**Purchase Order Number 16138**

**ADAMS COUNTY**

**PURCHASE ORDER**

Order Date: 08/30/18

Requested Date: 08/30/18

Cost Center: 1038

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<table>
<thead>
<tr>
<th>Vendor Address</th>
<th>Vendor and Shipping Information</th>
<th>Ship To Information</th>
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<tbody>
<tr>
<td>KIMLEY-HORN AND ASSOCIATES INC</td>
<td></td>
<td>ADAMS CTY BOARD OF COUNTY COMMISSIONERS</td>
</tr>
<tr>
<td>PO BOX 79384</td>
<td></td>
<td>4430 S ADAMS COUNTY PKWY, C5000A</td>
</tr>
<tr>
<td>CITY OF INDUSTRY CA 91716–9384</td>
<td></td>
<td>BRIGHTON CO 80601–8204</td>
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VENDOR NUMBER: 358103

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**PRICE, PRODUCTS AND SERVICES PROVIDED PER THE ATTACHED KIMLEY-HORN SCOPE OF SERVICES QUOTE DATED AUGUST 6, 2018.**

COUNTY CONTACT: DAVID RUPPEL, 720–523–7310

VENDOR CONTACT: BRIAN GULLIVER, 303–228–2306

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<table>
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<tr>
<th>Ln</th>
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<th>Description / Supplier Item</th>
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<td>32,000.00</td>
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**ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT. COLORADO TAX EXEMPT #98–03559**

**Invoice to:**
Adams County A/P
4430 S. Adams County Pkwy,
Suite C4000A
Brighton, CO 80601–8212
720–523–6050

**Inquiries to:**
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601–8212
720–523–6050

**FORRISTALL, ANNA F.**
ADAMS COUNTY AUTHORIZED SIGNATURE
ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County’s option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County’s tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County’s obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County’s fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor’s failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor’s subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor’s performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.
Kimley-Horn

August 6, 2017

David Ruppel
Airport Director
Front Range Airport
5200 Front Range Parkway
Watkins, CO 80137

Re: Scope of Services for Colorado Air and Space Port Visualization

Dear Mr. Ruppel:
Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this Scope of Services (the "Scope") to Front Range Airport ("the Client") for professional consulting services related to the development of a custom visualization for Colorado Air and Space Port.

**Project Understanding**
Kimley-Horn understands that the Client needs to prepare a custom visualization of Colorado Air and Space Port to be used for a variety of situations including, public awareness, press events, and general marketing. The visualization proposed will be based on the following assumptions:

1. Video length: 2-3 minutes
2. Video aspect ratio: Widescreen (16:9)
3. Video composition: Mix of live video, stock video, B-roll, and 3D rendering
4. Audio: Custom soundtrack with custom voice-over – Stereo Sound
5. Audience: Congressional delegation, general public, municipal leaders, corporate leaders

**Scope of Services**

**Task 1: Script and Storyboard**

**Task 1.1** – The Client will provide an initial draft script to the Consultant. The Client and Consultant will schedule a meeting to review the script and make iterative revisions.

**Task 1.2** – The Consultant will lead the Client through a storyboard development session to develop a preliminary outline of the video.

**Deliverables:**

1. Revised script
2. Draft storyboard
Task 2: Shot List and Video B-Roll

Task 2.1 – The Consultant will review B-roll provided by Client and develop a shot list of additional footage. The Consultant will conduct a site visit to shoot additional B-roll film for inclusion in the visualization.

Task 3. 3D Modeling and Rendering

Task 3.1 – As determined by the storyboard, the Consultant will create a 3D Model of FTG and other areas. The models will include built environments and Concept X launch vehicle.

Task 3.2 – As determined by the storyboard, the Consultant will develop custom animations to be utilized in the video production

Task 4. Video Production

Task 4.1 – The Consultant will prepare a “First Cut” of the visualization and share it with the client to review.

Task 4.2 – The Consultant will prepare a “Fine Cut” of the visualization and share it with the client to review.

Task 4.3 – The Consultant will prepare a “Final Cut” of the visualization and share it with the client to review.

Deliverables:
1. First Cut with Vimeo link
2. Fine Cut with Vimeo link
3. Final Cut with Vimeo link

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

The Client shall provide the following information requested by Kimley-Horn during the project, including but not limited to:

1) Existing 2D and 3D assets at FTG
2) Existing B-roll footage for FTG
3) Information related to the rebranding of Colorado Air and Space Port
Schedule
We will provide our services as expeditiously as practicable with the final cut being delivered by August 27th. Due to the expedited timeline, review comments should be provided to Consultant as soon as possible and no later than 24 hours after delivery of a draft cut of the video.

The following schedule is proposed:

- Review Draft Script: Wednesday, August 8, 2018
- Storyboard Coordination Meeting: Friday, August 10, 2018
- First Cut Video and Review Meeting: Friday, August 17, 2018
- Fine Cut Video: Wednesday, August 22, 2018
- Final Cut Video: Monday, August 27, 2018

Fees and Billing
Kimley-Horn will perform this scope of services for the total lump sum fee of $32,000 as shown below.

Kimley-Horn will keep the Client updated, via monthly invoices, on the expenses incurred and the possible need for additional expense budget. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you.

Very truly yours,
Kimley-Horn and Associates, Inc.

Brian Gulliver, PE
APPENDIX F
SINGLE, EMERGENCY, OR COOPERATIVE SOURCE FORM
(Use this form for requests over $5,000 and for items/services not on Appendix E)

DIVISION AND POLICY NUMBER
PURCHASING

REQUESTED BY (Name): David Ruppel
DATE: August 7, 2018

SUPPLIER & COMMODITY OR SERVICE: Colorado Air and Space Port Visualization, Kimley-Horn

APPROVED BY (Director or Elected Official): $30,000

The purpose of this project is to prepare a custom visualization of Colorado Air and Space Port to be used for a variety of situations including, public awareness, press events, and general marketing. The visualization proposed will be based on the following assumptions:
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Scope of Work is attached.
Kimley-Horn is currently under contract to provide support for the Spaceport Licensing project and has completed digital, GIS based mapping of the airport in the recent past. They have a high level of familiarity with the Colorado Air and Space Port, have completed similar visualization projects, and will be able to complete the project in time for it to be used for the announcement of the new license.
Request Is:

☑ Approved ☐ Denied
Purchasing Agent: [Signature] Date: 8/4/18
☑ Approved ☐ Denied
Purchasing Manager: [Signature] Date: 8/8/18
☑ Approved ☐ Denied
County Manager: [Signature] Date: 8/13/18

Comment:

Appendix F: Single, Emergency, or Cooperative Source Form (DOCS# 4987986)
Re: Scope of Services for Colorado Air and Space Port Visualization

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