STATEMENT OF WORK – ARTA Website Design and Development

Client: ARTA (Aerotropolis Regional Transportation Authority)
Contact: Clifton Larson Allen LLP
Project #: TBD
Date: Revised December 3, 2018

ARTA (Aerotropolis Regional Transportation Authority) needs a communication website that is public facing. As a governmental board that must have transparency with what they are doing, this website will fulfill a big part of that requirement in obligation to taxpayers and the public for public transparency.

AGENCY SERVICES

WEBSITE DESIGN AND DEVELOPMENT

This Statement of Work (SOW) is for the redesign and development of the existing https://aerotropolisrta.com website. COHN recommends a website that will be a simple, yet effective, seven-page site that will include the following pages:

- Home Page / About the ARTA
- Board of Directors
- Meetings
- Financials
- Projects
- Document Downloads
- Contact Page

COHN will give the site an updated look and feel while keeping the functionality primarily the same. The website will be developed on WordPress so that updates and edits are easy to maintain by Clifton Larson Allen.

Deliverables:

- Homepage Design
  - One design concept with one round of revisions
- Interior Pages
  - Six Pages: Board of Directors, Meetings, Financial, Projects, Documents and Contact
  - Design for the additional six pages will be based off the approved homepage design
  - These six pages will be built directly on the staging site instead of being designed and sent to the client for approval prior to the development phase
  - This scope includes one round of revisions for each page on the staging site
- Website Staging Link
• Built-in WordPress
• Based on approved designs
• One round of revisions included as outlined above before going "live"

• Photography Sourcing and Editing
  • 1 round of photography recommendations placed in approved designs
  • *The cost to purchase or shoot new images is not included in the scope and will be provided separately if necessary. A separate estimate will be provided for client approval in advance of purchasing imagery for the final site development. COHN will explore existing stock imagery utilized for the groundbreaking program and other related assets as possible.*

Content will be provided by the client to drop into the site design. Should copywriting, editing, graphics creation, map edits or other creative services be necessary, COHN will estimate those needs and provide for the client to approve prior to proceeding with that work.

**Foundational Search**

$900

COHN can provide the following at an additional fee to ensure that the ARTA website has foundational search in place when the site launches.

**Base Level Metadata Integration**

- Initial metadata and SEO implementation.
- Yoast SEO plugin for meta tag and SEO management
- Page title tags, meta descriptions, and image alt tags. Does not include meta tags for individual news articles, blog posts or careers pages.
- SEO-friendly URL and permalink structure
- Google Analytics installed, including one test view and one IP filter view
- Google Tag Manager, if applicable
- Google Search Console verification
- XML sitemap and submission to Search Console
- Robots.txt file and submission to Search Console
- URL redirects

**I-70/Harvest Interchange Project Logo + Logo Extension Design**

$350

In addition to the website, ARTA needs a logo design update to include an extension that will denote project location. Upon approval, COHN will provide the editable logo files for client use in agendas, timelines and other meeting documents. These costs will be billed as part of this project scope in addition to the website fee.

**Deliverables:**

- Utilizing the existing ARTA logo, COHN will provide a recommendation for incorporating project location into that logo design.
- One design concept with one round of revisions
Website Hosting $115/month
Website hosting utilizing WPEngine if CLA does not have hosting secured for the website.

PROJECT TIMELINE
Below is the anticipated timeline for the project. Following approval of this SOW, COHN will provide a detailed timeline that includes detailed milestones and client review/approval dates. COHN will target a launch date of Thursday, December 20 for the ARTA website to be live.

Project Total: 3 - 4 weeks
Website Design: 1 - 2 weeks
Website Development: 2 weeks
I-70/Harvest Interchange Project Logo: 1 week

COMPENSATION / COST
Website Design Project Total $8,500
Foundational Search $900
I-70/Harvest Interchange Project Logo $350
TOTAL PROJECT FEE $9,750

Note: Should the project scope change or the client requests additional functionality during the project, COHN will issue a change order for review/approval before completing the additional work.

Fees do not include reimbursable outside costs such as photography, illustrations, video production, printing, shipping, copywriting, editing, courier expenses, etc. Any additional costs will be presented to the client for written approval in advance of the proceeding.

Should the Client put the project on hold or cancel the project/agreement prior to completion, then the Client is responsible for payment of all fees and expenses associated with all work done to date, prior to termination, even if that does not line up with the payments made up to that point. We will issue a final invoice to cover everything done up to the date that you cancelled the project.

PAYMENT TERMS
COHN will invoice ARTA $9,750 according to the following payment terms for website design:
- 50% ($4,875) upon signature of SOW; no later than December 3, 2018
- 50% ($4,875) upon delivery of the staging link

Website Hosting - not included in this Statement of Work $115/month
COHN will work with CLA to establish direct billing for monthly hosting fees to be invoiced directly to ARTA each month. Fees for hosting are not included in COHN's payment terms.
### APPROVAL OF STATEMENT OF WORK

**CLIENT: AEROTROPOLIS RTA BOARD**

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<th>Signature</th>
<th>Matt Hopper</th>
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**ARTA Board Chairperson**

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**THE J. COHN MARKETING GROUP**

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<th>Signature</th>
<th>Ali Lego</th>
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**Printed Name**

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**Title**

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**Date**
ADDENDUM TO AGREEMENT
(Aerotropolis Regional Transportation Authority; The J. Cohn Marketing Group)

THIS ADDENDUM TO AGREEMENT (Aerotropolis Regional Transportation Authority; The J. Cohn Marketing Group) (this “Addendum”) is effective the 1st day of December, 2018, and amends that certain Master Services Agreement (the “Agreement”) entered into by and between the AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY (“Client”) and THE J. COHN MARKETING GROUP, INC. (“Agency”). Client and Agency hereby agree to the following provisions of this Addendum as though the provisions of this Addendum were fully set forth in the Agreement:

1. DEFINITIONS. All capitalized terms used but not defined in this Addendum shall have the meaning given to them in the Agreement.

2. CONFLICT OF TERMS. In the event there is any conflict or inconsistency between the provisions of the Agreement and those of this Addendum, the provisions of this Addendum shall control and govern the rights and obligations of the parties. All other provisions of the Agreement not expressly altered by this Addendum remain in full force and effect.

3. SEVERABILITY. If any clause, provision, subparagraph, or paragraph set forth in this Addendum or the Agreement is illegal, invalid, or unenforceable under present or future applicable laws, then and in that event it is the intention of parties hereto that the remainder of the Agreement and this Addendum shall not be affected thereby.

4. NO WAIVER OF GOVERNMENTAL IMMUNITY. Agency understands and agrees that Client is a quasi-municipal corporation and political subdivision of the State of Colorado, and Client is relying on and does not waive or intend to waive by the Agreement or any provision thereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Client.

5. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of the Client shall be charged personally or held contractually liable by or to the Agency under any term or provision of the Agreement or this Addendum or because of any breach thereof or because of its or their execution, approval or attempted execution of the Agreement or this Addendum.

6. APPROPRIATION. All obligations of Client under and pursuant to the Agreement are subject to prior appropriations of monies expressly made by the Client’s Board of Directors for the purposes of the Agreement.

7. SALES AND USE TAX. Client is exempt from Colorado sales and use tax. It is Agency’s responsibility to obtain and use the sales tax exemption number of Client as applicable. Client shall not reimburse Agency for sales or use taxes erroneously paid.
8. INDEMNIFICATION. Client and Agency understand and agree that Client is a political subdivision of the State of Colorado, and to the extent the Agreement provides the Client will indemnify the Agency under any circumstances, such indemnification will be limited to the extent permitted by law. This provision shall survive termination of the Agreement for any reason.

9. THIRD PARTY BENEFICIARIES. Nothing expressed or implied in the Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the Client and the Agency, and any right, remedy, or claim under or by reason of the Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in the Agreement by and on behalf of the Client and the Agency shall be for the sole and exclusive benefit of the Client or the Agency. It is the express intention of the parties that any person other than the parties shall be deemed to be an incidental beneficiary only.

10. NO BINDING MEDIATION OR ARBITRATION. Client is a political subdivision of the State of Colorado and does not agree to binding mediation or arbitration of any kind. The parties agree that Colorado law shall apply to the Agreement and that any legal dispute arising thereunder shall be tried and heard in the District Court for the County of Adams, State of Colorado. In the event that legal action is instituted to enforce any of the provisions of the Agreement, the prevailing party shall recover from the losing party its reasonable attorneys’ fees and court costs.

11. COLORADO OPEN RECORDS ACT. Agency expressly recognizes that the Client is a political subdivision of the State of Colorado and is subject to the provisions of the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. The Client agrees to protect confidential, proprietary, trademark, copyrighted and otherwise protected materials of the Agency, but only to the extent such protection does not conflict with the Colorado Open Records Act and Client’s obligations thereunder.

12. LIMITATIONS OF LIABILITY. Client and Agency understand and agree that Client is a political subdivision of the State of Colorado, and to the extent any provisions of the Agreement limit Agency’s liability to Client under the Agreement, such limitation(s) will be effective only to the extent permitted by law. This provision shall survive termination of the Agreement for any reason.

13. STATUTORY PROVISIONS REGARDING ILLEGAL ALIENS. Agency shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101, et seq., C.R.S. The Agency shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under the Agreement, or (b) fails to certify to the
Agency that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement.

The Agency hereby certifies that it does not knowingly employ or contract with an illegal alien. The Agency shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program") or the State’s Department Program established pursuant to C.R.S. § 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Agency shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Agency shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Agency obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Agency shall be required to: (a) notify the subcontractor and the Owner within three (3) days that Agency has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Agency the subcontractor does not stop employing or contracting with the illegal alien; except that Agency shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Agency shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

In addition to any other legal or equitable remedy the Owner may be entitled to for breach under the Agreement, if the Owner terminates the Agreement, in whole or in part, due to the Agency’s breach of any of this Section, the Agency shall be liable for actual and consequential damages of the Owner resulting from such termination, and the Owner shall report such violation by the Agency to the Colorado Secretary of State as required by law.

14. COUNTERPARTS. The Agreement and this Addendum may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one document.

15. CAPTIONS. The caption of each paragraph of this Addendum is added as a matter of convenience only and shall be considered of no effect in the interpretation or construction of any provision or provisions of this Addendum.
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed effective as of the date first above written.

CLIENT:
Aerotropolis Regional Transportation Authority

By: ____________________________
Name: Matthew Hopper
Its: President

AGENCY:
The J. Cohn Marketing Group, Inc.

By: ____________________________
Name: ____________________________
Its: ____________________________