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**DEVELOPMENT AGREEMENT
PIKE SOLAR PROJECT**

This Development Agreement ("Agreement") is entered into this 1st day of March, 2022 ("Effective Date") by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a statutory county and political subdivision of the State of Colorado ("County"), the City of Fountain, Colorado, a statutory city and political subdivision of the State of Colorado ("City"), and Pike Solar LLC, a Delaware limited liability company ("Developer"). County, City, and Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer desires to construct and operate in unincorporated El Paso County a renewable solar energy facility known as the Pike Solar Project ("Project") on Property legally described in Exhibit A attached hereto and a map of which is set forth in Exhibit B attached hereto. The Property is owned by the City of Colorado Springs, and Developer has entered into a lease with the City of Colorado Springs to install and operate the Project and obtain all necessary approvals therefor.

B. The Project falls within the scope of the County's authority under Guidelines and Regulations for Areas and Activities of State Interest of El Paso County, contained in Appendix B of the El Paso County Land Development Code ("1041 Regulations"). The Project specifically falls within the scope of and must obtain a 1041 Permit under Chapter 5, Site Selection and Construction of Major Facilities of a Public Utility, of the 1041 Regulations.

C. The WSE-O, Wind and/or Solar Energy Generation Plan Overlay District zoning classification, found in Section 4.3.5 of the El Paso County Land Development Code ("Code"), requires Developer to submit and obtain approval of a WSE-O Plan and a development impact mitigation agreement in connection with the WSE-O rezoning in order to site solar energy generation facilities like those in the Project. The development agreement must address and mitigate any external impacts to nearby properties and existing infrastructure.

D. Pursuant to Section 1.106 of the 1041 Regulations, Developer must comply with both the 1041 Regulations and the County's zoning regulations, specifically the WSE-O Overlay.

E. The Parties recognize that the Project will create impacts on public infrastructure and property and that the purpose of this Agreement is to provide for the identification and mitigation of those impacts that can be quantified and to estimate in good faith a monetary value for any impacts that may not be readily identifiable or quantifiable under the 1041 Permit and WSE-O Overlay zoning processes.

Chuck Broerman
03/02/2022 11:46:56 AM
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Rec \$0.00 Pages

El Paso County, CO



222030637

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated by reference into this Agreement as if fully stated herein.

2. General Project Description. The Project is a 175 MW solar energy generation and storage facility consisting of photovoltaic modules aligned in arrays and affixed to a single-axis tracking system, a centralized AC-coupled battery energy storage system, a substation, an operations and maintenance building, and associated infrastructure, hereinafter collectively referred to as "Project Facilities."

3. Compliance with Applicable Laws. Developer must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations and all applicable approvals, permits, and licenses in the construction, operation, and decommissioning of the Project. Developer may not commence any construction or installation activity related to the Project until obtaining all necessary approvals, permits, and licenses required to be obtained prior to such commencement of construction or installation. Without limiting the generality of the foregoing, Developer shall obtain all of the following to the extent applicable to the Project: the Site Development Plan, appropriate documentation from the U.S. Fish & Wildlife Service and Colorado Parks & Wildlife in a form reasonably satisfactory to the County regarding threatened and endangered species, any water well decrees, determinations, and well permits that may be required by the Colorado Department of Natural Resources, and any water quality permits or approvals required by the Colorado Department of Public Health and Environment, and providing proof of the same to the County.

4. Time Limit on Installation and Construction. Developer shall initiate construction of the Project within one (1) year of the Effective Date and shall have three (3) years from the Effective Date to achieve Substantial Completion. For purposes of this Agreement, Substantial Completion means that the Project has completed construction activities, including restoration of any required areas, and is generating electricity. If the Developer does not begin construction within one (1) year of the Effective Date, then the Board of County Commissioners, at an open and public hearing following legal published notice, may elect to approve a rezoning of the Property for the purpose of removing the WSE-O Overlay zoning. Said one (1) and three (3) year periods shall be extended for any delays arising by an event of force majeure. In the event Developer has not achieved Substantial Completion by the end of the 3-year period, including any extensions arising from the application of an event of force majeure, the County may require Developer to seek an extension of the WSE-O Overlay zoning and/or an amendment to the 1041 Permit, or the Board of County Commissioners, at an open and public hearing following legal published notice, may elect to approve a rezoning of the Property for the purpose of removing the WSE-O Overlay zoning.

5. **Project Facilities Repair, Maintenance, and Replacement.** Developer shall be permitted to repair and maintain the Project Facilities without any further approval from the County or amendment to this Agreement, and to replace any element of the Project Facilities with a comparable element that is within the size limits and general configuration defined in the 1041 Permit and WSE-O Overlay zoning, is located in the same location as the element being replaced, and meets the Development Standards in the 1041 Permit and WSE-O Overlay zoning. The transportation and construction-related activities associated with the Project Facilities replacement process may require the Developer to obtain additional administrative permits prior to initiating construction.

6. **Identification of Haul Routes.** The Parties agree that the Project, particularly during construction, will impact County and City paved and unpaved roads based on the number of anticipated trips per day and the weight of the vehicles making such trips. Developer has identified three Haul Routes along public roads to and from the Project site. The Haul Routes and the jurisdictions responsible for their maintenance are depicted in Exhibit C, attached hereto.

- a. Northern Route: The Northern Route exits I-25 at State Highway 16 and continues along State Highway 16, Mesa Ridge Parkway, Marksheffel Road, Link Road, and Squirrel Creek Road to a private road which accesses the Project site. This route is to be used for daily personnel traffic to and from the Project site.
- b. Southern Route: The Southern Route exits I-25 at Old Pueblo Road and continues along Old Pueblo Road and Birdsall Road to a private road which accesses the Project site. This route is to be used to haul materials and equipment to the Project site.
- c. Oversize Load Route: The Oversize Load Route, which will be defined in an approved County Haul Permit, and will depend on trucking requirements for turn radii. This route is to be used to transport oversize loads that cannot be accommodated along the Southern Route. The Oversize Load Route and Southern Route may be collectively referred to herein as the "Restricted Routes." Although Developer's current plan is to use the Northern Route to transport such oversize loads, the actual route constituting the Oversize Load Route ultimately will be determined in connection with the approval of the County Haul Permit.

7. **Identification of Impacts to Haul Routes.**

- a. Developer shall prepare or cause to be prepared Road Condition Surveys for each Haul Route prior to commencing construction of the Project, one year after commencement of construction, and after Substantial Completion of the Project. Each Road Condition Survey shall be conducted in accordance with the Road Condition Survey Work Plan attached hereto as Exhibit D and shall be shared with the County within three (3) business days of completion.
- b. Once construction commences and until Substantial Completion of the Project, Developer shall also make visual observations of the Southern Route every two weeks and of the Oversize Load Route following each day of use and complete a

Road Report, attached hereto as Exhibit E, documenting such observations, comparing them to prior observations and the most recent Road Condition Survey, and identifying any new damage to the roads and rights-of-way. Developer shall share such Road Report with the County and City, as applicable, within two (2) business days of completion.

- c. County and City staff may also conduct periodic inspections of the Haul Routes at their discretion and shall complete a Road Report if any damage to a road or right-of-way is observed. Such Road Reports shall be shared with the other Parties within two (2) business days of completion.

8. Mitigation of Impacts to Haul Routes.

- a. **Road Damage During Construction.** Should any Road Report or Road Condition Survey completed by any Party identify new damage to a road or right-of-way along a Haul Route, the Developer and the County or the City, as appropriate, shall make best efforts to meet within three (3) business days to determine whether such damage was caused wholly or partially by Developer's activities related to the Project and, if so, whether the damage shall be repaired by Developer, the County, or the City. If the damage is to be repaired by the Developer, Developer must obtain all appropriate permits and approvals, including but not limited to a City or County Work-in-the-Right-of-Way permit, prior to conducting such work. If the damage is to be repaired by the County, the funds necessary to reimburse for the cost of such repairs may be withdrawn from the funds provided by Developer pursuant to paragraphs 8.b. below, as applicable.
- b. **Long-Term Maintenance Impacts to County Roads.** County and Developer agree that the projected use of the County roads located within the Restricted Routes by construction and other heavy vehicles will shorten the useful life of the County roads on such routes in a manner that is not easily identified or quantified. The County and Developer agree that a reasonable estimate of the cost of such long-term impacts is One Hundred Thirty-Three Thousand Five Hundred Six Dollars and 38/100 (\$133,506.38) (the "County Road Funds"). Developer shall deposit this sum with the County in connection with approval of the Site Development Plan, and the County shall keep the funds in a restricted account separate from its general fund.

If road damage identified pursuant to paragraph 8.a. above is repaired by the County, the County may withdraw from the County Road Funds the amount necessary to reimburse itself for the cost of such repairs. If no County Road Funds are available due to previous reimbursements, the Developer shall reimburse the County for road damage repairs within thirty (30) days of receiving an invoice for such repairs. If Developer repairs road damage to a County road pursuant to paragraph 8.a. above, and the County-approved scope of such work exceeds that necessary to repair road damage wholly caused by Developer's Project activities, the County may authorize the return to Developer of escrow funds for the additional work. If any County Road Funds remain after Substantial Completion of the Project, the County shall be entitled

to retain such moneys as liquidated damages for the negative impacts to the useful life of the County roads located within the Restricted Routes.

- c. **Long-Term Maintenance Impacts to City Roads.** The City and Developer agree that the projected use of the City roads located within the Northern Route or the Oversize Load Routes by construction and other heavy vehicles will shorten the useful life of the City roads on such routes in a manner that is not easily identified or quantified. As such, the City and Developer agree that a reasonable estimate of the cost of such long-term impacts is One Hundred Thirty-Three Thousand Five Hundred Six Dollars and 38/100 (\$133,506.38) (the "City Road Funds"). Developer shall pay this sum to the City in connection with approval of the Site Development Plan, and the City shall use the funds to pay for mitigation to any damage caused partially by the Developer. The City Road Funds shall be a complete and final accounting of damage caused that will shorten the life of City roads or any other damage of which the Developer is partially responsible.

If road damage identified pursuant to paragraph 8.a. is determined to have occurred wholly by the Developer, Developer shall be responsible for payment and construction of such repairs.

- d. **Use of Alternate Routes by Construction Traffic.** The Parties agree that use of any route other than the Restricted Routes by construction and other heavy vehicles hauling materials and equipment to the Project site may result in damage to public roads and may shorten the useful life of such roads. The Parties also agree that this Agreement does not account for those damages and impacts on public roads outside the Restricted Routes. Developer shall be held responsible for the use of any road other than the Restricted Routes by its employees, contractors, and agents driving construction and other heavy vehicles to and from the Project site ("Unauthorized Use"). Should an Unauthorized Use be observed by County employees or documented by photo, video, or other corroboration of an observation by a member of the public or other third party, the Developer shall pay to the County Two Thousand Dollars (\$2,000) for each day such Unauthorized Use occurs as liquidated damages for any resulting damage or negative impact to the public roads used. Developer shall pay such liquidated damages to the County within fourteen (14) days of receiving notice, along with any supporting evidence, of an Unauthorized Use.

9. **Contacts/Party Representatives.** The Parties designate the following representatives to receive all Road Reports and other notices and communications related to this Agreement. A Party may substitute its representative by providing written notice to the other Parties.

For the County:
Planning and Community Development
DSD-POD@elpasoco.com
719-520-6300

For the City:
City of Fountain
116 S. Main St. Fountain, CO 80817
Attn. Todd Evans, Deputy City Manager 719-322-2022

For the Developer:
JSI Construction Group LLC 1710 29th Street, Suite 1068 Boulder, CO 80301

Attn: Project Manager
Telephone: (720) 838-2302
Attn: General Counsel
Telephone: (720) 838-2290

10. El Paso County Road Impact Fee. Developer understands and agrees that the Project is subject to the provisions of the El Paso County Road Impact Fee and that the imposition of such Road Impact Fee is separate and does not arise from the 1041 Permit, the WSE-O Overlay zoning, or this Agreement. The Road Impact Fee shall be assessed at the time of Site Development Plan approval.

11. General Provisions.

- a. **Indemnity.** The Developer and its successors and assigns shall indemnify and hold harmless the County and City and their respective elected officials and employees, agents, and contractors from and against any and all losses, injuries, damages, claims, demands, suits, liabilities, causes of action, settlements, costs, or expenses that are caused by or result from the acts and omissions of Developer or its employees, officer, or agents arising from the installation, construction, operation, maintenance, repair, and decommissioning of the Project. Nothing in this paragraph shall be interpreted to limit or waive any of the immunities, rights, limitations of liability and defenses afforded the County and City under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*
- b. **Amendment.** This Agreement may be amended by mutual agreement of the Parties only by a writing signed by all Parties.
- c. **Assignment.** No Party may assign its rights and obligations under this Agreement without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.
- d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns.
- e. **Waiver.** No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof by any Party hereto, and no waiver by the Parties of a

breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach hereunder.

- f. **Colorado Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado. In the event of any litigation that may arise hereunder, the Parties agree that jurisdiction and venue shall lie in the District Court of El Paso County, Colorado.
- g. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages shall be attached to a single instrument.
- h. **Severability/Integrated Terms and Conditions.** Because compliance with the terms and conditions of this Agreement is a condition of both the 1041 Permit and the WSE-O Overlay zoning, its terms and conditions are integrated into the 1041 Permit and the WSE-O Overlay zoning. Therefore, if any provisions of this Agreement are determined by a court of competent jurisdiction to be unenforceable or invalid, the 1041 Permit, the WSE-O Overlay zoning, and this Agreement shall be rescinded or suspended unless the Board of County Commissioners, in its sole subjective discretion, approves an amendment to the 1041 Permit, the WSE-O Overlay zoning, and/or this Agreement.
- i. **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law or equity.
- j. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties. This Agreement is specifically intended by the Parties to supersede all prior agreements, whether written or oral.
- k. **Recording.** This Agreement shall be recorded in the public records of the El Paso County Clerk and Recorder.

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date Above.

ATTEST:

City of Fountain
Fountain, CO



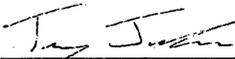
City Clerk, Silvia Huffman



Scott Trainor (Feb 22, 2022 11:48 MST)
City Manager, Scott Trainor



Approved as to form:



City Attorney, Troy Johnson

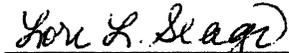
In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date above.

ATTEST:

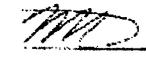

Chuck Epstein
County Clerk & Recorder
22-66A
Approved as to form:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: 
Stan VanderWerf, Chair


County Attorney's Office

JSI Construction Group LLC,
a Delaware limited liability company

By: 
Name: Michael J. Martin
Title: President

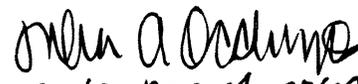
STATE OF COLORADO :

: SS.:

COUNTY OF BOULDER :

The foregoing instrument was acknowledged before me this 17 day of February, 2022,
by Michael J. Martin, the President of JSI Construction Group LLC, on behalf of the limited
liability company.

JULIA A. OCCHIOZZO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184038411
MY COMMISSION EXPIRES SEPTEMBER 27, 2022

Notary Public Signature 
My Commission Expires: September 27, 2022

In witness of the foregoing provisions, the Parties have executed this Agreement as of the Effective Date above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

Chuck Broerman
County Clerk & Recorder

By: _____
Stan VanderWerf, Chair

Approved as to form:

County Attorney's Office

JSI Construction Group LLC,
a Delaware limited liability company

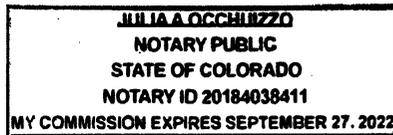
By: _____
Name: Michael J. Martin
Title: President

STATE OF COLORADO :

: SS.:

COUNTY OF BOULDER :

The foregoing instrument was acknowledged before me this 17 day of February, 2022, by Michael J. Martin, the President of JSI Construction Group LLC, on behalf of the limited liability company.



Notary Public Signature Julia A. Occhini

My Commission Expires: September 27, 2022

EXHIBIT A

(Legal Description of Project Site)

Legal Description

Tract 1:

The following described lands located in Township 16 South, Range 64 West

of the 6th P.M., El Paso County, Colorado:

Section 19: The SE $\frac{1}{4}$ NW $\frac{1}{4}$; Lots 3 and 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 30: Lots 1, 2, 3 and 4 (W $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$); E $\frac{1}{2}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 31: Lots 1 and 2 (W $\frac{1}{2}$ NW $\frac{1}{4}$) and the E $\frac{1}{2}$ NW $\frac{1}{4}$

The following described lands located in Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado:

Section 13: All except the NW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 14: E $\frac{1}{2}$

Section 23: E $\frac{1}{2}$

Section 24: All

Section 25: All

Section 26: NE $\frac{1}{4}$

Section 36: N $\frac{1}{2}$

Parcel ID: 56000-00-123

TRACT 2:

All the real property, together with improvements, if any, situate, lying and being in the County of El Paso and State of Colorado, described as follows:

Portions of Sections 11, 12 and 13, Township 16 South, Range 65 West and portions of Sections 7, 18 and 19, Township 16 South, Range 64 West of the Sixth Principal Meridian, El Paso County, Colorado, more particularly described as follows:

All of said Section 12;

The East Half of said Section 11;

The Northwest Quarter of the Northeast Quarter of said Section 13;

The Northeast Quarter of the Southwest Quarter and Government Lots 3 and 4 of said Section 7;

The East Half of the West Half and Government Lots 1, 2, 3 and 4 of said Section 18;

Government Lots 1 and 2 and the Northeast Quarter of the Northwest Quarter of said Section 19;

EXCEPTING from said Sections 11 and 12 those portions described in Book 5734 at Page 253.

Parcel ID: 56000-00-140

Said Tracts are further described on the Land Survey Plat No. 97902142 of the Records of El Paso County, Colorado.

This property contains a calculated combined area of 217,729,159 square feet (4,998.37 acres) more or less.

EXHIBIT B

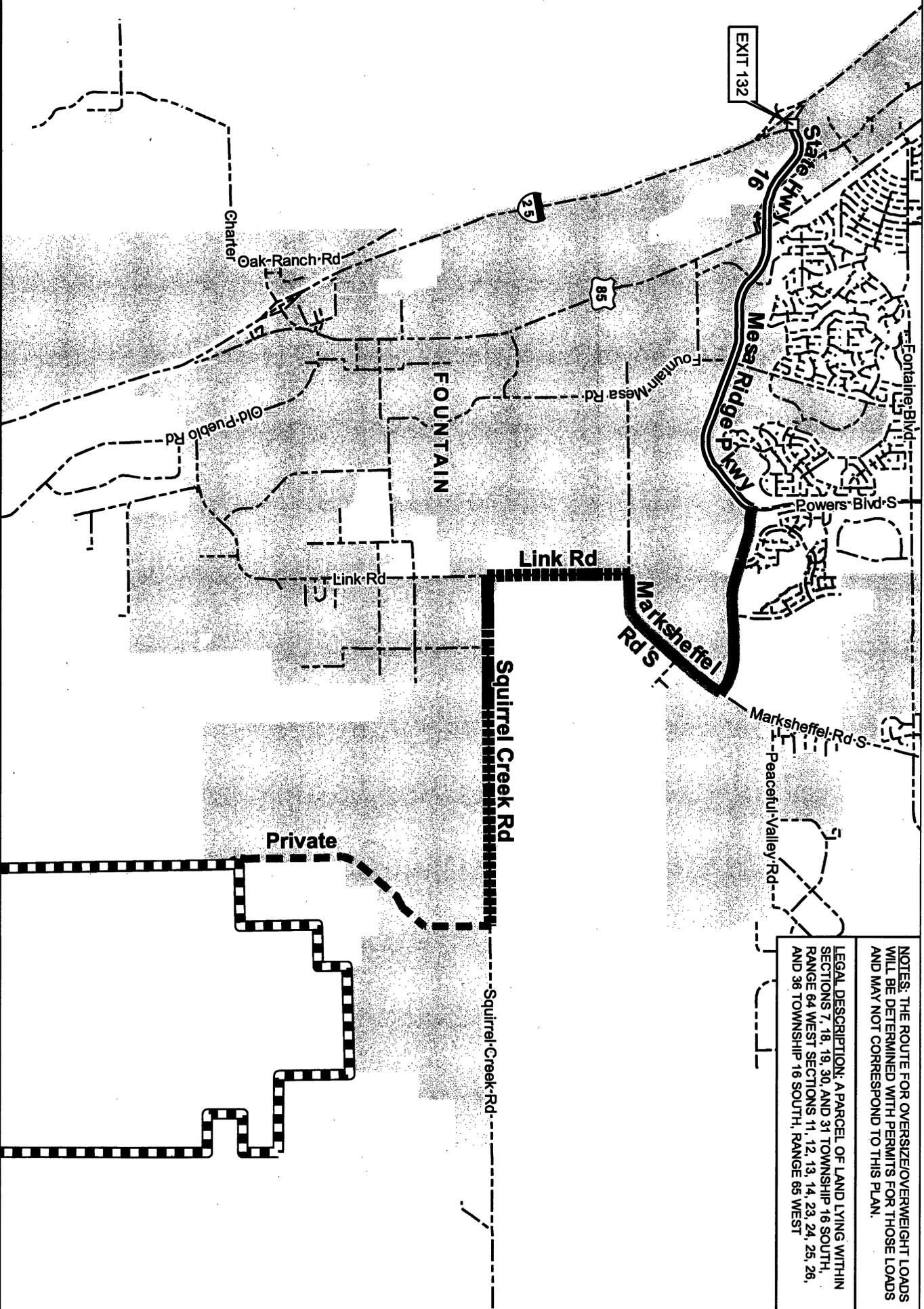
(Map of Project Site Location)

EXHIBIT C

(Maps Identifying Haul Routes and Jurisdictions Responsible for Road Segments)

NOTES: THE ROUTE FOR OVERSIZE/OVERWEIGHT LOADS WILL BE DETERMINED WITH PERMITS FOR THOSE LOADS AND MAY NOT CORRESPOND TO THIS PLAN.

LEGAL DESCRIPTION: A PARCEL OF LAND LYING WITHIN SECTIONS 7, 18, 19, 30, AND 31 TOWNSHIP 16 SOUTH, RANGE 64 WEST SECTIONS 11, 12, 13, 14, 23, 24, 25, 26, AND 36 TOWNSHIP 16 SOUTH, RANGE 65 WEST



Haul Route

By Agency

- El Paso County
- City of Fountain
- State (CDOT)
- Private

Pike Solar

Haul Route Map (North)

El Paso County, CO

Proposed Pike Solar Project Area

Existing Road

Incorporated City

Reference:
City of Fountain Truck Routes
(accessed 2/9/2022)

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Project #: 20-194

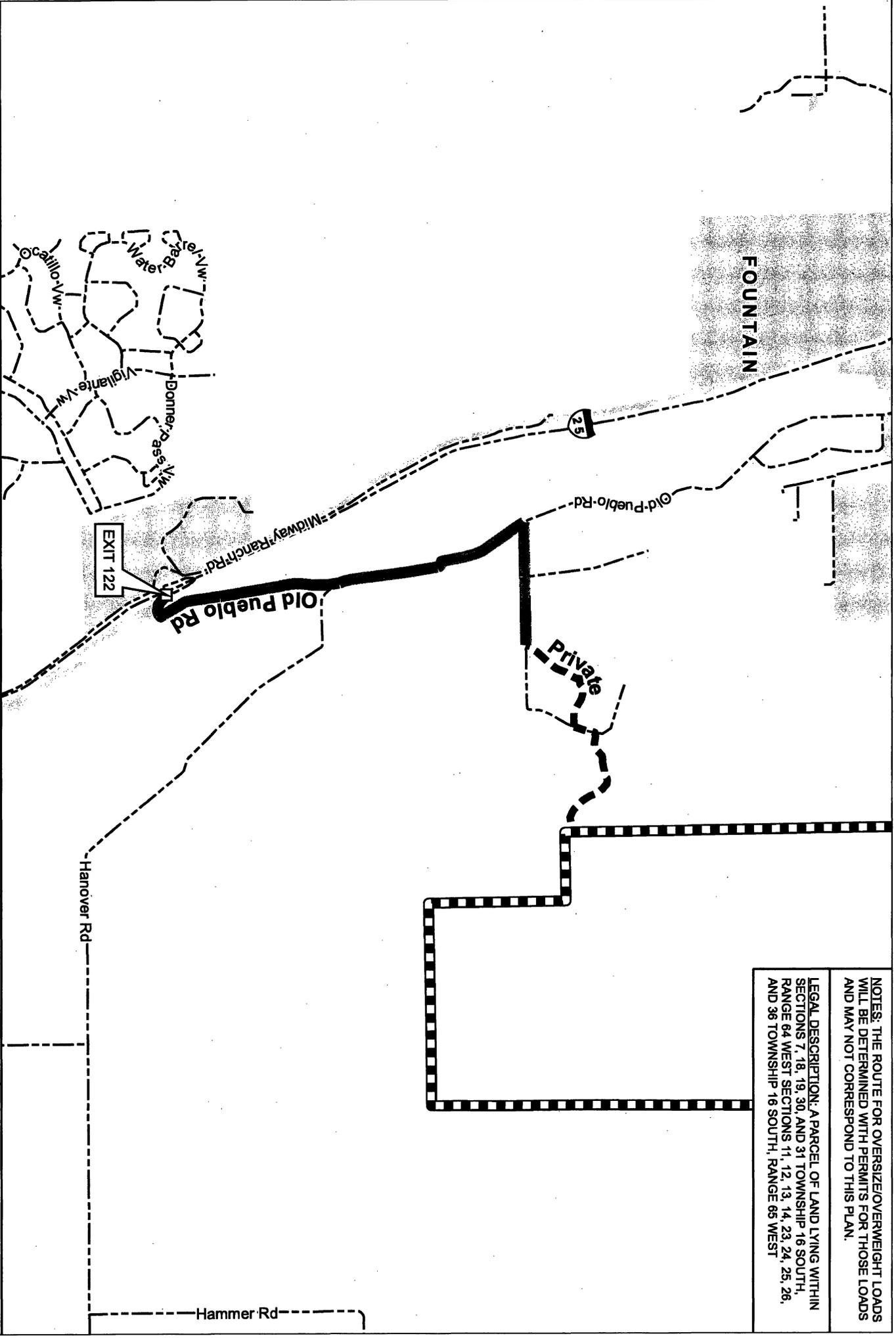
Date: 2/10/2022

0 4,000 Feet

CORE LAND DEVELOPMENT ENERGY PUBLIC INFRASTRUCTURE

NOTES: THE ROUTE FOR OVERSIZE/OVERWEIGHT LOADS WILL BE DETERMINED WITH PERMITS FOR THOSE LOADS AND MAY NOT CORRESPOND TO THIS PLAN.

LEGAL DESCRIPTION: A PARCEL OF LAND LYING WITHIN SECTIONS 7, 18, 19, 30, AND 31 TOWNSHIP 16 SOUTH, RANGE 64 WEST SECTIONS 11, 12, 13, 14, 23, 24, 25, 26, AND 36 TOWNSHIP 16 SOUTH, RANGE 65 WEST



Haul Route

By Agency

State (CDOT)

El Paso County

City of Fountain

Private

Proposed Pike Solar Project Area

Existing Road

Incorporated City

Pike Solar

Haul Route Map (South)

El Paso County, CO

Reference:
City of Fountain Truck Routes
(accessed 2/9/2022)

PAGE 2 of 2

Project #: 20-194

Date: 2/10/2022



CORE LAND DEVELOPMENT
ENERGY PUBLIC INFRASTRUCTURE

EXHIBIT D

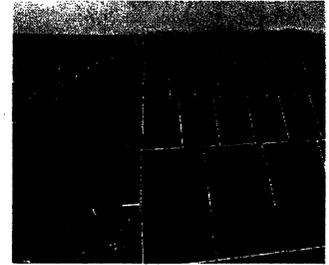
(Road Condition Survey Work Plan)

Pike Solar, El Paso County, CO
Road Condition Survey Work Plan
August 31, 2021

INTRODUCTION

juwi Inc. (juwi) plans to develop a large-scale photovoltaic Project (Pike Solar, or, “Project”) in El Paso County, Colorado. The Project will be located Southeast of the Landfill and Northeast of Palmer Solar and is planned to have a footprint of approximately 1,200 acres. The construction operations are planned to begin in March 2022 and are expected to last for a duration of 21-24 months. Material deliveries are expected to start approximately two weeks prior to start of the construction activities.

Juwi has developed a Road Condition Work Plan to assess any potential accelerated degradation of the pavements that will be utilized by the construction traffic during the construction period. The goal of this plan is to conduct an objective pavement condition assessment before, during and after the construction operations have been completed to assess the pavement condition and capture Right-of-Way (ROW) imagery to document the condition of the road sections. The pavement condition assessment methodology will be similar to that used by the El Paso County (“The County”) to assess their County roads.



Construction traffic is expected to access the Project site through the North and the South Routes listed below in Table 1 and depicted below in Figure 1. Table 1 shows the section limits and estimated centerline lengths.

Table 1: Project North and South Access Paved Road Sections and Centerline Mileage

Route	Street Name	From	To	CL Miles	Route CL Miles
North Route (City of Fountain Truck Route)	CO-16 (Mesa Ridge Pkwy)	I-25 Interchange	Powers Bd S	3.1	9.1
	Mesa Ridge Pkwy*	Power Bd S	Marksheffel Rd S.	1.4	
	Marksheffel Rd S.*	Mesa Ridge Pkwy	Link Rd	0.8	
	C&S Road	Marksheffel Rd S.	Link Rd	0.3	
	Link Rd	Marksheffel Rd S.	Squirrel Creek Rd	1.0	
	Squirrel Creek Rd	Link Rd	2.5 miles E of Link Rd	2.5	
South Route	Old Pueblo Rd*	I-25 Exit	Birdsall Rd	3.0	3.9
	Birdsall Rd*	Old Pueblo Rd	0.9 miles E of Old Pueblo Rd	0.9	

*El Paso County Roads.

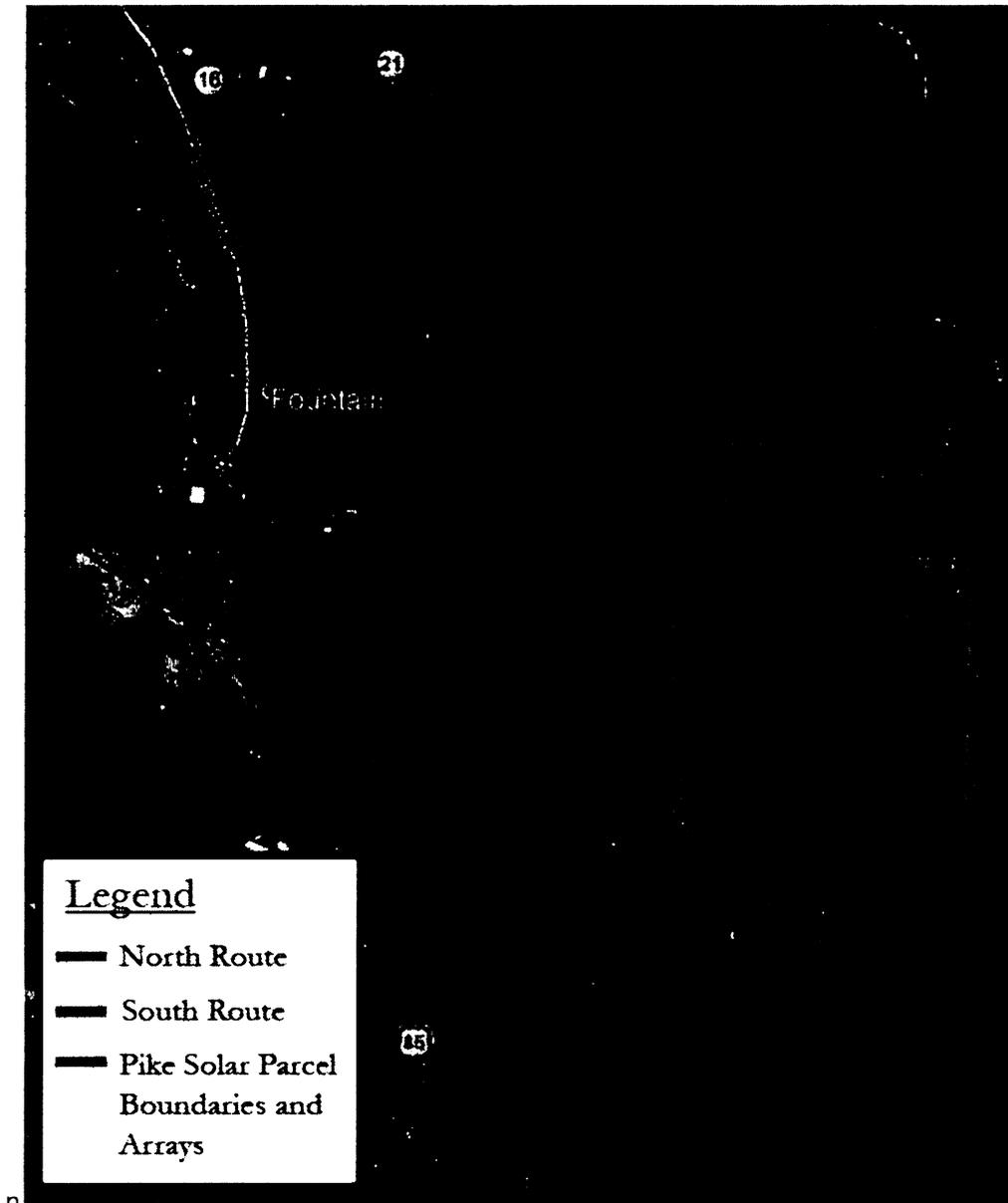


Figure 1: Project North and South Access Routes

CONSTRUCTION TRAVEL ESTIMATES

Construction-related traffic is divided into three categories; 1) Worker Travel; 2) Civil Construction Equipment/Materials; and 3) Solar/Battery System Equipment/Materials. Workers are expected to access the site through the North Route with a total number of daily trips estimated at 50,000 over the 730 days during the construction period. Expected vehicle/truck weights that will access the site range between 2,000 lbs. for light passenger cars up to 66,000 lbs. for various trucks and haulers. Approximately 10 trips are expected to be completed using oversized haulers with a total weight of 110,000 lbs. A haul permit will be obtained for these oversized haulers. Aside from Worker Travel, the vast majority (>95 %) of the trips will use the South Route.

TENTATIVE PROJECT SCHEDULE

Table 2: Tentative Project Schedule

Activity	From	To
Mobilization of Materials and Equipment	03/01/2022	11/01/2023
Contractor Work	03/22/2022	11/02/2023
Testing, Commissioning, and Close-Out	02/22/2022	02/15/2024

PROPOSED SCOPE OF WORK

The proposed scope of work is summarized below in Table 3. The two major activities that are included in the scope of work are: Pavement Condition Assessment and Pavement Management System (PMS) Analysis. The proposed timing for the field work is also provided below in Table 3.

Table 3: Proposed Scope of Work and Timing

Activity	Round	Start	End
Surface Distress and Roughness Survey on All Lanes of Both North and South Routes. Includes Right-of-Way (ROW) Image capture and processing.	1	During 02/2022	Before Operations begin
	2	During 02/2023	During 02/2023
	3	During 02/2024	During 02-10/2024 after All heavy equipment travel ends

PROPOSED WORK PLAN

Our approach for successfully implementing the proposed scope of work presented above is based on the tasks below.

- Task 1: Surface Distress Survey
- Task 2: Roughness Survey
- Task 3: Digital Images and Spatial Referencing
- Task 4: Data Management Methodology
- Task 5: Reporting

TASK 1: SURFACE DISTRESS SURVEY

- 1.1 Conduct a surface distress survey on all paved sections described in this SOW. A tabular listing of paved sections shall be provided.
- 1.2 Indicate the surface distress collection interval and roadway coverage plan. Provide an explanation of proposed methodology for surveying roads with multiple lanes in each direction of travel. Continuous data sampling submitted in 100-foot intervals is the preferred survey interval.
- 1.3 For flexible pavements, the following distresses shall be collected: Wheel Path Rutting, Transverse Cracking, Patching, Edge Cracking, Excessive Crown, Map Cracking, Rippling, Pavement Distortion, Potholes, Flushing – Bleeding, Alligator Cracking, Raveling, and Longitudinal Cracking. Surface distress data shall have the severity and extent for each distress type. Any additional distresses which feel relevant are to be included in the deliverables.

TASK 2: ROUGHNESS SURVEY

- 2.1 Conduct a surface distress survey on all paved sections described in this Work Plan. A tabular listing of paved sections shall be provided.
- 2.2 Indicate the roughness survey interval and roadway coverage plan. Provide an explanation of proposed methodology for surveying roads with multiple lanes in each direction of travel. Continuous data sampling submitted in 100-foot intervals is the preferred survey interval. Survey intervals will be collected in a manner consistent with existing data in the County's pavement management software.
- 2.3 Undertake an objective measured roughness survey of all paved sections. Roughness data must meet the specifications of the International Roughness Index (IRI) and utilize a laser-based Class II profiler as designated by the Federal Highway Administration. If a Class II profiler is not available specify the profiler to be used and the impact on final data provided. Roughness data must be station specific for each section and must correspond to the station intervals used in the surface distress survey. Indicate the longitudinal sampling rate, wheel path, travel lane and direction of travel for roughness data collection.

TASK 3: DIGITAL IMAGES AND SPATIAL REFERENCING

- 3.1 **Image Size and Spatial Referencing.** Digital images shall be collected and delivered in .jpg format. The images shall be a minimum of 24-bit color, 80 percent .jpg quality, and have a minimum size of 6 megapixels. The horizontal aspect will achieve a minimum of 120- degree viewing angle. Photographs will be taken every 15 feet, or more frequently. Each photo must be identified with a GPS location. A GIS layer file that contains all photo locations shall also be provided. The GIS database shall contain the image ID, the image name, the path, the folder, and a hyperlink that will open the image file.
- 3.2 **ROW Images.** Clearly capture pavement cracks, medians, gutters, curbs, up to four lanes of traffic (same direction and opposing), road surface on vertical and horizontal curves, and road signs within right-of-way on same side of roadway as collection vehicle. Camera should not be zoomed in too far.

TASK 4: DATA MANAGEMENT METHODOLOGY

All data will be uploaded directly to the County PMS. Some section of roads included in this survey are not in the PMS. Road sections will be added in and the data uploaded if that approach is preferred by the County, otherwise for road sections not included in the PMS no data will be uploaded. The County is using Stantec's Road-Matrix pavement management software version 2.0.8 with database version 2.0.3 with a SQL server database as of June 2018. All data collected shall be directly compatible with the current software system and database version in use by the County

TASK 5: REPORTING

On three (3) occasions, before, during, and after construction, the Juwi shall deliver surface distress, ride condition (roughness) data, pavement width, and digital images for each roadway section directly to the El Paso County PMS or provided directly to the County.

Interim Reports

Interim reports will be generated to document the results of the pavement condition surveys. The first interim report will include detailed approach, equipment used, and results of the first condition survey cycles. Follow-up reports will include only the results of the pavement condition survey after each round of testing.

Final Report

A final report will be submitted that contain the following as a minimum:

- Executive Summary.
- Data Collection procedures and equipment used.
- Results summary of each Surface Distress and Roughness Survey.
- Summary of pavement performance indices (RCI, SDI, PQI) changes over all survey cycles.
- Summary of Conclusions

Table 5: Reporting Schedule

Report	Completion
Interim Report 1 (Approach + Condition Assessment Round 1 Results)	Week of 3/13/2022
Interim Report 2 (Condition Assessment Round 2 Results)	Week of 3/12/2023
Final Report	Week of 4/29/2024

