

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.