

# Agreement for Professional Services

8-19-2009

Project Alternative Regional Trail, L&E Landscape Plans Submittal - #08-065-2

Client: Parker Jordan Metropolitan District  
Attn: Bob Blodgett with R.S. Wells  
8390 East Crescent Parkway, Suite #500  
Greenwood Village, Colorado 80111-2811

Dear Parker Jordan Metropolitan District,

We are pleased to submit this proposal for professional services in connection with the Parker Jordan Metropolitan District's (the "Client") project. We greatly appreciate the opportunity and consideration that allows us to work with you. This proposal is being prepared using our best understanding of the project scope based on information provided via phone conversations, email and meetings. Our fees are based upon the amount of Landscape Architectural services necessary to satisfactorily complete the work initially requested, and as specified in this agreement.

The project includes approximately 5,000 LF of trail connection (about 65% more trail than proposed regional trail at Broncos Parkway trailhead).

## Scope of Services

### 1. Assemble Base Information & Design Development

- Preliminary design documents to develop trail placement
  - o Trail and material alternatives
  - o Wall material and detail.
  - o 3-rail fence placement and detail
  - o Define proposed vegetation (native seeding) based on amount of disturbance
  - o Prelim Cost Estimate

(24 hours @ \$70.00/hour) \$1,680.00  
(16 hours @ \$90.00/hour) \$1,440.00

### 2. Landscape Plans for L&E Submittal

- First L&E submittal to Arapahoe County
- Revisions and Second L&E Submittal
- Cost Estimate.

(40 hours @ \$70.00/hour) \$2,800.00  
(20 hours @ \$90.00/hour) \$1,800.00

### 3. Meetings/Site Visit

- Two (2) Team Meetings.
- One (1) Site Visit.

(8 hours @ \$90.00/hour) \$720.00

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## 4. Graphics:

- Prepare graphics of proposed Trail for a Public Hearing presentation
  - One (1) 24x36 board with one plan graphic and one section graphic.
- (8 hours @ \$70 00/hour) \$560.00

## 5 Landscape Plans for Construction Document Set

- Construction submittal of landscape plans.
- (20 hours @ \$70.00/hour) \$1,400 00

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Total: \$10,400.00

## Add Alternatives:

## 6 Irrigation Plans for Construction Document Set

- Construction submittal of irrigation plans
- (30 hours @ \$70 00/hour) \$2,100.00

## 7 Technical Specifications.

- Construction submittal of technical specifications for Landscape and Irrigation Plans.
- (8 hours @ \$90.00/hour) \$720.00

## Role of Landscape Architect

Valerian llc (Valerian) shall provide consulting Landscape Architectural services associated with the design development and Location & Extent (L&E) plan submittal process per Arapahoe County guidelines. If requested by the Client, Valerian will execute irrigation plans and technical specifications for construction (line items 6 & 7 of the Scope of Services above)

At the sole discretion of the District (Parker Jordan Metropolitan District), the Board (Parker Jordan Metropolitan District representatives) may terminate the Agreement at any time upon payment of any amounts duly owing to Valerian

## Limitation of Liability

In recognition of the relative risks and benefits of the project to both the client and Valerian, the risks have been allocated such that Valerian agrees, to the fullest extent permitted by law, to limit the liability of Client and each of its directors, officers, agents and employees from and against any and all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Valerian's negligent or tortuous

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performance of professional services under this Agreement and that of its consultants or anyone for whom Valerian is legally responsible. The provisions of this Section shall survive termination of this Agreement. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability breach of contract or warranty.

## Ownership and Copyright of Documents

All drawings and documents produced under terms of this Agreement, in whatever medium, are the property of the Client. Valerian and the Client have the right to use the drawings and documents for the purpose of constructing, maintaining, and operating the project. Valerian shall maintain copies on file of such work product involved in the performance of the Agreement for five years, shall make them available for the Client's use, and shall provide such copies to the Client upon request, at commercial printing or reproduction rates. The work product shall not be used by the Client on another project except by written agreement between the parties. Valerian shall be permitted to retain copies of work product, including reproducible copies, drawings and specifications, for reasonable marketing activities.

## Publicity

Valerian has the right to photograph the above named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing or educational materials with attribution.

## Payment

Statements will be due and payable upon approval of such statements by Client, such approval or disapproval to occur at a board meeting of the Client immediately following receipt of such statement. Approval of any invoice may be withheld in the amount which remains incorrect or for those portions which are unsatisfactory. Valerian may re-submit an invoice for payment which does not include those items disputed or unsatisfactory. If the invoice is approved, the Client shall promptly compensate Valerian for the approved amount at the next held Client Board meeting. If approved by the Client but not paid within 60 days from the statement date, a finance charge of 1.5% per month (Annual Percentage Rate of 18%) will be charged on the balance after deducting any payments received during the same 30-day period. Valerian reserves the right to stop work on any project that has Account Receivables (A/R) exceeding 45 days without penalty for missing any implied deadlines or schedules.

## Compensation

Services will be paid in accordance with the Authorization Page. Terms of the contract are hourly, not to exceed plus direct costs as outlined below.

The hourly rates and fees set forth below are viable until November 1, 2008. In the event additional Landscape Architectural and Planning consulting services are required beyond the Scope of Services itemized above, they will be billed according to the rate schedule given below, or our current rates if contract is older than 9 months, on a time and materials basis, as a change order to this contract, or as outlined in a separate contract, upon Client's written authorization.

Should the Scope of Services and/or deliverables outlined in this proposal change based on Client or jurisdictional needs or requirements, the fees associated with the affected portion described herein may also be changed. Valerian will discuss all such changes with the Client and such changes will be agreed upon in advance of production.

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Design changes made necessary by newly enacted or interpreted laws, codes and regulations by the agencies after the date of this contract shall entitle Valerian to reasonable compensation and extension of time as mutually agreed upon. Valerian will not be liable for changes in construction or increase in maintenance associated with newly created or interpreted laws, codes or regulations after the date final drawings are submitted

All direct costs including but not limited to printing, reprographic and photographic reproduction of drawings, postage, delivery services, mileage beyond 20 miles and out-of-pocket expenses incurred in connection with this project shall be considered reimbursable expenses and shall be paid in addition to the fees for professional services. All reimbursable expenses are billed at cost.

## Termination

The Client may terminate this Agreement for cause or not for cause, in whole or in part, by delivering to Valerian a written notice of such termination specifying the extent of termination and the effective date of termination, not less than thirty (30) days after the date of notice. If this Agreement is terminated, Valerian shall be paid for those services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Client may specify in the termination notice the extent to which work is to be performed prior to the termination date.

## Undocumented Workers

- A. Valerian certifies that Valerian has complied with the provisions of C.R.S. § 8-17-5-101, et seq. Valerian shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a sub-contractor that knowingly employs or contracts with an illegal alien to perform under this Agreement. Valerian represents, warrants and agrees that it has verified or attempted to verify through participation in the Basic Pilot Program, as administered by the Department of Homeland Security, that Valerian does not employ any illegal aliens and, if Valerian is not accepted into the Basic Pilot Program prior to entering into this Agreement for services, that Valerian shall apply to participate in the Basic Pilot Program every three (3) months until Valerian is accepted or this Agreement for Services has been completed, whichever is earlier. Valerian shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. Valerian shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Valerian fails to comply with any requirement of this provision or C.R.S. § 8-17-5-101, et seq., the Client may terminate this Agreement for breach of contract, and Valerian shall be liable for actual and consequential damages to the Client.
- B. If Valerian obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Valerian shall:
- (1) Notify the sub-contractor and the Client within three (3) days that Valerian has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and
  - (2) Terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (1) above, the sub-contractor does not stop employing or contracting with the illegal alien, unless the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.



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## Governmental Immunity

Nothing herein shall be construed as a waiver of the rights and privileges of the Client pursuant to the Colorado Governmental Immunities Act, C.R.S. §§ 24-10-101, *et seq*, as amended.

## Contract Validity

This contract is valid only if signed within 45 days of origination, unless formally extended by both parties.

We look forward to providing professional services for this project. We are also committed to providing the resources necessary to assure prompt responses and attention to your development goals and objectives

If there is any additional information that we can provide or if you have any questions please do not hesitate to give me a call

Sincerely,



Susan Brown, MLA, RLA  
Principal



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The hourly rates used in the preparation of the fee schedule are as follows:

Principal	\$150.00
Executive Director	\$125.00
Director:	\$115.00
Project Leader	\$ 90.00
Project Coordinator	\$ 85.00
Project Designer	\$ 70.00
Design Support	\$ 45.00

All direct costs including but not limited to printing, reprographic and photographic reproduction of drawings, postage, delivery services, mileage beyond 20 miles and out-of-pocket expenses incurred in connection with this project shall be considered reimbursable expenses and shall be paid in addition to the fees for professional services. All reimbursable expenses are billed at cost.

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## Alternative Regional Trail, L&E Landscape Plans Submittal - #08-065-2 Authorization Page

I hereby authorize Valerian llc to proceed with the Scope of Services as defined above for the **Alternative Regional Trail**, at an hourly, not to exceed amount of \$10,400.00 plus direct reimbursable expenses. Please return one (1) signed copy of this Agreement for Professional Services to Valerian llc. for our records

Agreed on this 20 day of August, 2009.

By: [Signature] Title: Manager, NWelle LLC

Organization: Parker Jordan Metropolitan District

### Add Alternatives

Please sign if one or both add alternative(s) to be included

6. Irrigation Plans for Const. Document Set      \$ 2,100.00    Approved to Include —

7. Technical Specifications      \$ 720.00    Approved to Include —

Grand Total: 10,400

