



AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS

Date: Wednesday, September 6, 2023

Time: 1 p.m.

Place: **REMOTE VIDEO CONFERENCE**

Please click the link below to join the webinar.

<https://us06web.zoom.us/j/84631188703?pwd=c0huS211NC9FRHdaYkVmcnVKbG13QT09>

Meeting ID: 846 3118 8703

Passcode: 019486

Dial in: 1 (720) 707-2699

1. Call to Order
2. Consent Agenda Items
 - 2(a) Approval of Minutes for August 2, 2023 Board Meeting (enclosure)
3. Public Comments (Limited to 3 Minutes Per Person)
4. Consider Approval of On-call Engineering Services Task Order Contract with Stantec Consulting Services, Inc. (enclosure)
 - 4(a) Approval of Task Order No. 1 (enclosure)
 - 4(b) Approval of Task Order No. 2 (enclosure)
5. **ADJOURN INTO EXECUTIVE SESSION IF DESIRED BY THE BOARD** Pursuant to §24-6-402(4)(e), C.R.S., to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S., to consult attorney on specific legal questions, and pursuant to §24-6-402(4)(a), C.R.S., for the purposes of discussing the purchase, sale, acquisition, lease, transfer or sale of real, personal or other property related to the Redtail Ridge Off-site Improvements
6. Other Business
7. Next Regular Meeting Date – Monday, October 23rd, 2023 at 3:30 p.m.
8. Adjourn Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY Held at 12:00 PM on AUGUST 2, 2023 via online meeting at:

Join Zoom Meeting

<https://us06web.zoom.us/j/84886638325?pwd=NXVLWDV6TUhBZ1JLclphZllFTGhnZz09>

and via telephone conference at Dial In: + 1 720 707 2699, Meeting ID: 848 8663 8325;

Passcode: 986546

ATTENDANCE

The special meeting of the Board of Directors (the “Board”) of the Northwest Parkway Public Highway Authority (the “Authority”) was called and held via ZOOM virtual meeting as shown, in accordance with Colorado law. The following Directors were present:

Austin Ward, Chair and Secretary of the Board
(Councilmember, *City and County of Broomfield*)
Stephanie Walton, Vice Chair and Treasurer of the Board
(Councilmember, *City of Lafayette*)

Also present was:

Joel Meggers, President, Community Resources Services of Colorado

Kayla Blair, Assistant Manager, Community Resources Services of Colorado

Pedro Costa, Executive Director, Northwest Parkway, LLC

Brenda Shuler, Engineering and Maintenance Manager, Northwest Parkway, LLC

Nancy Rodgers, Counsel for the City and County of Broomfield

Alicia Corley, Icenogle, Seaver Pogue, P.C

Tamara Seaver, Icenogle, Seaver Pogue, P.C

Russ Dykstra, General Counsel for the Northwest Parkway, LLC

Marc Painter, Holland & Hart LLP

Jay Hardy, Brue Baukol

Michelle Brokaw, Fleisher Smyth Brokaw LLC

Rob Zuccaro, City of Louisville

Mark Hamilton, Holland & Hart, LLP

Evan Pesonen, Sterling Bay

Ryan Amos, Sterling Bay

Alec Shimell

Tim Stalker, member of the public

Sherry Sommer, member of the public

Dan Enderson

Bryce Hammerton, Traffic Engineer for City and County of Broomfield

Victoria Edington, Stantec

RECORD OF PROCEEDINGS

Aaron Egbert, Stantec
Nick Cioffredi, Stantec
Ryan Nataluk, Stantec
Matt Alexander, Stantec
Arjun Garcha
Don Guerra, Land Asset Strategies, LLC
Alec Shimmel
Ashley Kang
Cameron Fowlkes, City Engineer, City of Louisville
Summer Wahrman
Cathern Smith
Scott Kilgore, Fox Tuttle
Issac Sendros, Advent Heath
Ken Finch, Avista Adventist Hospital
Cyndi Badell, member of the public

CALL TO ORDER

Noting the presence of a quorum, Chair Ward called the meeting to order at 12:18 p.m.

Ms. Seaver reiterated for all present the limited purpose of the Authority, as well as its lack of land use authority.

CONSENT AGENDA

Approval of Minutes for April 24, 2023, Board Meeting: After discussion, upon motion by Vice Chair Walton seconded by Chair Ward, a vote was taken, and the motion carried unanimously approving the April 24, 2023, Board meeting minutes.

PUBLIC COMMENT

Sherry Sommer, Tim Stalker, and Cathern Smith addressed the Board related to Redtail Ridge and provided their opinions about the development's impact on traffic in the area and to the U.S. 36 interchange.

Marc Painter, counsel to the Redtail Ridge developer, provided his opinion regarding the level of service failures regardless of the Redtail Ridge development.

Cyndi Badell informed the Board that she will stop using the parkway if it gets busier because of the Redtail Ridge project.

RECORD OF PROCEEDINGS

TRAFFIC STUDY IMPACT STUDY REPORT Mr. Alexander gave an overview of this item to the Board. He explained that Stantec's study did not evaluate potential impacts to toll revenue, negative impacts to future widening of Northwest Parkway and related matters. Mr. Alexander introduced Ms. Edington to review the study. Ms. Edington then presented the study to the Board and explained the different areas. She explained the right in and right out requested by the hospital. She went into detail on the intersections analyzed and anticipated levels of services. She also reviewed the safety analysis and associated recommendations.

EXECUTIVE SESSION Upon motion of Vice Chair Walton and second by Chair Ward, the Board voted unanimously to retire into executive session pursuant to §24-6-402(4)(e), C.R.S., to receive legal advice, develop negotiating positions, strategy, or instruct negotiators, pursuant to §24-6-402(4)(b), C.R.S., to consult attorney on specific legal questions, and pursuant to §24-6-402(4)(a), C.R.S., for the purposes of discussing the purchase, sale, acquisition, lease, transfer or sale of real, personal or other property related to the Redtail Ridge Off-site Improvements. The executive session started at 1:14p.m. and concluded at 2:05 p.m.

OTHER BUSINESS Vice Chair Walton requested that the staff provide an overview presentation that was previously tabled be added to the agenda for the next regular Board meeting in October.

ADJOURNMENT Upon a motion made, seconded and upon vote, unanimously carried, the meeting was adjourned at approximately 2:10 p.m.

Respectfully submitted,

Secretary for the Meeting

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

ON-CALL ENGINEERING SERVICES TASK ORDER CONTRACT

This ON-CALL ENGINEERING SERVICES TASK ORDER CONTRACT (the “Contract”) for on-call engineering services is entered into effective as of September █, 2023 (the “Effective Date”) by and between the **Northwest Parkway Public Highway Authority**, a body corporate and political subdivision of the State of Colorado (the “Authority”), and **Stantec Consulting Services Inc.**, a New York corporation (the “Consultant”).

In consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. CONTRACT DOCUMENTS. This Contract shall incorporate and include all of the following documents (if and as indicated), with such documents to be referred to herein as the “Contract Documents”. The Contract Documents are incorporated herein by this reference as if they are fully set forth in this Contract. In the event of a conflict between or among Contract Documents or between the Contract Documents and this Contract, the documents shall prevail in the order of their listing, in all such instances of a conflict, the terms of this Contract shall prevail over any other Contract Document.

A. Contract signed by the Authority and the Consultant and any amendments signed by the Authority, and the exhibits listed below and incorporated herein by reference:

- | | | | | | | |
|----|-----------|-------------------------------------|-----|-------------------------------------|----|--------------------------|
| 1. | Exhibit A | Scope of Work
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2. | Exhibit B | Method of Compensation
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 3. | Exhibit C | Insurance
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 4. | Exhibit D | Rate Schedule
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 5. | Exhibit E | Task Order Forms
Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

B. Any other specifications which are referenced in the Contract Documents, above.

2. **SCOPE OF WORK.** The Consultant shall provide the services, including any and all necessary documentation, materials, and equipment, as described in **Exhibit A** (collectively, the “Work”). The Consultant shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies, and equipment necessary to perform the Work as required by this Contract and in accordance with the Contract Documents.

3. **COMPENSATION.** The Authority shall compensate the Consultant for the Work, subject to the Authority’s annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents and in accordance with the applicable Task Order, based upon unit prices set forth in **Exhibit D** or by one of the other methods of compensation set forth in **Exhibit B** (Specific Rate of Pay Method, Cost plus Fixed Fee Method, or Lump Sum Method), if applicable, as specified by the Authority (the “Compensation”). The Compensation includes all of the Consultant’s profit, costs (direct and indirect), overhead, and reimbursable expenses which the Consultant may incur in performing the Work. The Consultant is not entitled to any compensation, beyond the Compensation, for performing the Work.

A. **Progress Payments.** The Consultant shall submit monthly invoices to the Authority for progress payments for portions of the Work satisfactorily performed during each preceding month during the term of the Contract. The Authority’s approval of invoices shall be a condition of payment. The Authority shall pay approved invoices, or parts thereof, within thirty (30) days after submittal. All invoices shall be addressed to the Authority as follows: “Northwest Parkway Public Highway Authority, c/o Community Resource Services of Colorado, LLC, 7995 East Prentice Avenue, Suite 103E, Greenwood Village, CO 80111” or sent via electronic mail to jmeggers@crsofcolorado.com with the Contract Name in the subject line.

B. **Requirements for Payment.**

1. *Invoices.* The Consultant’s invoices shall be in a format acceptable to the Authority, shall be supported by cost information in such detail as may be required by the Authority, and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

2. *Invoice Documentation.* If and to the extent requested by the Authority, the Consultant shall submit with each invoice a progress report describing the Work performed, results achieved, and the status of deliverables and a certification that the Consultant is current in payment of all employees, subcontractors, and vendors and, if not current, a description of the non-current items and reasons for such.

C. **Unsatisfactory Invoices or Work.** The Authority may return to the Consultant for revision unsatisfactory invoices and may withhold payment thereof. The Authority may withhold payment for Work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of the Contract.

D. Right of Set-off. Without prejudice to any other right or remedy it may have, the Authority reserves the right to set off at any time any amount owing to it by the Consultant against any amount payable by the Authority to the Consultant under this Contract.

E. Compensation Calculation. Each Task Order Price (as defined herein) shall be determined using the unit prices set forth in Exhibit D or one of the other methods of compensation set forth in Exhibit B (Specific Rate of Pay Method, Cost plus Fixed Fee Method, or Lump Sum Method), if applicable. In each Request for Task Order Submittal, the Authority shall specify the method of compensation the Consultant shall use to calculate the Proposed Task Order Price in the relevant Task Order Submittal. However, the parties may agree in writing to use a method of compensation other than the one specified by the Authority in the Request for Task Order Submittal. The Task Order Price for each Task Order shall be finally determined according to Section 6(D) and (E).

4. TERM OF CONTRACT/START AND COMPLETION OF WORK. The Consultant shall commence the Work when the Authority gives the Consultant notice to proceed for each applicable Task Order. The Consultant shall complete all Work as directed in each applicable Task Order. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2023. Thereafter, the Contract shall automatically renew each year on January 1st for additional 1 year terms, for a maximum of five (5) periods of automatic renewal, provided that the renewal shall be subject to the District's annual budget and appropriation for the anticipated Work for the ensuing year. Additionally, this Agreement may be terminated by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 8.

5. CONSULTANT'S REPRESENTATIONS AND WARRANTIES. In order to induce the Authority to enter into this Contract, the Consultant hereby makes the following representations and warranties to the Authority:

A. Inspections/Work. The Consultant has familiarized itself with the nature and extent of the Contract Documents and the proposed Work. To the extent the Consultant deems necessary and to the extent included in the applicable Task Order, the Consultant has inspected sites or locations (if any) whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work, including, if applicable, as they relate to known or reasonably discoverable physical or site conditions and accepts them for such performance.

B. Compliance with the Law. The Consultant will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court ruling and orders of all governmental authorities applicable to services performed by the Consultant under this Contract, including but not limited to employee safety. The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract, and all such costs are included within the Compensation amount unless otherwise expressly stated in Exhibit D.

C. Professional Standards. The Consultant will perform all Work in accordance with generally accepted standards of care, skill, diligence, and professional competence applicable to consultants engaged in the Denver metropolitan area in providing similar services at the time and place services are rendered.

D. Performance During Term. The Consultant will begin providing the Work on the first day of the Term of this Contract unless otherwise directed by the Authority and will thereafter continually and diligently perform the Work throughout the Term of this Contract.

E. Personnel. The Consultant represents that the Consultant and its personnel have all licenses required by applicable law to perform the Work required by this Contract and will, at Consultant's expense, maintain such licenses throughout the term of this Contract.

F. Compensation. The Consultant shall perform and complete the Work for the Compensation as provided in Section 3 of this Contract.

G. Authorized Execution. The execution, delivery, and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained.

H. Enforcement. This Contract constitutes the legal, valid, and binding obligation of the Consultant and is enforceable in accordance with its terms.

I. Good Standing. The Consultant is validly organized and exists in good standing under the laws of the State of New York and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business, and in good standing in the State of Colorado.

6. TASK ORDER PROCEDURES.

A. General. The Work is divided into discrete "Tasks." The Consultant shall proceed with Work under this Contract only upon receipt from the Authority of a written order to perform the Work specified therein, which is issued pursuant to this Section (each referred to as a "Task Order"). Each Task Order shall be performed within the Task Order Price determined in accordance with this Section.

B. Request for Task Order Submittal. When the Authority determines it requires the performance of any Task(s) by the Consultant, it shall notify the Consultant by issuing a written "Request for Task Order Submittal," setting forth the milestones for key elements of the Task(s), providing any additional detail needed to further describe the Task(s), and establishing the deliverables to be produced by the Consultant for the Task(s).

C. Consultant's Response. Within seven (7) working days of receipt of the Authority's Request for Task Order Submittal, the Consultant shall respond by providing the following documents (collectively the "Task Order Submittal") to the Authority for approval:

1. names, pay classifications, and resumes (if not previously provided) of proposed personnel providing the Work included in the Task Order Submittal;
2. a schedule in sufficient detail to properly depict the Task(s);
3. Task Order scope of services;
4. a work plan that adequately describes the discrete portions of the Task(s);
5. a proposed Task Order Price which contains an itemized breakdown of the costs, based upon unit prices set forth in Exhibit D or one of the other methods of compensation set forth in Exhibit B, if applicable, as described in Section 3 and the Request for Task Order Submittal, including all necessary staffing, man-hours, and direct costs corresponding to discrete portions of the Task; and
6. Any additional information required in the Request for Task Order Submittal.

D. Negotiation regarding Task Order. The Authority will review the Task Order Submittal and the parties may negotiate the terms thereof. If the Authority and the Consultant cannot agree on the Task Order Submittal, the Authority may, in addition to performing the Task itself or engaging a third party to perform the Task, (1) reject the Task Order Submittal, or (2) direct the Consultant to proceed on a Specific Rate of Pay Method basis, if applicable.

E. Issuance of Task Order. If the Authority approves the Consultant's Task Order Submittal for the identified Task(s) or the parties successfully negotiate the Task Order Submittal, the Authority may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order Submittal and for a price which shall not exceed the price provided in the Task Order (the "Task Order Price"). The Consultant agrees it shall not be compensated for any amounts in excess of the Task Order Price, unless such amounts have been authorized by the Authority by a written Task Order amendment issued prior to the performance of the Work which would be in excess of the Task Order Price. The Consultant shall not initiate any Task(s) prior to the receipt of a Task Order.

F. Suspension of Task(s). The Authority may, at any time and for any reason, order the Consultant, in writing, to suspend all or any part of the Work required to perform any or all Tasks for the period of time the Authority determines appropriate. In the event of such a suspension, the Consultant shall take all steps necessary to reduce the costs incidental to the suspension.

7. INDEMNIFICATION.

A. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Consultant shall indemnify, defend, and hold harmless the Authority and each of the governmental entities that is now or may in the future become a party to the Authority's Establishing Contract, and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses of any nature (including, but not limited to, reasonable attorneys' fees, investigative and repair costs, expert and consultant fees, litigation costs and other expenses incurred in the defense, and insurance deductibles), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they are determined to be caused by the intentional or negligent acts or omissions of the Consultant or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Consultant/Related Parties") as provided in Section 6(D) below, in connection with this Contract (or a breach thereof) and/or the Consultant's Work hereunder whether arising before or after completion of performance of the Work, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the Authority or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Consultant shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the Authority, its directors, employees, agents, and consultants.

B. The obligations of the indemnifications extended by the Consultant to the Authority under this Section shall survive termination or expiration of this Contract.

C. The Consultant will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The Authority may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Consultant. The Consultant's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Consultant to defend in litigation, indemnify, or insure the Authority against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority.

D. To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Consultant and the Authority hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Consultant/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

E. Any insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Consultant under the terms of this Section. The Consultant shall obtain, at the Consultant's own expense, additional insurance, if any, required to satisfy the terms of this Section.

8. TERMINATION.

A. Types of Termination.

1. *Events of Default and Termination for Cause.* The Consultant shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the Authority or its property.
- d. Dishonesty, embezzlement, or false reporting of any material financial information, including, but not limited to, invoices.
- e. Insolvency, bankruptcy, or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Consultant to assign its performance of this Contract without the consent required by Section 12.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the Authority.

In addition to any other rights provided herein, upon an Event of Default, the Authority shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Work, in whole or in part, by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

2. *Termination for Convenience.* In addition to any other rights provided herein, the Authority shall have the right in its sole discretion to terminate, upon thirty (30) days' advance notice, for convenience, this Contract and further performance of the Work, in whole or in part, by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

B. Any Other Remedies Allowed by Law. The Authority shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

C. Payment and Liabilities Upon Termination.

1. *Termination for Cause.* If an Event of Default has occurred, the Consultant shall be liable to the Authority for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the Authority or any party acting on the Authority's behalf in completing the Work or having the Work completed (excluding changes in the Work by the Authority following such Event of Default). The Authority shall determine the total cost of the Work satisfactorily performed by the Consultant prior to the effective date of termination for cause. All reasonable damages, losses, costs, and charges incurred by the Authority, including attorney's fees and costs, relating to obtaining and mobilizing another consultant, of completing the Work, and of retaining another consultant's acceptance of full responsibility for all obligations of the Consultant under this Contract shall be deducted from any monies due or which may become due to the Consultant. The Authority shall determine the total amount due and shall notify the Consultant in writing of the amount the Consultant owes the Authority or the amount the Authority owes the Consultant.

2. *Termination for Convenience.* After termination for convenience, the Consultant shall submit a final termination settlement invoice to the Authority in a form and with a certification prescribed by the Authority. The Consultant shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Authority upon written request of the Consultant within such thirty-day period. If the Consultant fails to submit the invoice within the time allowed, the Authority's payment obligations under this Contract shall be deemed satisfied and no further payment by the Authority to the Consultant shall be made.

D. Consultant's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the Authority, the Consultant shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination.
2. Take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the Work and property related to this Contract that is in the possession of the Consultant and in which the Authority has or may acquire an interest.
3. Transfer title and deliver to the Authority, as specified in the termination notice, such items which, if the Work had been completed, would have been furnished to the Authority.

4. Settle all outstanding liabilities and all claims arising out of commitments for procurement of materials, supplies, equipment, and the like for the Work and commitments to subcontractors and vendors.

5. Make any and all cost records available to the Authority at its request.

Termination of the Contract or any portion thereof shall not relieve the Consultant of its responsibilities under the Contract for the portion of the Work completed.

9. WORK PRODUCT. All work product of the Consultant prepared pursuant to this Contract, including, but not limited to, all software, research, studies, data, photographs, negatives, models, maps, plans, drawings, surveys, materials, specifications, reports, electronic files, and other finished or unfinished documents, in whatever form, shall remain the property of the Authority under all circumstances, whether or not the Work is completed. When requested, all work product shall be delivered to the Authority in a format compatible to the Authority's computer applications. All work product shall be provided to the Authority at the time of completion of any of the discrete tasks specified in the Work or at the time of termination of this Contract, whichever event first occurs, and shall be provided to the Authority's successor, or to any subsequent owners of the Work, only with the Authority's express permission. The Consultant shall maintain copies on file of any such work product involved in the Work for five (5) years, shall make them available for the Authority's use, and shall provide such copies to the Authority, upon request, at commercial printing or reproduction rates. At any time within the five (5) years during which the Consultant must retain copies of all work product involved in the Work, the Authority may obtain copies of the Consultant's work product by paying printing or reproduction costs as set forth above.

10. ACCESS TO RECORDS. The Consultant (and any subcontractor) shall make, keep, maintain, and permit the Authority and its designated representatives, during normal business hours, to access a complete file of all books, records, documents, communications, notes accounts, and other material pertaining to the Work for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal, state, or local law or regulation or with the terms of the Contract, or to evaluate performance under the Contract. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law. If requested by the Authority, the Consultant shall provide, at no additional cost to the Authority, a complete statement of the origin, composition, and materials used in the completion of the Work.

11. CONSULTANT'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Consultant acknowledges and agrees that all documents in the Authority's possession, including documents submitted by the Consultant, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Consultant acknowledges that the Authority shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Consultant shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open

Records Act. The Consultant is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Consultant.

B. Confidential or Proprietary Materials. If the Consultant deems any document(s) which it submits to the Authority to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the Authority together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the Authority; however, the Authority will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Consultant to the Authority, the Authority's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

12. ASSIGNMENT. Neither the Authority nor the Consultant may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party. Any change in control of Consultant resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment or transfer for purposes of this Contract that requires the Authority's prior written consent.

13. SUBCONTRACTORS. To the extent that the Consultant engages subcontractors to perform, or otherwise provide support to assist the Consultant to perform, any portion of the Work performed under this Contract then: (a) the Consultant shall remain responsible for the services, tasks, functions, and responsibilities performed by such subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by the Consultant and, for purposes of this Contract, such Work shall be deemed Work performed by the Consultant; (b) the Consultant shall maintain a current and accurate list of all subcontractors and shall provide such list to the Authority upon the Authority's request; (c) the Consultant shall not share or disclose, or engage a subcontractor to collect, access, store, process, transmit, receive, or otherwise possess any confidential information, unless and until such subcontractor has agreed in writing to protect such confidential information in a manner equivalent to that required of the Consultant under this Contract, and then only on a need-to-know basis; (d) the Consultant shall cause such subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions, and responsibilities performed by such subcontractors that are applicable to the Consultant under this Contract; and (e) the Consultant shall obtain from each subcontractor such evidence, information, and documentation as is reasonably necessary to demonstrate and confirm the subcontractor's compliance with this Contract, and shall provide such evidence, information, and documentation to the Authority upon request.

14. CONFLICTS OF INTEREST. The Consultant shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Consultant's obligations under this Contract. The Consultant

acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the Authority's interests. Absent the Authority's written approval, the Consultant shall refrain from any practices, activities, or relationships that are in conflict or reasonably appear to be in conflict with the full performance of the Consultant's obligations under this Contract.

15. MISCELLANEOUS PROVISIONS.

A. Independent Contractor. The Consultant is an independent contractor, and nothing herein contained shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the Authority. The Authority is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONSULTANT ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONSULTANT, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

B. Time is of the Essence. The performance of the Work of the Consultant shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Equal Opportunity Employment. It is the policy of the Authority to provide equal opportunity through employment, promotion, and other contracting opportunities, without regard to race, color, religion, sex, or national origin. The Consultant shall abide by this policy.

D. Payment of Tolls. The Consultant understands and agrees that the Consultant, its subcontractors, vendors, and employees shall pay all tolls incurred by them during the term of this Contract.

E. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Contract and states that it serves as notice pursuant to this Contract, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or

(d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”).

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a “delivery receipt” or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

The Authority:

Northwest Parkway Public Highway Authority
Community Resource Services of Colorado, LLC
7995 East Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Joel Meggers
Email: jmeggers@crsofcolorado.com

The Consultant:

Stantec Consulting Services Inc.
410 17th Street, Suite 1400
Broomfield, CO 80021
Attn: Dave Krauth
Email: Dave.Krauth@stantec.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

F. Choice of Law. This Contract, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Contract, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

G. Venue and Jurisdiction. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract and all contemplated transactions, in any forum other than the Seventeenth Judicial District of Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Contract.

H. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

I. Governmental Immunity. Nothing in this Contract or in any actions taken by the Authority pursuant to this Contract shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

J. Publicity. The Consultant shall not issue any press releases or make any public statement(s) (including without limitation in the form of news releases, advertising or solicitation materials, or blog or social media postings) relating to this Contract or otherwise use the Authority's trademarks, service marks, trade names, logos domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the Authority.

K. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the provisions of this Contract that require continued performance, compliance, or effect after the termination hereof shall survive such termination and shall be enforceable by the Authority if the Consultant fails to perform or comply as required.

L. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

M. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

N. Severability. If any term or provision of this Contract is determined by the Seventeenth Judicial District of Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Contract, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any term or provision of this Contract which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by the Seventeenth Judicial District of Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

O. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Task Orders refer to the Sections of this Contract and Task Orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended,

supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

P. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Q. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the Authority. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

R. Contract Modification. The Contract Documents may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

S. Waiver of Consequential Damages. Except for the Consultant's defense and indemnification obligations as set forth in Section 7 above, the Authority and Consultant's liability with respect to any claims arising out of this Agreement shall be limited to direct damages arising out of the Work and neither party shall be liable for any consequential loss, injury or damage including but not limited to, claims for loss of use, loss of profits and loss of unrealized energy savings, diminution in property value, or loss of reimbursement or credits from other agencies.

T. Construction Means, Methods, Safety. Consultant is providing professional services and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs in connection with the construction work performed by construction contractors.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

NORTHWEST PARKWAY PUBLIC HIGHWAY
AUTHORITY

By: _____
Its: _____

STANTEC CONSULTING SERVICES INC.

By: _____
Its: _____

Exhibit A

SCOPE OF WORK

To complete such engineering services determined to be necessary by the Authority and requested and approved through Task Order Procedures.

Exhibit B

METHOD OF COMPENSATION

The Consultant's Task Order Submittal shall calculate a proposed Task Order Price according to Sections 3 and 6 of the Contract. When compensation for the Work is not being paid based on unit prices set forth in Exhibit D, the Consultant shall submit invoices for Work performed for any Task(s) in accordance with this Exhibit and Section 3 of the Contract.

1. SPECIFIC RATE OF PAY METHOD.

A. Labor Compensation. The "Labor Compensation" shall be the total of "Direct Labor Costs" plus "Indirect Labor Costs", plus the "Labor Fee Rate" (all as defined below). No overtime premiums will be charged to the Task Order without prior written approval from the Authority.

1. *Direct Labor Cost.* The Direct Labor Cost shall be limited to the actual amount of salaries and/or wages paid to the Consultant's employees for the time spent in the performance of the Work under Task Orders under this Contract. Signed timesheets maintained in accordance with the Consultant's internal quality control policies shall be an acceptable basis for determining time spent in the performance of Work. Actual salary rates and hours billed to a Task Order are subject to the Authority's audit.

2. *Indirect Labor Cost Rate.* The Indirect Labor Cost shall be the Consultant's cost of compensated personal absence, payroll taxes and insurance, group insurance, employee stock ownership, funded pension costs, and other items as allowed by Colorado Department of Transportation (CDOT) Methods and Federal Acquisition Regulations, and will be calculated from the Indirect Labor Cost Rate which will be expressed as a percentage of Direct Labor Cost.

The Indirect Labor Cost Rate is subject to change during the term of the Contract. The Consultant shall submit a "Statement of Overhead Rates" (the "Statement") on an annual basis. The Statement submitted shall be prepared in accordance with CDOT methods. The Consultant shall provide any audits or reviews of the Statement performed by or for CDOT for any project. The Authority may terminate the Contract if the Indirect Labor Cost Rate requested by the Consultant is substantially higher than other firms engaged in similar services in the Denver area and the Authority and the Consultant are unable to agree on an alternate Indirect Labor Cost Rate. The Statement shall be acceptable to the Authority and the new Indirect Labor Costs Rate shall not apply to any Task Orders issued prior to the acceptance of the new Indirect Labor Cost Rate. The initial Indirect Labor Cost Rates for the Contract are provided below and the Contract prorated percentages are shown in parenthesis:

For Work provided the Consultants shall use the Base Indirect Labor Cost Rate of:

_____ : _____%

3. *Labor Fee Rate (Profit).* For the Specific Rate of Pay Method a Labor Fee Rate shall be multiplied by the total of the Direct Labor Cost and Indirect Labor Costs, on each invoice submitted.

The Labor Fee Rate shall be as follows for Work provided.

Cumulative Task Order Value

\$0 to \$1,000,000	_____:	_____%
\$1,000,000 to \$2,000,000	_____:	_____%
Greater than \$2,000,000	_____:	_____%

4. *Calculation of Labor portion of the Proposed Task Order Price or Invoice.* The Consultant shall calculate its Labor Costs in its Task Order Submittal, and all invoices as follows:

The Consultant shall provide a summary showing the individual employee’s name, classification, hourly rate, and total individual hours for the Task (or subtask, if applicable). Hours shall be estimated for the proposed Task Order Price and actual hours spent shall be used for an invoice. The Consultant shall include any anticipated increase in actual pay rates anticipated during the initial term of the Task Order in the proposed Task Order Price. The Consultant shall provide the summation of individual hours multiplied by the individual actual pay rates for the total Direct Labor Cost. This summation shall be multiplied by the appropriate Indirect Labor Cost Rate to determine the “Base Labor Cost.” The Base Labor Cost shall be multiplied by the Labor Fee Rate using the following example:

$$\text{Total Direct Labor Costs} + (\text{Total Direct Labor Costs} \times \text{Indirect Labor Cost Rate}) = \text{Base Labor Cost}$$

$$\text{Base Labor Cost} \times (1 + (\text{Labor Fee Rate})) = \text{Total Labor Compensation}$$

B. Direct Costs. Only those direct costs described below in this Section B will be considered for reimbursement by the Authority (the “Direct Costs”), other direct costs associated with the performance of a Task Order will not be reimbursed. All Direct Costs will be reimbursed “at cost.” Direct Cost items and amounts in the approved Task Order shall not be exceeded without written approval from the Authority. All Direct Costs must be actually incurred by the Consultant in the performance of the Work and be verified by acceptable documentation in order for any such expenditure to be eligible for reimbursement.

1. *Vehicle Mileage.* The mileage incurred by the Consultant or subcontractors and approved by the Authority, in traveling required to perform the Work. The Consultant shall not be reimbursed for mileage that occurs in traveling from an employee’s residence or from the Consultant’s place of business to the Authority-provided facilities occupied for

more than seven (7) days by the Consultant. Mileage will be reimbursed at the then-current Internal Revenue Service (IRS) established rate.

2. *Permits, Licenses, Taxes, and Fees.* Any costs incurred by the Consultant for obtaining or paying any permit, license, tax, and fee that the Consultant incurs on behalf of the Authority. The Consultant will not be reimbursed for any tax that is paid which could have been avoided by the use of the Authority tax exempt status.

3. *Direct Cost Fee Rate.* No Direct Cost markup is allowed.

4. *Calculation of Direct Cost portion of the Task Order Price or Invoice.* Calculation of the Direct Cost portion for the Task Order Price or invoice shall be calculated as follows:

The Consultant shall provide a summary of Direct Costs incurred including documentation. Cost shall be estimated for the proposed Task Order Price and actual for an invoice. The Consultant shall include in the proposed Task Order Price any and all anticipated Direct Costs.

C. Subcontractor/Vendor Cost. The subcontractor cost shall be submitted using one of the Compensation Methods presented in this Exhibit. Subcontractor/vendor costs shall be submitted in the same format that is required of the Consultant. The Consultant and the Authority shall agree on the method used.

1. *Subcontractor/Vendor Fee Rate.* No subcontractor/vendor markup is allowed.

2. *Calculation of Subcontractor/Vendor Compensation portion of the Task Price or Invoice.* Calculation of the subcontractor/vendor compensation portion of the Task Order Price or invoice shall be as follows:

The Consultant shall provide a summary showing subcontractor/vendor costs incurred and provide the necessary documentation according to the compensation method agreed to by the parties. The Consultant shall include in the proposed Task Order Price proposal all anticipated subcontractor/vendor costs.

2. COST PLUS FIXED FEE METHOD.

The Cost Plus Fixed Fee Method will be calculated the same as the Specific Rate of Pay Method with the exception of the Fee Rates. The Authority shall pay the Consultant a Fixed Fee, in lieu of all other Fee Rates or Fees. The Fixed Fee will be negotiated at the time of issuance of a Task Order and shall remain fixed for that Task Order. The Fixed Fee will not exceed the amounts of the Fees calculated for the Task Order Price estimated by the Specific Rate of Pay formulas. The Consultant shall include the prorated amount of the fixed fee in each invoice based on the percent of the Task Order accomplished during the billing period.

3. LUMP SUM METHOD.

The Lump Sum Method shall be an agreed to Task Order Price for a specific Task Order. Each invoice period the Consultant and the Authority shall agree on the percent complete of the Task Order and the Consultant shall invoice for the Task Order Price based on the percent of the Task Order completed since the last invoice. There will be no Change Orders issued for an increase or decrease in the Task Order Price without a corresponding change in the scope of services for the Task Order.

Exhibit C

INSURANCE

A. General Requirements. The Consultant shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the Authority, its directors, employees, agents, consultants and the Consultant from claims that arise out of or result from the operations under this Contract by the Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the Authority. The Authority and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection C. The Consultant shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the Authority sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Consultant shall immediately upon receipt provide the Authority a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

B. Minimum Insurance Coverages.

i. Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

ii. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Consultants' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

iii. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each

accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

iv. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractors in the performance of the Work.

v. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Four Million Dollars (\$4,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

vi. All coverages specified herein shall waive any right of subrogation against the Authority and its directors, officers and employees.

C. Additional Insured Parties. The Authority and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

D. Certificates of Insurance. Prior to commencing any Work under the Contract, the Consultant shall provide the Authority with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Consultant subcontracts any portion(s) of the Work, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the Authority and the Consultant and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Consultant and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

i. The Consultant's insurance coverage shall be primary insurance with respect to the Authority and its directors, officers and employees. Any insurance maintained by the Authority or its directors, officers and employees shall be in excess of the Consultant's insurance and shall not contribute to it.

ii. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

F. Compliance with Reporting Provisions. The Consultant shall comply with reporting

provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the Authority (and its directors, officers and employees).

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Consultant the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Consultant's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Consultant shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the Authority requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Consultant shall obtain such insurance, if available, in a form and for a cost approved by the Authority, and the cost thereof shall be charged to the Authority.

J. Subcontractors. If the Consultant subcontracts any portion(s) of the Work, the Consultant shall require that each subcontractor retained by the Consultant acquire and maintain insurance coverage as set forth in this Section 6. The Consultant shall require each subcontractor to provide to the Consultant insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Exhibit. The Consultant shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Consultant shall, upon Authority request, submit them to the Authority for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

Exhibit D
RATE SCHEDULE

Exhibit F

TASK ORDER FORMS

REQUEST FOR TASK ORDER SUBMITTAL

E-470 PUBLIC HIGHWAY AUTHORITY

ON CALL ENGINEERING SERVICES
TASK ORDER CONTRACT

CONTRACT NO. _____

The Consultant is hereby requested to submit a written Task Order Submittal within seven (7) working days of receipt of this Request for Task Order Submittal for the performance of the following Task(s) and production of the following deliverables, within the milestones set forth below, if any:

Anticipated Task Start Date: _____
Anticipated Task Completion Date: _____
Method of Compensation: _____

The Consultant’s written Task Order Submittal shall provide the following information:

1. Names, pay classifications, and resumes (if not previously provided) of proposed personnel providing the Work included in the Task Order Submittal;
2. A schedule in sufficient detail to properly describe or depict the requested Task(s);
3. A proposed Task Order scope of services;
4. A work plan that adequately describes the discrete portions of the Task(s);
5. A Proposed Task Order Price which contains an itemized breakdown of the costs, based on the Method of Compensation set forth above, including all necessary staffing, man-hours, and direct costs corresponding to discrete portions of the Task; and
6. Any additional information required in this Request for Task Order Submittal.

This Request for Task Order Submittal is dated _____, 20__

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: _____
Its: _____

TASK ORDER NO. _____

TASK ORDER

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

ON CALL ENGINEERING SERVICES
TASK ORDER CONTRACT

This Task Order authorizes Stantec Consulting Services, Inc. (the “Consultant”) to initiate the Task(s) described herein pursuant to the above named Contract.

The Consultant is hereby authorized to undertake the following Task(s) and produce the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Task Order Start Date: _____
Task Order Completion Date: _____
Method of Compensation: _____
Task Order Price: _____

By the signature of their authorized representatives below, the Authority and the Consultant agree to the terms and conditions of this Task Order.

NORTHWEST PARKWAY PUBLIC HIGHWAY
AUTHORITY

By: _____
Its: _____

STANTEC CONSULTING SERVICES INC.

By: _____
Its: _____

TASK ORDER NO. 1

TASK ORDER

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

ON CALL ENGINEERING SERVICES
TASK ORDER CONTRACT

This Task Order authorizes Stantec Consulting Services, Inc. (the “Consultant”) to initiate the Task(s) described herein pursuant to the above-named Contract.

The Consultant is hereby authorized to undertake the following Task(s) and produce the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

General engineering services on an as-needed basis as requested by the Authority’s Manager and/or Legal Counsel

Task Order Start Date: September 6, 2023
Task Order Completion Date: Through the Contract term in accordance with Section 4 of the Contract
Method of Compensation: Time and Materials Based on the Rate Schedule set forth in Exhibit D to the Contract
Task Order Price: Annual not to exceed amount of \$10,000

By the signature of their authorized representatives below, the Authority and the Consultant agree to the terms and conditions of this Task Order.

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: _____
Its: _____

STANTEC CONSULTING SERVICES INC.

By: _____
Its: _____

TASK ORDER

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

ON CALL ENGINEERING SERVICES
TASK ORDER CONTRACT

This Task Order authorizes Stantec Consulting Services, Inc. (the “Consultant”) to initiate the Task(s) described herein pursuant to the above-named Contract.

The Consultant is hereby authorized to undertake the following Task(s) and produce the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

General engineering consulting services to assist and advise the Authority with the Redtail Ridge development

Task Order Start Date: September 6, 2023
Task Order Completion Date: December 31, 2024
Method of Compensation: Time and Materials Based on the Rate Schedule set forth in Exhibit D to the Contract
Task Order Price: Annual not to exceed amount of \$20,000

By the signature of their authorized representatives below, the Authority and the Consultant agree to the terms and conditions of this Task Order.

NORTHWEST PARKWAY PUBLIC HIGHWAY
AUTHORITY

By: _____
Its: _____

STANTEC CONSULTING SERVICES INC.

By: _____
Its: _____