing and proposed drainage structures, channels, etc. Provide cross sections at minimum 25-foot increments and at helpful locations. Include cut/fill data for each section, either on the cross-section sheets or in a summary report. Special details required for the roadway construction shall be prepared and included in the plan set. Utility relocations, as well as existing utilities, shall be included and clearly delineated in the plan set.

The plans shall include Summary of Approximate Quantities (SAQ) and Tabulations of Quantities for the roadway, channel, bridge, and other specialty items. Tabulations shall be created for the benefit of the Consultant and for appropriate line items only. The SAQ may serve this purpose for some items.

Requirements for Construction Phasing, Traffic Control, Signage, and Detour Plans, and for Erosion Control and Stormwater Management Plans are further defined below.

2. **Construction Phasing / Traffic Control / Detour Plans:** The Consultant shall prepare final construction phasing and construction traffic control plans to be incorporated in the construction plan set. The construction traffic control plans will be prepared for the project in specific conformance with the *Manual of Uniform Traffic Control Devices* (MUTCD). These plans shall clearly delineate detours and traffic control signage for each construction phase. Recommendations for the most cost-effective construction traffic control shall be provided. Traffic control devices such as cones, barrels, etc. will NOT be delineated or quantified.

The temporary construction phasing traffic control and signage shall be separate sheets, and each phase of traffic control which is assumed to be in place for more than 48 hours shall be delineated separately within the plans and included within the plan set. (This plan is not to be confused with the requirement of a method for handling traffic (MHT) which shall be provided by the prime Consultant during construction phases.)

3. **Permanent Signage and Striping Plan:** The Consultant shall prepare final permanent traffic control plans to be incorporated in the construction plan set. The plan will be prepared for the project in conformance with the design criteria and the *Manual of Uniform Traffic Control Devices* (MUTCD). These plans shall clearly delineate and label signage and pavement markings, as required.
4. **Erosion Control / Stormwater Management / Water Quality:** The Consultant shall provide final Grading and Erosion Control Plan, detail sheets (as appropriate) and CDOT standard SWMP sheets for inclusion in the contract documents. The Consultant shall review the original County Stormwater Checklists to verify that the original

determinations for water quality applicability and stormwater permitting applicability are correct. A SWMP Notebook is not required.

5. **Drainage Report:** The Consultant shall provide a final Drainage Report that supports the final design and includes complete design calculations. The report shall be signed and sealed by the Professional Engineer responsible for the report.
6. **Final Utility Coordination:** The bid set shall be distributed to all affected utility companies in the corridor for final review and comment. If required, a utility coordination meeting will be held prior to advertisement for construction. Comments will be incorporated, as appropriate, in the final bid documents. The Consultant shall coordinate requirements for utility relocation with the County and Utility Providers. When relocation locations, costs, agreements, and timing have been finalized and agreed upon by the County and Utility providers, the Consultant shall write a Utility Clearance request letter on the County's behalf.
7. **Environmental Clearances / Permitting:** The Consultant shall obtain, on behalf of the County, all necessary environmental clearances and permits to advance the project.
8. **ROW Plans:** Based upon the final design, utility coordination, property owner coordination and updated title work, the Consultant shall finalize the right-of-way plans describing existing and proposed ROW and easements. The final ROW plans shall be revised to include all updated information from property acquisition negotiations, as required.
9. **Legal Descriptions and Sketch Exhibits Preparation:** The Consultant shall prepare all legal descriptions and sketch exhibits required for the property acquisition process as specified in the Uniform Act. As applicable, the County will honor existing "prescriptive" ROW, per the title commitments, BoCC resolution and/or fence lines, and the exhibits shall reflect this as ROW. The format shall follow CDOT criteria. Individual sketches shall be prepared for each ROW or easement to be acquired, i.e. not combined on one sketch. Upon approval by the County, the legal descriptions shall be signed and sealed by the Professional Land Surveyor (PLS) of record prior to submittal to the property owners. *For estimating purposes, the Consultant shall assume that fifteen (15) legal descriptions shall be written.* An example of legal can be found at:
<http://www.coloradodot.info/business/manuals/right-of-way/Chapter%20-%20Plans/CDOT%20Legals>
10. **Property / Appraisal Staking:** The Consultant shall provide preliminary survey and temporary staking, as required, for proposed right-of-way, permanent easements, and temporary easements for appraisal/value find, property owner viewing, and/or design accuracy. *For estimating purposes, the Consultant shall assume that fifteen (15) acquisitions shall be staked.*
11. **Contract Specifications:** The Consultant shall produce Project Specifications in accordance with the Colorado Roadway and Bridge Design Manuals and the 2021 Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction*, supplemented by the El Paso County *Engineering Criteria Manual*. The Project Specifications will include the technical specifications and CDOT standard special provisions. As required, the Consultant shall prepare supplemental specifications to address project specific construction requirements that vary from or are not addressed in the CDOT Standard Specifications. All applicable inserts for the specifications shall be included in the Plans, Specifications and Estimate (PS&E) submittal/specification set such that the submittal shall be ready for advertisement.
12. **Final Cost Estimate:** A detailed engineer's estimate of probable construction cost shall be updated based upon the completed and approved final design construction drawings. Estimates will include all construction material items, construction survey, utility relocations, construction inspection, mobilization, signing, construction traffic control, and force account work required. The CDOT cost data book will be the basis for the unit prices unless more accurate local information is available. The estimate shall be signed and sealed by the Professional Engineer responsible for preparing the estimate.
13. **Final Design Deliverables:** Prior to final document submission, the Consultant shall also provide draft and/or progress documents to the County in sufficient time to allow County review and incorporation of comments into the final document submittal. For scheduling purposes, the Consultant should allow 5 to 10 working days for

review depending on the size and complexity of the report/document submission. Draft and final submissions should be reflected on the project schedule.

The Consultant shall comply with the following requirements, as applicable:

- Provide the Plans and Reports to the extent required by the nature of the Work.
- Plans and Reports produced and sealed by a Colorado Registered Professional Engineer to ensure Utility Clearance, Environmental Clearance, and Right-of-Way Clearance.
- Provide final assembly of Plans and Contract Documents.
- Be responsible for the Plans being accurate and complete.
- Make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto.
- Afford the County ample opportunity to review the Plans and make any changes in the Plans as directed to comply with FHWA requirements.

Final Design Deliverables (Bid Set Requirements)

One (1) original and one (1) copy of all deliverables shall be signed and sealed by a Colorado Registered Professional Engineer or Professional Land Surveyor unless otherwise noted. Bid Set deliverables shall also be provided on a CD in .pdf format unless specified otherwise.

- Final Design Drawings and Project Specifications are to be provided in accordance with the following:
 - 11x17 plan sets including cross sections (reproduced)
 - Project Specifications
- ROW plans
- Legal Descriptions and Sketches
- Final Hydrology and Hydraulics Report
- Final Environmental Reports
- Grading and Erosion Control and Water Quality Plan
- Stormwater checklists (signed and sealed by PE and signed by EPC PM)
- Final Construction Cost Estimate (.pdf and Excel file)
- AutoCAD files (to be provided with advertisement for construction)
- One copy of the Final Plans in a .KMZ format showing all proposed work and right-of-way limits. To have the .KMZ file accurately reflect the plans, an accurate geo-location needs to be embedded in the plan's CADD file. The .KMZ file should be compatible with Google Earth

F. PROPERTY ACQUISITION SERVICES

Based on the Right-of-Way plans and construction plans approved by the County, the Consultant may be requested to provide property acquisition services for temporary easements, permanent easements, utility easements, and/or right-of-way. Any acquisition/relocation activities must comply with all federal and state statutes, regulations, CDOT policies and procedures, 49 CFR Part 24, the government wide Uniform Act regulation, the FHWA Project Development Guide, and CDOT's Right of Way Operations Manual.

- **Title Commitments:** The Consultant shall obtain updated TBD title commitments prior to legal description and conveyance document preparation. Title information shall be distributed to the County, the appraiser, and the ROW agent. The ROW plans and construction plans shall be updated, as required. *For estimating purposes, the Consultant shall assume that thirty (30) title commitments shall be obtained.*
- **Letters, Memorandum of Agreement (MOA), and Conveyance Document Preparation:** The Consultant shall prepare all letters required for the property acquisition process as specified in the Uniform Act. The Consultant shall prepare the MOA and conveyance documents for recording special warranty deeds, non-exclusive permanent easements, and temporary easements. The format shall follow El Paso County criteria. The County Project

Manager and County Attorney shall approve the documents prior to submittal to the property owners. Examples of the acquisition letters, MOAs, and conveyance documents shall be provided to the selected Consultant.

- **Appraisals:** If appraisals are required, the Consultant shall coordinate with a (CDOT approved) independent Certified General Appraiser for property appraisals. An appraisal will be required if the total acquisition value on a parcel is estimated to exceed \$10,000. The appraiser shall be competent to prepare eminent domain appraisals. The appraisals shall be based on fair market values for the immediate area. Waiver valuations or value finds will be allowed for property acquisitions with values estimated to be less than or equal to \$10,000. *For estimating purposes, the Consultant shall assume that ten (10) appraisals will be required.*
- **Negotiations:** The Consultant shall perform all negotiations with affected property owners. All offers must be approved by the County Project Manager prior to presentation to the property owners. Minimum offers are as follows:
 - Temporary easement(s) only: \$500.00
 - Permanent easement(s) only or including temporary easement(s): \$800.00.
 - Right-of-Way (fee simple) only or including permanent and/or temporary easement(s): \$1,000.00.

When offers are accepted, the Consultant shall provide original signed documents (MOA, PE's and TE's) to the County PM for approval by the Board of County Commissioners. A copy of the signed Special Warranty Deed shall be provided in lieu of the original. If a Statement of Authority or similar is required, it shall be recorded in the office of the El Paso County Clerk and Recorder or otherwise approved as appropriate, prior to submitting the acquisition package to the County PM. Upon approval by the BoCC, a copy of the recorded MOA and BoCC resolution will be provided to the Consultant for their records. The original PE's and TE's will be returned to the Consultant to proceed with closing.

- **Closings:** The Consultant shall organize acquisition closings with the Title Company, the County, and the affected property owners.
 - The Consultant shall ensure that the property owner has paid all prior year(s) taxes and current year prorated taxes prior to, or at closing, for Right-of-Way and/or Permanent Easement acquisitions on behalf of the County.
 - The Consultant shall obtain partial lien releases for land encumbrances for all acquisitions that include Right-of-Way. Subordination agreements shall be obtained for Permanent easement(s) only or that also include Temporary easement acquisitions on behalf of the County.
 - Coordination with the County Attorney will be required to obtain County signatures on closing documents.
 - The Consultant shall provide title insurance for each parcel requiring Right-of-Way and/or permanent easement acquisition on behalf of the County.
 - All fees associated with partial releases, subordination agreements, closing costs, and title insurance shall be invoiced through the Consultant for reimbursement by the County. El Paso County recording fees shall be waived.
- **ROW & Easement Status Report:** The Consultant shall keep a ROW and easement status report spreadsheet including, but not limited to all pertinent property information, type, area, and status of the acquisition, milestone dates, negotiation details, and next steps with an anticipated timeline. Anticipated costs for property and other negotiated items shall be included. An electronic example copy will be provided by the County if requested. The updated report shall be presented to the County Project Manager on a weekly basis, as appropriate. Bi-weekly meetings shall be anticipated.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. **Time of Performance.** The services of the Consultant shall commence (choose one):

- ☐ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the County.
- ☒ As of the following date: April 1, 2025.

The services of the Consultant shall be completed, or shall end, by December 31, 2025, at which time the County and PPRTA shall have the option to extend the Agreement for three additional one-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial period is a County and a PPRTA prerogative and not a right of the Consultant and will be exercised only when such continuation is clearly in the best interest of the County and PPRTA.

3. **Compensation.** PPRTA agrees to compensate the Consultant for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ Lump sum due upon completion: \$_____.
- ☐ Hourly rate: \$_____/hour or as outlined in the attached document.

☒ Other: The Consultant shall prepare and submit to the County, no more than monthly, charges for costs incurred relative to the project:

- i. Invoices shall include the contract number, purchase order number, "Pay Request Number", a description of the services performed, the dates of performance and the amounts, description of reimbursable expenses, and any other project specific information requested by the County. There should be a summary of accounting to include: initial contract amount, additional amount(s) added to contract via change order, amount previously billed, amount billed with current invoice, total amount billed to date including current billing and amount remaining in the contract.
- ii. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month.
- iii. If personnel (title and/or name) that is not listed on the contract approved rate sheet is used on the project, the Consultant shall provide a brief introduction of the employee including their Name, Title, billable rate and short description of their previous work, on-going work and/or future work on the project. This information shall be included on the Status Report sheet.
- iv. Invoices shall be signed by the Project Manager prior to submittal to the County.

To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the work under this Agreement.

It is expressly understood and agreed that the total compensation to be paid to the Consultant under this Agreement, including any reimbursable expenses as described above, shall not exceed \$1,871,666.

4. **Notices of Termination.** Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. **Additional Insurance Requirements.**

☐ Protective Liability and Property Damage Insurance covering the liability of the County, including any employee, officer, or agent of the County, with respect to all operations under the Agreement by the Consultant or its

subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the County's Protective Liability Policy, to be provided by the Consultant, as described in Section 7, shall be increased to the same limits for the Consultant's Commercial General Liability Insurance. **Check box if required only.**

☒ **Professional Liability Insurance is required.** If Consultant's scope of work includes the performance of professional services, Consultant shall provide and maintain, for the statute of repose, Professional liability insurance covering any damages caused by an error or omission in performance of the professional services with the required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least two (2) years from the termination of this Agreement. **Check box if required only.**

☒ **Umbrella Liability Insurance is required:** Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Consultant's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of: One Million Dollars (\$1,000,000) each occurrence and aggregate. Higher or Lower limits may be required or determined acceptable at the sole discretion of the County and PPRTA. **Check box if required only.**

☐ **Protected Information:** If Consultant's scope of work will include access to Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, Consultant shall maintain Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) each occurrence; and Two Million Dollars (\$2,000,000) general aggregate to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of County. **Check box if required only.**

☐ **Pollution Liability:** If Consultant's scope of work includes any pollution liability exposure, Consultant must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in this Agreement. Coverage shall include Additional Insured status in favor of County, its agents and employees and a Waiver of Subrogation in favor of additional insured parties the policy shall be written with a limit of liability no less than One Million Dollars (\$1,000,000) each occurrence and aggregate. **Check box if required only.**

☐ **Crime Insurance:** If Consultant's scope of work includes Consultant or Consultant's employees' involvement with money or securities of County, Consultant shall provide and maintain Commercial Crime coverage for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the Consultant, in an amount of not less than One Million Dollars (\$1,000,000) single limit. Commercial Crime Coverage shall include third party liability coverage and list County as a loss payee. **Check box if required only.**

☐ **Builders Risk:** The Consultant shall purchase and maintain All Risk Builder's Risk insurance upon the entire Project to One Hundred Percent (100%) of the insurable value thereof for the benefit of the Owner and the Consultant. Such insurance shall include any and all direct damage to all structures under construction (including temporary structures) and all materials, supplies, machinery, and equipment at the work site that are or will be incorporated in the work, that is caused by hazards such as but not limited to, the hazards of fire, lightning, wind, earthquake, flood, vandalism, malicious mischief, and other hazards included in a standard Extended Coverage Endorsement. **Check box if required only.**

☒ **Subrogation Waiver:** All insurance policies secured or maintained by Consultant in relation to this contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the County, PPRTA, their agencies, institutions, organizations, officers, agents, employees, and volunteers. **REQUIRED.**

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Consultant is a sole proprietor and has no employees. This form must be requested from the Contracts & Procurement Division.

6. Addresses for Notices. The addresses for Notices are as follows:

To the County: El Paso County Contracts & Procurement Division
15 East Vermijo Avenue
Colorado Springs, Colorado 80903

To PPRTA: Pikes Peak Rural Transportation Authority
15 S 7th Street
Colorado Springs, CO 80905

AND

To the Consultant: Wilson & Company, Inc., Engineers & Architects
5755 Mark Dabbling Boulevard, Suite 100
Colorado Springs, CO 80919
Scott Waterman, PE, Senior Vice President
303-501-1227
scott.waterman@wilsonco.com

7. Special Conditions.

- ☐ No special conditions
- ☒ Special Conditions are as follows:

Attachment G of the County solicitation documents is included below as an attachment to this Agreement.

Attachment G

APPENDIX A – ADDITIONAL TERMS AND CONDITIONS

PPRTA FUNDED PROJECTS SPECIAL PROVISIONS (Revised August 17, 2016)

PPRTA Funding Special Provision: Joint Contracts – El Paso County ("the County") and the Pikes Peak Rural Transportation Authority (the "PPRTA").

This Contract is a joint contract between the Contractor/Consultant (hereinafter the "Contractor"), the County, and the PPRTA. The parties therefore agree to the following:

1. **Conflicts:** This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. **Parties:** The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the County. Both the County and the PPRTA are Parties to this Contract.
3. **Payments:** The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint County / PPRTA funding, then payment to the Contractor shall consist of warrants from the County and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. **Bonds:** All bonds under this Contract shall include the County and the PPRTA as Obligees.
5. **Insurance:** All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the County and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the County and the PPRTA.
6. **Law:** This Contract is subject to and shall be interpreted under the laws of the State of Colorado the Resolutions, Rules, and Regulations of the County, and as may be applicable, the PPRTA. Court venue and jurisdiction shall exclusively be in the 4th Judicial District Court of El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. **Appropriation and availability of funds:** In accord with the Colorado Constitution, Article X, Section 20, the performance of the County's obligations under this Contract is expressly subject to appropriation of funds by the Board of El Paso County Commissioners, State of Colorado, for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Contract, or appropriated funds may not be expended due to Constitutional spending limitations, then the County and the PPRTA may terminate this Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the County and the PPRTA may terminate this Contract without compensation to the Contractor.
8. **Indemnification:** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the County and PPRTA, and their respective officers, employees and agents, from

and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.

9. Governmental Immunity: Nothing in this Contract, or in any actions taken by the County or PPRTA pursuant to this Contract, shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the County shall also apply to the PPRTA.
11. Termination or default of Contract: In all Contract provisions giving the County the right to terminate, for convenience or otherwise, or giving the County rights in the event of default by the Contractor, the term County shall also apply to the PPRTA.
12. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
INSURED 3491	WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE, NM 87109	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance Company		20508
		INSURER B : National Fire Insurance Co of Hartford		20478
		INSURER C : The Continental Insurance Company		35289
		INSURER D : American Casualty Company of Reading, PA		20427
		INSURER E : Transportation Insurance Company		20494
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 17486112 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7091833236	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7091833222	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	7091833219	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	7091833186 7091833205	6/1/2025 6/1/2025	6/1/2026 6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: EL PASO COUNTY AND PPRTA ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY, EXCESS/ UMBRELLA LIABILITY, AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY, WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

17486112

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS
PIKES PEAK RURAL TRANSPORTATION AUTHORITY
ATTN: CONTRACTS & PROCUREMENT DIVISION
15 EAST VERMILIO AVE.
COLORADO SPRINGS CO 80903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2026

DATE (MM/DD/YYYY)

7/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1048828 WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS 4401 MASTHEAD STREET NE, SUITE 150 ALBUQUERQUE, NM 87109	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 17486116 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N Y	47-EPP-305301-08	6/1/2025	6/1/2026	\$1,000,000 EACH CLAIM & ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: CONTRACTS/PROJECTS WITH EL PASO COUNTY AND PPRTA (PIKES PEAK RURAL TRANSPORTATION AUTHORITY). WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

17486116 EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS PIKES PEAK RURAL TRANSPORTATION AUTHORITY ATTN: CONTRACTS & PROCUREMENT DIVISION 15 EAST VERMIJO AVENUE COLORADO SPRINGS CO 80903	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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