MASTER SERVICE AGREEMENT FOR ENGINEERING SERVICES
(AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY)

THIS MASTER SERVICE AGREEMENT FOR ENGINEERING SERVICES (Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority) (this “Agreement”) is entered into and effective as of December 18, 2018, by and between AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY, a Colorado regional transportation authority established pursuant to Section 43-4-601 et seq., C.R.S., (“ARTA”), and SCHEDIO GROUP, LLC, a Colorado limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate, and maintain certain public facilities and improvements in accordance with its service plan.

B. ARTA was established pursuant to that certain Intergovernmental Agreement Among the Board of County Commissioners of the County of Adams, the City of Aurora, and the Aerotropolis Area Coordinating Metropolitan District Establishing the Aerotropolis Regional Transportation Authority dated February 27, 2018 and the Regional Transportation Authority Law, C.R.S. § 43-4-601 et seq.

C. Pursuant to Sections 32-1-1001(1)(d)(l) and 43-4-605, C.R.S., respectively, the District and ARTA are permitted to enter into contracts and agreements affecting their affairs.

D. The Consultant has experience in providing the services, generally described in Exhibit A, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“Task Order”) basis, as more particularly described herein (the “Services”), and is willing to provide such Services to the District and ARTA for reasonable consideration.

E. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District and ARTA and the District and ARTA will compensate the Consultant.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:
I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Adhere to the Colorado Professional Engineers Practice Act, C.R.S. § 12-25-101 et seq., and all regulations adopted pursuant thereto. The Consultant shall exercise independent professional judgment in performance of the Services and render the Services free of improper or wrongful exercise of persuasion or control, to avoid the appearance of impropriety, and with objective and truthful representation in all reports, statements, and testimony, if any.

(c) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(d) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(e) Advise the District and ARTA of the status of the Services required by this Agreement on a regular basis and work in coordination with the District and ARTA’s other consultants to assure that both the District and ARTA have the most complete information available for the exercise of their individual powers and discretionary authority.

(f) Shall not enter into any contract, oral or written, in the name of the District or ARTA, and from incurring any debt, liability, or obligation for or on behalf of the District or ARTA. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District and ARTA harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District or ARTA in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, or specifically authorized or ratified by the board of directors of the Party being obligated as reflected in the minutes of such Party’s board meetings. The Consultant shall always conform to industry best practices and operate at the direction of the District, except as provided in Exhibit B.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its
employees, agents, subcontractors, or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk, and expense, and no part of the cost thereof shall be charged to the District or ARTA, except the payments to be made by the District and/or ARTA to the Consultant for the Services performed as provided herein. The District and ARTA shall not be responsible for the Consultant's means, methods, techniques, sequences, or procedures of work or for safety precautions incident thereto. The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District or ARTA's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all the certifications, statements, representations and warranties set forth in Exhibit E attached hereto and made a part hereof by this reference.

1.6 Work Product. "Work Product" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District and ARTA's use and shall provide such copies upon request at reasonable commercial printing rates paid by the requesting Party. Consultant agrees all right, title, and interest in the Work Product is and shall remain the property of the District and ARTA, with neither Party having any superior right to possess and use the same. If requested by the District or ARTA, Consultant shall execute and deliver such documents as shall be necessary in the requesting Party's sole discretion and make no claim of any rights in the Work Product. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District to serve as its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District and ARTA immediately upon termination of this Agreement, and the District and ARTA shall be entitled to receive from each other all materials, of whatever form maintained, from the other.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to separate Task Orders. The Task Orders shall be
identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. The Consultant shall, as nearly as practicable, apportion the Consultant’s compensation and expenses on a pro-rata basis according to the Consultant’s independent determination of the allocation of verified cost between the District and ARTA. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 **Compensation.** The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

2.3 **Expenses.** The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in the applicable Task Order, unless otherwise approved in advance in writing pursuant to a Task Order.

2.4 **Subject to Annual Budget and Appropriation; Governmental Debt.** The District and ARTA do not intend hereby to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the governmental entities hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District or ARTA within the meaning of any Colorado constitutional provision or statutory limitation.

**III. TERM AND TERMINATION**

3.1 **Term.** The term of this Agreement shall begin on the date set forth above and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement must be in writing and executed by all Parties. Extensions of any Task Order must be in writing and executed by the Consultant and the District, unless all or part of the costs for the Task Order are to be paid by ARTA.

3.2 **Termination.** The District or ARTA may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the other Parties at least thirty (30) days prior to the effective date of such termination. The District or ARTA may cancel or suspend any individual Task Order(s) as provided in Subsection A.6 of Exhibit B. The Consultant may terminate this Agreement or any individual Task Order for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District and ARTA shall pay the Consultant on a pro-rata basis for all Services satisfactorily performed in accordance with each Task Order through the termination date.

**IV. INDEMNIFICATION AND INSURANCE**

4.1 **Indemnification.** The Consultant hereby agrees to indemnify, defend and hold the District and ARTA, including their respective affiliated entities or other persons or entities
designated by them, and their respective directors, trustees, officers, members, managers, agents, and employees (collectively, the “Indemnites”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A: XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall provide such evidence of insurance to ARTA upon request, and shall inform ARTA of the Consultant’s cancellation, nonrenewal, or modification of such policies upon receiving notice of the same from the Consultant. Neither the District nor ARTA shall pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage. The Consultant must, at a minimum, maintain the following insurance policies in forms acceptable to the District and ARTA.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) $500,000 for bodily injury by accident, each accident; (ii) $500,000 for bodily injury by disease, each employee; and (iii) $500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District and ARTA.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, which policy shall include, without limitation, the District and ARTA as additional insureds, a waiver of subrogation endorsement in favor of the District and ARTA, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District or ARTA, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage
Liability; Contractual Liability supporting the Consultant’s indemnification agreements in favor of the District and ARTA; Completed Operations and Products Liability; and Independent Contractor’s Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than $2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than $2,000,000 for Completed Operations and Products Liability.

(iii) **Automobile Liability Insurance.** An Automobile Liability Insurance Policy written on a per accident basis. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented, and non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than $1,000,000 for each accident for bodily injury and/or property damage.

(iv) **Excess Liability Insurance.** An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), which policy will include the District and ARTA as additional insureds. The Excess Liability Insurance Policy must be written with a combined single limit of not less than $1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) **Professional Liability Insurance Coverage.** The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the Services, maintain in full force and effect a claims-made policy covering errors, omissions, and negligent acts in the performance of its Services hereunder, in an amount of $1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant’s deductibles or Consultant’s self-insured retentions shall be approved by the District.

(b) **Failure to Obtain and Obligation to Maintain Insurance.** If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant by the District, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.
(c) **Effect of Approval or Acceptance of Insurance.** District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 **Assignment.** The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 **Modification; Amendment.** This Agreement may be amended from time to time by agreement between all Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the Parties unless the same is in writing and duly executed by all Parties.

5.3 **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 **Governing Law and Jurisdiction.** This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Adams, Colorado.

5.6 **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

5.7 **Parties Interested Herein.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

5.8 **Notices.** All notices, demands, requests, or other communications to be sent by one Party to another hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:
To District:  
Aerotropolis Area Coordinating Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., #150  
Lakewood, CO 80228  
Phone: 303-987-0835  
Email: ljohson@sdmsi.com  
Attn: Lisa A. Johnson

With a Copy to:  
McGeady Becher P.C.  
450 E. 17th Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Email: mmegeady@specialdistrictlaw.com  
Attn: MaryAnn M. McGeady

To ARTA:  
Aerotropolis Regional Transportation Authority  
c/o CliftonLarsonAllen  
8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-4525  
Email: tgeorge@spencerfane.com  
Attn: Bob Blodgett

With a Copy to:  
Spencer Fane LLP  
1700 Lincoln St., Suite 2000  
Denver, CO 80203  
Phone: 303-839-3800  
Email: tgeorge@spencerfane.com  
Attn: Tom George

To Consultant:  
Schedio Group, L.L.C  
808 9th St.  
Greeley, CO 80631  
Phone: 303-968-7677  
Email: tmccarthy@schediogroup.com  
Attn: Tim McCarthy

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving another Party hereto at least ten (10) days’ written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If any Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, including the provisions of any Task Order issued hereunder, and if such failure of performance
continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Parties, at their individual options, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement or a specific Task Order as of any specified date. The non-defaulting Parties shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Parties in any such litigation or other proceeding shall obtain as part of its judgment or award their reasonable attorneys’ fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state, and local laws regarding business permits, certificates, and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District and ARTA under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE Follows]
[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant: SCHEDIO GROUP, LLC
By: [Signature]
Its: [Signature]

STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this 18th day of
[Signature]

Witness my hand and official seal.
My commission expires: 11/10/2021

[Notary Public Stamp]
GREGORY GUZEK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174047552
MY COMMISSION EXPIRES NOVEMBER 16, 2021
STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this 12th day of December, 2018, by Matthew Hopper, as President of Aerotropolis Area Coordinating Metropolitan District.

Witness my hand and official seal.

My commission expires: 12/20/20

ANNA JONES
Notary Public
State of Colorado
Notary ID # 19954017866
My Commission Expires 12-20-2020
STATE OF COLORADO
COUNTY OF

The foregoing instrument was acknowledged before me this 12th day of December, 2018, by Colonel Dave Gruber, as Vice-Chairperson of Aerotropolis Regional Transportation Authority.

Witness my hand and official seal.

My commission expires: 12/30/30

ANNA JONES
Notary Public
State of Colorado
Notary ID # 19964017866
My Commission Expires 12-20-2020

ARITA:
AEROTROPOLIS REGIONAL TRANSPORTATION AUTHORITY
By:
Vice-Chairperson

[Signature]

ss.

[Signature]

[Notary Public Seal]
EXHIBIT A
General Description of Services

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the review and verification, to a degree deemed appropriate by Schedio Group, of soft and indirect costs incurred to date associated with the design of Public Improvements. Schedio Group will prepare a professional Engineer's Report and Verification Letter which will include, as a minimum, the following sections:

- Title Page
- Table of Contents
- Summary of Findings
- Methodology and Findings
  - Verification of Quantities
  - Verification of Costs
  - Verification of Payments
  - Verification of Construction
- Special Circumstances
- Documents Reviewed
- Maps (colored maps designed help the District more easily interpret various aspects of the cost verification process)
- Engineer's Verification Letter

Deliverables:

1. Draft Engineer's Report and Verification Letter for Review and Comments
2. Final Engineer's Report and Verification Letter
   **(signed and sealed by Professional Engineer # 0044349)**

TASK 2 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED MONTHLY ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the monthly review and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs incurred monthly associated with the design and construction of Public Improvements.

Deliverables:

1. Draft Update to Engineer's Report and Verification Letter for Review and Comments
2. Final Update to Engineer's Report and Verification Letter
   **(signed and sealed by Professional Engineer # 0044349)**

TASK 3 - ON CALL SERVICES

On Call Services will be performed as directed by the District.
EXHIBIT B

Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. **General.** The Consultant shall perform Services under this Agreement only upon receipt from the District and/or ARTA of a written Task Order, executed by the Consultant and the other Party or Parties requesting the Task Order, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereof. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment hereto.

2. **Request for Task Order Submittal.** Any request for a Task Order submitted to the Consultant by the District and/or ARTA shall set forth the scope of Services to be performed, key milestones for key elements of the Services, provide any additional detail needed to further describe the Services, establish the deliverables to be produced by the Consultant, and indicated the Party or Parties responsible for the payment to the Consultant on the Task Order (collectively, the “Task(s)”). The District and ARTA may request the Consultant to provide Services in three ways (collectively, the “Request for Task Order”):

(a) As a “Request for Combined Task Order”, through which the District and ARTA, upon their agreement as to the scope of Services to be performed, notify the Consultant by issuing a written statement of the Tasks, such resulting Task Order being apportioned on a pro-rata basis between the Parties and invoiced to the District and ARTA according to the allocation of verified costs associated therewith.

(b) As a “Request for Pre-Bid Task Order”, through which ARTA may notify the District and Consultant by issuing a written statement requesting review of Tasks before a project is submitted to public bidding by either Party, such resulting Task Order being payable by ARTA.

(c) As a “Request for Post-Allocation Review”, through which the District and/or ARTA may notify the Consultant by issuing a written statement requesting review of Services previously performed by the Consultant and the resulting pro-rata allocation of verified costs among the Parties, such resulting Task Order being payable by the requesting Party.

3. **Consultant’s Response.** Within seven (7) business days of receipt of a Request for Task Order, the Consultant shall respond by providing the following elements (collectively, the “Task Order Submittal”) to the District and ARTA for approval, rejection, or negotiation:

(a) A schedule of the Services and the Task(s):
(b) A detailed description of proposed Services;

(c) If requested, a work plan that describes the discrete portions of the Task(s);

(d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method approved by the District and ARTA, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and

(e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).

(f) Any additional information required in the Request for Task Order Submittal.

Neither the District nor ARTA shall have the authority to independently approve, reject, or negotiate any Task Order Submittal for which it will not be solely responsible.

4. **Negotiation Regarding Task Order.** The District and ARTA will be entitled to review Task Order Submittals, the funding for which they each are or may be responsible, and approve, reject, or negotiate any or all elements thereof. If the District and ARTA cannot agree on the Task Order, either may submit a Request for Post-Allocation Review to the Consultant, the result of which will be final and conclusive.

5. **Issuance of Task Order.** If the District and ARTA approve a Task Order Submittal resulting from a Request for Combined Task Order in whole or in part or the Parties successfully agree to the terms of a Task Order after negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. Any Task Order Submittal resulting from a Request for Pre-Bid Task Order or Request for Post-Allocation Review may be issued only by the Party or Parties making such request. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. **Cancellation/Suspension of Task(s).** The District and/or ARTA, as the responsible Party, may at any time and for any reason by a written notice, cancel or suspend, in whole or in part, a Task Order. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District and/or ARTA determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District and ARTA incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. **SCHEDULE.**
The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing and Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as Exhibit D and incorporated herein by this reference. To obtain payment the Consultant must submit to the District and ARTA a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District’s project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District and ARTA shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District and ARTA reserve the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District and ARTA may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. The District and/or ARTA will advise Consultant within twenty (20) days of receipt of any Invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. The Parties shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.
EXHIBIT C

Form of Task Order

MASTER SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE: Master Service Agreement for Engineering Services (Aerotropolis Area Coordinating Metropolitan District and Aerotropolis Regional Transportation Authority)

AGREEMENT NO. TASK ORDER NO. TASK ORDER REFERENCE: Task Order Submission (attached)

CONSULTANT: Schedio Group, LLC

RESPONSIBLE PARTY: ☐ District ☐ ARTA ☐ Both

TASK ORDER NAME:

PROJECT ENGINEER(S):

BASIS OF COMPENSATION:

☐ District ☐ ARTA ☐ Pre-Rata Classification Rate (Fee Schedule attached)

SCHEDULE:

AGREEMENT PRICE RECONCILIATION:

<table>
<thead>
<tr>
<th>District</th>
<th>ARTA</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 000.00</td>
<td>$ 000.00</td>
</tr>
</tbody>
</table>

Task Order Price - Task Order No.

Total of Agreement Prices including this Task Order

$ 000.00 $ 000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect

This Task Order constitutes written assurance by the Parties identified herein that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

District:

Recommended by ____________________________ Date ______________

Approved by _______________________________ Date ______________

ARTA:

Recommended by ____________________________ Date ______________

Approved by _______________________________ Date ______________

The undersigned agrees to the above terms and conditions:

Consultant ________________________________ Date ______________

Authorized Agent __________________________ Title ______________
EXHIBIT D

Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

2019 CHARGE RATES SCHEDULE

Hourly Rates
Managing Principal $ 180.00
Professional Engineer $ 150.00
Staff Engineer $ 120.00
Administrative $ 95.00
Expert Witness $ 275.00 (Preparation)

$ 350.00 (Deposition and Testimony)

Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ $ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%
EXHIBIT E

Certification of Consultant

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) notify the subcontractor, the District, and ARTA within three (3) days that the Consultant 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 the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District and ARTA may, upon their agreement, terminate the Agreement immediately and the Consultant shall be liable to the District and ARTA for actual and consequential damages resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT  
MASTER SERVICES AGREEMENT TASK ORDER  

AGREEMENT TITLE: Master Service Agreement for District Engineering Services  
AGREEMENT NO. 01  AGREEMENT DATE December 11, 2018  TASK ORDER NO. 01  
CONSULTANT Schedio Group, LLC  

TASK ORDER REFERENCE: Task Order 01  
Submittal (attached)  

TASK ORDER NAME: AACMD/ARTA - Cost Verification  

METRO DISTRICT PROJECT ENGINEER: Todd Johnson  

BASIS OF COMPENSATION: Time and Materials  

SCHEDULE: As Directed by the AACMD Program Manager  

AGREEMENT PRICE RECONCILIATION:  

Previously Approved Change Orders/Amendments/Task Orders $ -0-  

Task Order Price – Task Order No. 01 $ 35,000.00  

Total of Agreement Prices including this Task Order $ 35,000.00  

AGREEMENT TERMS AND CONDITIONS  

All other terms and conditions of the Agreement remain unchanged and in full force and effect.  

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.  

APPROVALS REQUIRED:  

To be effective, this Task Order must be approved according to the Agreement.  

Recommended by  

Approved by  

The undersigned agrees to the above terms and conditions:  

Timothy A. MeCarthy  
Schedio Group LLC  

Date December 11, 2018  

Date 12-19-18  

Date 3/27/19  

Authorized Agent  

Manager  

Title
2019 CHARGE RATES SCHEDULE

Hourly Rates
Managing Principle $ 180.00
Professional Engineer $ 150.00
Staff Engineer $ 120.00
Administrative $  95.00
Expert Witness $ 275.00 (Preparation)
                  $ 350.00 (Deposition and Testimony)

Reimbursable Expenses
Reimbursable Expenses may include but are not limited to:
- Mileage @ $ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%
SCOPE

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the review and verification, to a degree deemed appropriate by Schedio Group, of soft and indirect costs incurred to date associated with the design of Public Improvements. Schedio Group will prepare a professional Engineer's Report and Verification Letter which will include, as a minimum, the following sections:

- Title Page
- Table of Contents
- Summary of Findings
- Methodology and Findings
  - Verification of Quantities
  - Verification of Costs
  - Verification of Payments
  - Verification of Construction
- Special Circumstances
- Documents Reviewed
- Maps (colored maps designed help the District more easily interpret various aspects of the cost verification process)
- Engineer's Verification Letter

Deliverables:

1 Draft Engineer's Report and Verification Letter for Review and Comments
1 Final Engineer's Report and Verification Letter
(signed and sealed by Professional Engineer # 0044349)

TASK 2 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED MONTHLY ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the monthly review and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs incurred monthly associated with the design and construction of Public Improvements.

Deliverables:

1 Draft Update to Engineer's Report and Verification Letter for Review and Comments
1 Final Update to Engineer's Report and Verification Letter
(signed and sealed by Professional Engineer # 0044349)

TASK 3 - ON CALL SERVICES

On Call Services will be performed as directed by the District.