

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

J3 ENGINEERING CONSULTANTS, INC.

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (the "Agreement") is entered into to become effective as of ~~September~~ 11, 2009, by and between the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and J3 ENGINEERING CONSULTANTS, INC., a Colorado corporation, authorized to do business in the State of Colorado (the "Consultant"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District was organized pursuant to and exists in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S., for the purpose of providing of certain public improvements, facilities and services, to and for the use and benefit of its inhabitants and/or taxpayers; and

WHEREAS, the Board of Directors of the District (the "Board") is granted certain powers to assist in the carrying out of the purposes of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, pursuant to § 32-1-1001(1)(i), the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, to effectively implement its functions, the District has determined that it will require certain professional engineering services; and

WHEREAS, such professional engineering services shall be performed in accordance with applicable standards of the State of Colorado, the County of Arapahoe, the City of Centennial and other appropriate governing bodies with jurisdiction; and

WHEREAS, the Consultant has represented that it has the professional experience, skill and resources to perform the professional engineering services; and

WHEREAS, the District desires to engage the Consultant to render said professional engineering services;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereto agree as follows:

1. DEFINITIONS.

“City” means the City of Centennial, Colorado.

“Consultant’s Representative” shall mean Ken S. Cecil, as a Principal or Josh R. Duncan, as an Associate in their respective capacities at J3 Engineering Consultants, Inc., or as subsequently designated in writing to the District.

“Contracting Party” shall be the District.

“County” means the County of Arapahoe, Colorado.

“District Representative” shall mean Norman A. Sheldon, President, Bob Blodgett, Manager, or as subsequently designated in writing by the District.

“Services” means all consulting, engineering, and administrative services, products and obligations of the Consultant as set forth in this Agreement, including **Exhibit A** and additional services, as applicable.

2. ORGANIZATION, SCOPE OF SERVICES AND TERM OF AGREEMENT.

A. The following **Exhibits** are attached hereto and incorporated herein:

Exhibit A: Scope of Services

Exhibit B: Schedule of Professional Rates

Exhibit C: Insurance Requirements

In the event a conflict exists between this Agreement and any Exhibit, the terms of this Agreement shall apply.

B. In the manner and to the extent provided in this Agreement, the Consultant shall perform the services described in **Exhibit A** (the “Services”) attached hereto and incorporated herein. 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 Services as described herein, all in accordance with this Agreement.

C. The initial term of this Agreement shall begin on the effective date set forth above and shall terminate when all the Services have been performed, or otherwise by mutual written agreement of the Parties or by the exercise of the termination provisions specified in Section 12.

3. ADDITIONAL SERVICES.

A. District may, in writing, request that the Consultant provide the District with certain additional services not covered in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual written agreement of the Consultant and the District.

B. Authorization to proceed with additional services shall not be given, unless the District has appropriated funds sufficient to cover the additional compensable amount under the Agreement.

4. GENERAL PERFORMANCE STANDARDS.

A. The Consultant represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services. In providing the Services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If competent professionals in the civil engineering field find that the Services do not meet this standard, the Consultant shall re-perform the Services not meeting this standard without additional compensation.

B. The Services of the Consultant shall be undertaken and completed in such sequence as to expedite completion.

C. The Services provided under this Agreement shall be adequate and sufficient for the proposed projects and their intended purpose(s).

D. The Consultant will provide the Services under this Agreement as a Professional Engineer. Reviews and opinions of other consultant's work product will be based on professional judgment, experience, and reasonableness, and not in the areas of accounting, legal, or other areas outside the area of expertise and standard of care of a Professional Engineer.

E. The Consultant may prepare design, plans and specifications for requested projects that generally comply with District, County and/or City requirements as well as applicable state and federal requirements for similar Services. No compensation will be paid to the Consultant for the preparation of documents in a format other than that considered usual and customary by the District, County and/or City. It shall be the responsibility of the Consultant to contact the appropriate agencies and to determine the acceptable standards and format for the final documents. No documents will be considered final until approved by the County and/or City, if required, and the District, even though other agencies may have approved such documents.

F. The Consultant shall file necessary documents that are required for the approval of a project by governmental authorities having jurisdiction over the project. The District will lend required assistance, such as signing an application and paying permit fees or other fees. If paid by the Consultant, such fees shall be included in the direct reimbursable costs without a service charge of the Consultant.

G. Acceptance of documents for a project, by the County, City and/or the District shall not relieve the Consultant of the responsibility for deficiencies, omissions or errors.

5. COMPENSATION.

A. Services. Compensation for the Services provided under this Agreement shall be based in accordance **Exhibit A**. The Consultant expressly understands and agrees that it is undertaking the authorized Services with a total not-to-exceed fee amount for the Services of One Hundred Seventy Five Thousand Two Hundred Twenty Seven Dollars (\$175,227) if sub-consultants are to be paid separately by the District and Two Hundred Forty Four Thousand Seven Hundred Eighty Seven Dollars (\$244,787) if sub-consultants are to be paid by the Consultant. In any case, the sub-consultant fees shall not exceed those evidenced in **Exhibit A**. Direct reimbursable expenses of the Consultant, such as reproduction, telephone, postage and messenger services shall be billed at cost. Mileage shall be billed at the rate allowed under rules and regulations promulgated pursuant to the Internal Revenue Code or as adjusted by mutual agreement of the Parties. Without the prior written consent of the District, the Consultant shall not be paid any professional fees, compensation or expenses in excess of the amount authorized for the Services without the prior written approval of the District. If the Consultant performs any additional services prior to or without receiving a written request from the District, the Consultant shall not be entitled to any compensation for such additional services.

B. Additional Services. For additional services of the Consultant as set forth herein, compensation shall be based upon the Schedule of Professional Fees attached hereto and incorporated herein as **Exhibit B**; which shall be valid through December 31, 2010.

6. METHOD OF PAYMENT.

A. Invoices. The Consultant and the District acknowledge that there may be a reasonable lag time between receipt of the Consultant's invoice and subsequent payment due to the schedule of District meetings and the processing of the invoices for Board approval. The Consultant shall submit invoices to the District, no more often than monthly during the term of this Agreement on or before the tenth (10th) day of each month prior to the next regularly scheduled Board meeting, which shall include as supporting documentation:

- (1) A progress narrative describing the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period, if requested by the District; and
- (2) An itemized statement of the Services performed, including documentation of the hourly time records of the Consultants personnel and billings from sub-consultants, if any; and
- (3) A Certification by the Consultant that the Consultant is current with payment to all sub-consultants and employees through the

date of the invoice and, if not current, a description of the non-current items and the reasons for such; and

- (4) Any other reasonable information required by the District to process payment for an invoice.

B. Invoice Review. The Board, or such approved designee, shall review the submitted invoice information at or prior to the next regularly scheduled Board meeting and shall, within fifteen (15) days of such Board meeting, inform the Consultant of any disagreement with the amount invoiced or any portion of the invoice which is unsatisfactory. Approval of any invoice may be withheld in the amount which remains incorrect or for those portions which are unsatisfactory. The Consultant may re-submit an invoice for payment which does not include those items disputed or unsatisfactory. If the invoice is approved by the Board, the District shall promptly compensate the Consultant for the approved amount within thirty (30) days of approval.

7. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and the Consultant's employees. Neither the Consultant nor any of its employees are or shall be deemed employees of the District. The Consultant is not, and shall not act as, the agent of the District. The employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the District. The Consultant shall pay all wages, salaries and other amounts due its employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including, without limitation, social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control its employees. The Consultant has sole authority and responsibility as principal for its agents, employees, sub-consultants and all others it hires to perform or assist in performing the Services, if any. **The Consultant is not entitled to worker's compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

8. **CONSULTANT'S INSURANCE.**

A. The Consultant shall acquire and maintain, during the term of this Agreement, including any extensions of the term, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage, automobile liability insurance coverage and professional liability insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. Automobile liability insurance shall be required of the Consultant if the Consultant owns any automobiles and the Consultant shall obtain such automobile liability insurance upon owning any automobiles in the future. The District and its directors, officers, employees and agents shall be named as an additional insured on the Consultant's commercial general liability insurance and automobile

liability insurance (if applicable). The commercial general liability insurance shall include contractual liability insurance. Any policy of insurance obtained to comply with this Section shall provide that the District shall receive thirty (30) days written notice prior to the policy's cancellation, non-renewal or modification to any provisions of such policy affecting the insurance coverage requirements under this Agreement. With the exception of professional liability and automobile liability insurance (if applicable), a waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided, provided that the recovery is not due to cause or causes directly attributable to the District's own negligence. All coverages provided pursuant to this Section shall be primary and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverages, information or representations contained herein. All insurance companies issuing policies hereunder must carry at least an A-10 rating from A.M. Best Company or obtain a written waiver of this requirement from the District.

B. Prior to commencing any work under this Agreement, the Consultant shall provide the District a certificate or certificates evidencing the policies required by this Section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said subconsultant(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, automobile liability (if applicable), and professional liability insurance coverage in amounts satisfactory to the District and the Consultant. If the coverage required under this Section expires during the term of this Agreement, the Consultant or sub-consultant shall provide replacement certificate(s) evidencing the continuation of the required policies.

C. If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: 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 this extended reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the Parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the Parties hereto.

D. The Consultant's failure to purchase the required insurance shall not serve to release it from any obligations contained herein; nor shall the purchase of the required insurance serve to limit the Consultant's liability under any provision herein. The Consultant shall be responsible for the payment of any deductibles on issued policies.

9. INDEMNIFICATION. The Consultant agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District and each of its directors, officers, agents and employees against all damages, liabilities, costs and losses, including reasonable attorney's fees and defense costs, arising from the tortuous acts, criminal acts, negligent acts, willful misconduct, errors or omissions of the Consultant or its subconsultants in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify the

District for the District's own negligence. This indemnification obligation shall survive the expiration or termination of this Agreement.

10. COORDINATION.

A. The Consultant acknowledges its Services must be performed in conjunction with those of other consultants and shall work in good faith to efficiently coordinate the provision of its Services with such consultants.

B. Coordination with the District's other consultants and Board member's staff shall be a continuing work item. Such coordination shall consist of regular progress and review meetings, and receipt and shipment of various documents, maps, drawings, and invoices.

11. ASSIGNMENT. The Consultant shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. In the event of the dissolution or termination of the District, the Parties agree that the District may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

12. TERMINATION. The District may terminate this Agreement not-for-cause in whole or in part, by delivering to the non-terminating party a written notice of such termination specifying the extent of termination and the effective date, not less than thirty (30) days after the date of notice. If this Agreement is terminated, the Consultant shall be paid for Services performed prior to the designated termination date, including reimbursable expenses due. Unless directed otherwise by the District, the Consultant shall immediately terminate all subcontracts to the extent they relate to the Services terminated.

Upon ten (10) days written notice, either Party may terminate this Agreement for cause by giving notice to the other Party, specifying the default, which default on the part of the District is limited solely to a failure by the District to pay the sums due to the Consultant in accordance with this Agreement for a period of ninety (90) days. Such notice may provide that if the default is not cured within ten (10) days or otherwise resolved in writing by the Parties, the Party providing notice may declare the Agreement terminated.

13. SUBCONSULTANTS. The Consultant is solely and fully responsible to the District for the performance of all Services under this Agreement, whether performed by the Consultant or a subconsultant engaged by the Consultant. Use of any sub-consultant by the Consultant shall be pre-approved in writing by the District. To obtain such approval, the Consultant shall submit the name of the subconsultant, together with resume(s) of training and experience in work of like character and magnitude as the Services to be subcontracted, to the District. The Consultant agrees that each and every agreement of the Consultant with any sub-consultant to perform Services under this Agreement shall contain an indemnification provision identical to the one contained herein holding the District harmless for the negligent acts of the subconsultant. The Consultant further agrees that any such subcontract shall be terminable not-

for-cause and that, unless directed otherwise by the District, the Consultant shall immediately terminate all such subcontracts immediately upon termination of this Agreement. Prior to commencing any of the Services, a subconsultant shall provide evidence of insurance coverage to the District as provided in Section 8. The Consultant further agrees that all such subcontracts shall provide that they may be terminated immediately without further cost upon termination of this Agreement.

14. UNDOCUMENTED WORKERS:

A. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien to perform under the Agreement. The Consultant represents, warrants and agrees that it has participated or has attempted to participate in the E-Verify Program (as defined in Section 8-17.5-101(3.7), C.R.S., as amended) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired for employment in the United States.

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

- (1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- (2) Enter into a contract with a sub-consultant that fails to certify to the Consultant that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

C. The Consultant represents and warrants that it has verified or attempted to verify through participation in the E-Verify Program the employment eligibility of all of its employees who are newly hired for employment in the United States, and if the Consultant is not accepted into the E-Verify Program prior to entering into this Agreement the Consultant shall apply to participate in the E-Verify Program every three (3) months until the Consultant is accepted or the Agreement has been completed, whichever occurs earlier. This provision shall be effective for so long as the E-Verify Program is in effect.

D. The Consultant shall not use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is in effect.

E. If the Consultant obtains actual knowledge that a sub-consultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

- (1) Notify the sub-consultant and the District within three (3) days that the Consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and

- (2) Terminate the sub-contract with the sub-consultant if, within three (3) days of receiving the notice required pursuant to sub-paragraph (a) above, the sub-consultant does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-consultant if during such three (3) days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any and all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment, pursuant to applicable law.

G. If the Consultant violates any provision of this Agreement or §§ 8-17.5-101, *et seq.*, C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

15. WORK PRODUCT. The District acknowledges the Consultant's documents prepared pursuant to this Agreement, including but not limited to, all plans, drawings, specifications, reports, electronic files and other documents are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the District upon completion of the services or termination of this Agreement, whichever occurs first, and the payment in full of all monies due to the Consultant. The District shall not reuse or make any modification to the Consultant's documents, other than for the purposes for which the work was intended, without the prior review and written authorization of the Consultant. The Consultant shall maintain copies on file of Consultant's documents involved in the Services for three (3) years from completion of the Services, shall make them available for the District's use and shall provide such copies to the District, upon request, at commercial printing or reproduction rates. At any time within the three (3) years during which the Consultant must retain copies of Consultant's documents involved in the Services, the District may obtain copies of the Consultant's documents by paying printing or reproduction costs as set forth above.

16. PROJECT COMMUNICATIONS. Any technical or other on-going project communications pertaining to the Services under this Agreement shall be between the Consultant's Representative and the District's Representative, unless otherwise directed by the Board. Consultant's Representative shall be satisfactory to the District, have knowledge of the Services and be available at reasonable times for consultation. Each Party's representative shall be authorized to carry out its duties under this Agreement. Each Party shall notify the other in writing of the name of any representative's replacement, if applicable, or address change, within seven (7) days of such appointment.

17. NOTICES. Any notices or other communications required or permitted by this Agreement 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 personally delivered to

the Party to whom it is addressed or in lieu of such personal services, upon receipt in the United States' mail, first-class postage prepaid, addressed to the District at:

The District:

Parker Jordan Metropolitan District
c/o R.S. Wells, L.L.C.
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111
Attention: Bob Blodgett, Manager

With a copy to:

Miller Rosenbluth, LLC
700 17th Street, Suite 2200
Denver, Colorado 80202
Attention: Dianne Miller, Esq.

To the Consultant at:

J3 Engineering Consultants, Inc.
3151 South Vaughn Way, Suite 680
Aurora, CO 80014
Attention: Ken S. Cecil

The Parties, the District or the Consultant, 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.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the Services 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 Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both the Consultant and the District.

19. BINDING AGREEMENT. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties hereto.

20. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

21. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

22. CONFLICTS OF INTEREST. Except as otherwise disclosed, to the best of the Consultant's knowledge and belief, neither the Consultant nor any subconsultant has other interests which conflict with the interests of the District, including being connected with the sale or promotion of equipment or material which may be used in the Services or on a project. The Consultant shall make written inquiry of all of its subconsultants concerning the existence of or potential for such conflict and disclose those to the District. At its discretion, the District may grant a written waiver for a particular employee or subconsultant.

23. SEVERABILITY. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

24. DISPUTE RESOLUTION. Any dispute or controversy arising under this Agreement or regarding the Services completed pursuant to this Agreement which is not otherwise resolved by the Parties shall be subject to the following terms and conditions for dispute resolution.

A. Any claim or dispute arising from or relating in any way to the subject of this Agreement shall be brought in the applicable court in the State of Colorado.

B. If mutually agreed between the Parties, the Consultant shall carry on its duties under this Agreement during any legal proceedings.

C. In the event of any litigation between the District and the Consultant to enforce any provision of this Agreement or any right of either Party hereto, the Parties agree that the court may award costs and expenses to the prevailing Party, such costs and expenses to include attorney's fees. Otherwise, each Party shall pay its own costs and fees for litigation.

D. At the District's request, the Consultant will consent to being joined in litigation between the District and third parties, if requested by the District.

25. NON-DISCRIMINATION. The Consultant agrees that it will not hire, refuse to hire, discharge, promote or demote or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, age, national origin, gender, military status, sexual orientation, marital status or physical or mental disability and that it will make the same requirement of any subcontractor with whom it contracts and that such statement will be included in any such subcontract.

26. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

27. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall

constitute one and the same instrument.

26. AMENDMENT 54 COMPLIANCE. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Consultant shall contractually agree, for the duration of this Agreement and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Consultant or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

Further, on or after December 31, 2008, and to the extent required by law, the Consultant shall comply with article XXVIII, Sections 15 through 17 of the Colorado Constitution (also known as Amendment 54) as they may apply to the Consultant. The language of applicable sections is as follows:

Section 15: Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

Section 16: To aid in enforcement of this measure concerning sole source contracts, the executive director of the department of personnel shall promptly publish and maintain a summary of each sole source government contract issued. Any contract holder of a sole source government contract shall promptly prepare and deliver to the executive director of the department of personnel a true and correct "Government Contract Summary," in digital format as prescribed by that office, which shall identify the names and addresses of the contract holders and all other parties to the government contract, briefly describe the nature of the contract and goods or services performed, disclose the start and end date of the contract, disclose the contract's estimated amount or rate of payment, disclose the sources of payment, and disclose other information as determined by the executive director of the department of personnel which is not in violation of federal law, trade secrets or intellectual property rights. The executive director of the department of personnel is hereby given authority to promulgate rules to facilitate this section.

Section 17: (1) Every sole source government contract by the state or any of its political subdivisions shall incorporate article XXVIII, section 15, into the contract. Any person who intentionally accepts contributions on behalf of a candidate committee, political committee, small donor committee, political party, or other entity, in violation of section 15 has engaged in corrupt misconduct and shall pay restitution to the general treasury of the contracting governmental entity to compensate the governmental entity for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary. If a person responsible for the bookkeeping of an entity that has a sole source contract with a governmental entity, or if a person acting

on behalf of the governmental entity, obtains knowledge of a contribution made or accepted in violation of section 15, and that person intentionally fails to notify the secretary of state or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable in an amount up to the above restitution.

(2) Any person who makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

(3) The parties shall agree that if a contract holder intentionally violates section 15 or section 17 (2), as contractual damages that contract holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years. The governor may temporarily suspend any remedy under this section during a declared state of emergency.

(4) Knowing violation of section 15 or section 17 (2) by an elected or appointed official is grounds for removal from office and disqualification to hold any office of honor, trust or profit in the state, and shall constitute misconduct or malfeasance.

(5) A registered voter of the state may enforce section 15 or section 17 (2) by filing a complaint for injunctive or declaratory relief or for civil damages and remedies, if appropriate, in the district court.

Definitions regarding article XXVIII can be found in Section 2, including:

(4.5) "Contract holder" means any non-governmental party to a sole source government contract, including persons that control ten percent or more shares or interest in that party; or that party's officers, directors or trustees; or, in the case of collective bargaining agreements, the labor organization and any political committees created or controlled by the labor organization;

(8.5) "Immediate family member" means any spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner;

(14.4) "Sole source government contract" means any government contract that does not use a public and competitive bidding process soliciting at least three bids prior to awarding the contract. This provision applies only to government contracts awarded by the state or any of its political subdivisions for amounts greater than one hundred thousand dollars indexed for inflation per the United States bureau of labor statistics consumer price index for Denver-Boulder-Greeley after the year 2012, adjusted every four years, beginning January 1, 2012, to the nearest lowest twenty five dollars. This amount is cumulative and includes all sole source government contracts with any and all

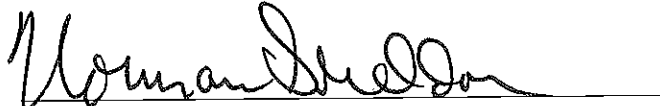
governmental entities involving the contract holder during a calendar year. A sole source government contract includes collective bargaining agreements with a labor organization representing employees, but not employment contracts with individual employees. Collective bargaining agreements qualify as sole source government contracts if the contract confers an exclusive representative status to bind all employees to accept the terms and conditions of the contract;

(14.6) "State or any of its political subdivisions" means the state of Colorado and its agencies or departments, as well as the political subdivisions within this state including counties, municipalities, school districts, special districts, and any public or quasi-public body that receives a majority of its funding from the taxpayers of the state of Colorado.

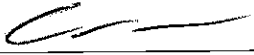
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.


PARKER JORDAN METROPOLITAN
DISTRICT


Norman A. Sheldon, President

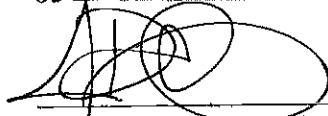
ATTEST:


Don Leyn, Secretary/Treasurer
CURT WALDRON, ASSISTANT SECRETARY

APPROVED AS TO FORM
MILLER ROSENBLUTH, LLC
General Counsel to the District



J3 ENGINEERING CONSULTANTS, INC.



By: JASON D. MARGRAF
As: PRINCIPAL

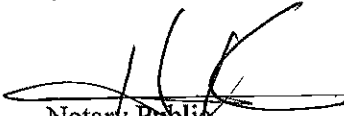
STATE OF COLORADO)

COUNTY OF ARAPAHOE)

)
) ss.
)

Subscribed and sworn to before me on this 15TH day of SEPTEMBER 2009, by
JASON MARGRAF, as PRINCIPAL of J3 Engineering Consultants, Inc.

[SEAL]


Notary Public

My commission expires: 01/29/2012

**HEATH KENNEDY
NOTARY PUBLIC
STATE OF COLORADO**

MY COMMISSION EXPIRES 01/29/2012

EXHIBIT A
SCOPE OF SERVICES

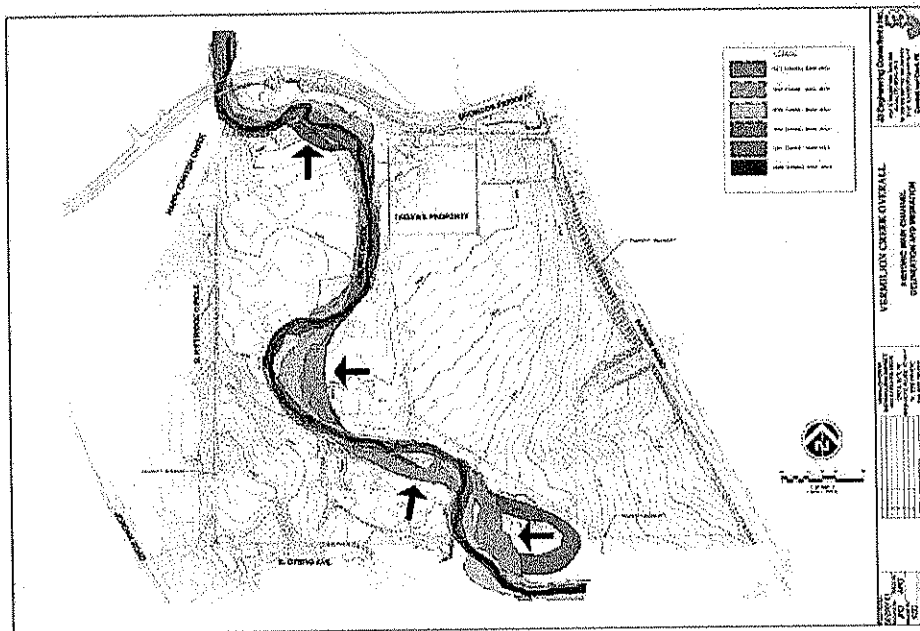


**Revised Scope of Services & Fee for:
 Task Order – Construction Documents, CLOMR, LOMR and Construction
 Administration
 Cherry Creek Stream Restoration Project
 Parker Jordan Metro District
 August 19, 2009**

This task order will be completed utilizing the data and effort established during the previous floodplain project through the Vermilion Creek Open Space. Parker Jordan Metropolitan District (referred to as PJMD), the Client, has been in recent negotiations to purchase the open space along Cherry Creek. Recently, J3 has presented previous conceptual work completed along the corridor and a history of previous projects. In those discussions, it was determined that construction documents, a CLOMR application, and other permitting would be required for the stream improvements along Cherry Creek. The Scope of Services presented in this document provides a detailed description of the chronological process that J3 will apply to obtain the required permitting and approvals to complete the floodplain improvements.

The proposal was created based on Client conversations, direction from previous work completed within the stream corridor and from information obtained during numerous meetings with municipalities and governing agencies over the last two years regarding the stream improvements.

The following historical channel exhibit was previously created under a separate contract and depicts the Site.





Project Due Diligence

The Scope of Services presented under this cover is based upon the research and project due diligence completed by J3 to determine the anticipated processes, requirements and challenges associated with the Site. Based on conversations with the Client and other background information, it was determined that the project will consist of approximately 7400 lineal feet of stream restoration along Cherry Creek.

Project Challenges

Several project challenges were identified based upon information gathered during the project due diligence. Those challenges are listed below with J3's suggested course of action to mitigate potential impacts to the project schedule, goals and integrity.

- *Importance of Cherry Creek. Suggested course of action* ~ The location of this project is within a visible and sensitive area in the Denver Metro Area. Cherry Creek is a major drainageway that conveys baseflow and stormwater runoff from numerous southern suburbs through the center of downtown Denver. The number of stakeholders speaks to the importance of this drainageway for conveyance, its aquatic, wetland and riparian habitats, and recreational amenities. J3 understands the importance of Cherry Creek and is sensitive to the wide range of project shareholders requiring input. J3 is taking a proactive approach with the Client to propose a platform that keeps the stakeholders involved through the process. In addition, low impact design techniques sensitive to the existing habitat will be evaluated.
- *Project is Politically Sensitive. Suggested course of action* ~ Due to the political nature of this project it will be import to delineate all of the issues associated with stream restoration improvements, construction methods, habitat, wetlands, wildlife, etc. These issues must be clearly defined before channel improvements are implemented. J3, as a team with the Client, will spearhead presentations and meetings with the governing agencies. By doing so, the team will be better equipped to evaluate the desires of the governing boards and address critical issues during the review process. J3 will work with the municipalities to create an environment of cooperative design, which involves preliminary and ongoing meetings to reach a consensus on design and to better foster a "win-win" feeling for the City of Centennial, SEMSWA, UDFCD and the Client. This includes communication throughout the project, thoughtful design and establishing and maintaining a positive working relationship with review staff. J3 will also produce documents of the highest engineering quality to avoid negative impacts or misunderstandings between project stakeholders.
- *Number of Municipalities, Entities, and Stakeholders Involved. Suggested course of action* ~ Due to the location and importance of this channel corridor, several municipalities, entities and stakeholders have input on this project. The entities include, but are not limited to, the City of Centennial, Southeast Metro Stormwater Authority (SEMSWA), Urban Drainage and Flood Control District (UDFCD), the United States Army Corp of Engineers (USACE), State Engineer's Office, Cherry Creek Stewardship Partners, Arapahoe County Water and Wastewater Authority (ACWWA), and The Colorado Division of Wildlife. A proactive approach to presenting the proposed stream restoration project with justification is necessary. J3 will be proactive, involved, and engaged throughout the project's analysis and design to minimize delays.



- *Federal Requirements - Waters of the US, FEMA, Clean Water Act, etc. Suggested course of action ~ These processes can be complicated and can take a substantial amount of time and coordination effort. Although guidelines for the timing of approval are set, review durations can vary from project to project and so J3 will produce thorough and complete documents of the highest engineering quality to minimize delays and design conflicts. J3 will keep all agencies involved throughout the design, which will hopefully assist with shortening the review times needed.*

Project Scope

Based upon the information provided from previous Task Orders, the meeting with the City of Centennial, and conversations with representatives of the PJMD it is our understanding that the Scope of this project will include:

- Task 1: Establish Project Goals and Criteria
- Task 2: Data Collection
- Task 3: Permitting and Project Coordination
- Task 4: Complete 90% Construction Documents Design and Analysis
- Task 5: Final Construction and Contract Documents
- Task 6: Conditional Letter of Map Revision (CLOMR) Application
- Task 7: Construction Administration (Bid Alternate)
- Task 8: Letter of Map Revision (Bid Alternate)

Additionally, the following bullet points outline J3's understanding of project:

- The Site consists of Cherry Creek. An Urban Drainage Outfall Systems Plan encompassing the Site and the channel has been completed for this reach and has determined the Flood Hazard Area. This study has been reviewed under previous Task Orders and project impacts will be accessed.
- Cherry Creek is also a Federal Emergency Management Agency (FEMA) designated floodplain and is classified as Zone AE through the Site.
- The total Site is approximately 80 acres.
- The City of Centennial is in support of the stream restoration project based on the presentation provided by J3 on April 27, 2009 as documented in the meeting held at R.S. Wells with Parker Jordan Metropolitan District.
- An Arapahoe County Water and Wastewater Authority sanitary sewer main parallels the Site.
- A future regional trail through the Site is planned along the right bank of the stream corridor. Although no specific alignment or location is currently determined, this regional trail may also be utilized as a maintenance access trail.
- J3 will work with the project planner in the layout of the Site to analyze the constructability and overall engineering conformance to the City of Centennial standards.
- J3 anticipates a bi-weekly coordination meeting for the project.

Items delineated herein are on a percent complete basis with a not to exceed value provided. The project will be billed monthly with progress reports and percent billing analysis available at the Client's request. If changes to the Scope are needed or requested by the Client or should

the previously outlined assumptions be incorrect, J3 will negotiate fees for altered or additional items with the above mentioned Client before work will commence. All fees are based on the assumption that invoices will be paid within 30 days of receipt of the invoice and upon the assumption that information furnished by others can be used and are laid out in such a manner as to be approvable by the governing municipalities.

In order to achieve the goals of restoring the Cherry Creek floodplain through the Parker Jordan Metropolitan District (CLIENT) property, J3 Engineering Consultants, Inc. has developed a detailed and chronological work plan. The complexity of this project will require that all tasks and work products are detailed in a design report with specific "Memorandum of Design" sections pertaining to specific tasks as described in the work plan. The "Memorandum of Design" will include original reports from J3 or other project sub consultants and may include an upfront summary as necessary. J3 Engineering Consultants, Inc. will provide the following services as required by the Parker Jordan Metro District for approval of their stream restoration project:

Task 1 – Project Goals and Criteria

The Project Goals and Criteria tasks are a very beneficial component to a successful project. This is the initial step and establishes the foundation for the project by outlining the objectives, creating criteria that the shareholders value, identifying the problematic conditions and challenges, and establishing the opportunities for a successful project.

1.1 Notice to Proceed

This task will include a final review of the contract, Scope of Work, insurance requirements and negotiated fee.

1.2 Centennial, SEMSWA, PJMD, UDFCD and J3 Site Visit

J3 will schedule and coordinate a project walk through to familiarize the City of Centennial, PJMD, UDFCD and SEMSWA with the success of the completed upstream project as well as the existing conditions of this reach of Cherry Creek. A summary of discussions held between the parties during the walk through will be drafted to document the site visit.

1.3 Development of Project Goals

J3 will work with the project team to expand upon the goals, opportunities, and challenges developed during the preparation of the floodplain exhibits. It will be a priority to gather input and support of these items from the all project stakeholders. At a minimum, a matrix of the following items will be completed:

- Project Concepts
 - What are the project functions?
 - What additional functions could channel improvements provide?
 - Will there be mitigation requirements?
 - What is the desired habitat type?

- Opportunities & Challenges
 - Adjacent and surrounding land use.
 - Available space
 - Financing



- Environmental Conditions
- Time / Schedule

J3 will document the decisions having an impact on the project design criteria. The design criteria will be prepared and will be approved by all project stakeholders prior to the start of design. Project goals and the design guidelines may have to be modified as the project progresses. If revisions or clarifications are needed, they will be documented in the Memorandums of Design.

1.4 Pre-design Meetings

J3 will present the floodplain exhibits and provide an overview of the project and the expanded project goals to the City of Centennial, SEMSWA, UDFCD and USACE for feedback, input, and ultimately, support.

Task 2 - Data Collection

The data collection tasks will largely be completed by others as subconsultants to J3, but J3 will need to coordinate the work to ensure it is completed effectively, efficiently, and that the necessary information required for the complete engineering and landscaping design is obtained. Coordination time varies between Tasks 2.1 – 2.3 but a brief description of J3's role with each item is provided.

2.1 Geotechnical Investigation

Geotechnical studies and designs will be conducted to determine existing soils conditions that may impact the design. J3 is estimating that a minimum of 10 soil borings are required to define the soil profile within the vicinity of the proposed channel improvements as well as the depth to groundwater. J3 will provide the selected geotechnical engineer with suggested boring locations based on preliminary channel drop structure locations. A Geotechnical Report will be provided by the geotechnical engineer and will include sections on:

- Construction recommendations for earthwork mainly consisting of flattening steep bank slopes and channel realignment
- Construction recommendations for toe protection or armoring of embankments
- Construction recommendations for drop structure installation
- Construction recommendations for bioengineering installation

2.2 Tree Survey (by Cal Vada)

A tree survey will be required to document the number, type, and caliper of all trees through the project corridor and the services should be performed by a Professional Land Surveyor. This will assist with the identification of trees within the property and assist the design team with low impact design techniques. The result of this work will be documented in the Memorandum of Design – Tree Survey.

2.3 Ecological Assessment (By ERO)

An assessment of aquatic, wetland, and riparian habitats is potentially necessary for 404 permitting and should occur. An "inventory" of vegetation and wildlife will be developed for the site. This inventory will be used in the design of landscape elements within the limits of the project and the restoration of existing landscaping as necessary. The assessment will provide a variety of suggested seed mixes for the different riparian



habitats, assist in identifying the existing wetlands and assist in quantifying the proposed increase in wetlands. The assessment should also help to identify endangered or threatened wildlife and vegetation protected under the Threatened and Endangered Species Act. The project team will investigate irrigation and plant establishment options for any landscape plan proposed. Bioengineering opportunities will be identified and evaluated for cost effectiveness and environmental compatibility. The result of this work will be documented in the Memorandum of Design – Landscaping, Bioengineering and Irrigation.

2.4 Historic Flow Analysis

J3 will review streamflow data, diversion and pumping records both upstream and downstream of this project and compare those findings against USGS gauged data. Our prior research of gauged data suggests base flows that are much less than what has been observed in the main channel of Cherry Creek along this project's reach. The result of this work will be documented in the Memorandum of Design – Historic Base Flows.

2.5 Detailed Survey of the Main Channel Corridor (By Cal Vada)

A detailed survey of the main channel corridor will be completed for design purposes and since the most recent survey of the property was completed approximately 3 to 4 years ago. The channel has moved since that time and so an up-to-date survey is necessary. The limit of the detailed survey was limited to a 200 to 300 foot corridor along the main channel. The detailed survey will be combined with the existing topography within the overbanks. The costs assumes the correlation between the main channel corridor and overbank topography correlates well together.

Task 3 - Permitting & Project Coordination

Environmental issues will be investigated and documentation developed in accordance with required criteria and procedures. The environmental work will largely be completed by others operating in a subconsultant role as indicated, but J3 will coordinate all work and will be a vital participant of Tasks 3.1 – 3.3. The environmental work will focus on the following issues:

3.1 Wetland Regulations (With Others)

Wetland delineations will be conducted in accordance with the 1987 U.S. Corps of Engineers Wetlands Delineation Manual. Wetland boundaries will be flagged and located by GPS on the day of delineations. The 404 permit application describing wetland types, locations and size, functions and values, potential impact of project and proposed mitigation will be summarized in the Wetland Impact Report as well as the Memorandum of Design – Wetland Impact. All wetlands impacted by the project shall be replaced or restored.

3.2 Endangered Species (by ERO)

A report documenting presence/absence of Federal Threatened and Endangered Species and habitat evaluation will be prepared for submission to the U.S. Fish and Wildlife Service and to satisfy Corps of Engineers' permitting requirements. The Division of Wildlife will be consulted as necessary. The report will be summarized within the Memorandum of Design – Endangered Species



3.3 Migratory Bird Regulations (By ERO)

A report documenting presence/absence of Migratory Birds and habitat evaluation will be prepared for submission to the U.S. Fish and Wildlife Service and to satisfy Corps of Engineers' permitting requirements. The Division of Wildlife will be consulted as necessary. The report will be summarized the Memorandum of Design – Migratory Birds.

3.4 Clean Water Act Regulations

A detailed Stormwater Management plan will be prepared by J3 in accordance with the Colorado Department of Public Health and Environment Section 401 requirements. The plan will detail clean water diversions, Best Management Practices and all construction techniques required for construction in waterways. More on this task is provided in Task 4 below.

The complex nature of this project presents numerous political and physical challenges. To ensure open lines of communication and a well documented decision matrix, J3 will coordinate and manage the following coordination meetings which will be documented in the Memorandum of Design – Coordination Meetings:

3.5 UDFCD, SEMSWA, USACE & Centennial Meetings

Review agency meetings will be scheduled monthly to discuss project design issues, project status and any updates that need to be conveyed. These meetings are intended to keep the project on track and allow continuous feedback from project stakeholders. They are separate from design review meetings which typically follow interim project submittals.

3.6 Colorado Division of Wildlife (By ERO)

J3 will provide whatever support is required to assist with the habitat improvement requirements. The project must demonstrate a net benefit to the stream, such as habitat improvement, or restoration/improvement of the degraded condition.

3.7 Army Corps of Engineers

As part of construction within Water's of the US, it is anticipated that a Nationwide or Individual Permit under the 404 Regulations will be required for this project. Extensive coordination with the United States Army Corp of Engineers is necessary and essential for the project.

3.8 State Engineers Office

J3 will coordinate with the State Engineers Office to determine if they have any concerns or specific jurisdiction over the project. Typically, the State Engineer's Office is referred to during the 404 Permit process, but, J3 would like to determine any concerns or jurisdictional issues up front, if any.

Task 4 – 90% Construction Document Design

J3 will prepare a 90% Construction Document design in accordance with the documented design criteria. Design components will include, but not be limited to the following items and considerations:



4.1 Low Impact Design Concepts

- Bioretention
- Soil Amendments
- Water Quality BMP's

4.2 Channel Design and Hydraulic Analysis

- Hydrology
- Shear Stress Potential
- Geotechnical Considerations
- Depth of Scour
- Fluvial Geomorphology (Aggradation/Degradation)
- Hydraulic Modeling
- Floodplain Delineation

4.3 Landscaping, Ecology and Trail Design

- Vegetation Selection, Placement, and Seed Mixes
- Planting Sequence
- Wildlife Issues
- Trails
- Irrigation

4.4 90% Construction Documents

J3 will prepare 90% Construction Documents. These will be taken to full construction level but are referred to 90% since the governing agencies will comment on the plan set. The following will be included in the construction documents:

- Title Sheet, Project Data, Plans Index
- Typical Sections and General Notes
- Plan and Profile showing stream layout, horizontal and vertical alignments, existing conditions, survey control, preliminary easement requirements, utility conflicts
- Preliminary Landscaping and Wetland Mitigation Plans
- Drop Structure Design, Layout and Details
- Project Details
- Cross Sections at Sufficient Intervals Showing all Proposed Slopes
- Preliminary Earthwork Data
- Preliminary Cost Estimate
- Landscaping and Restoration Strategies
- Operation and Maintenance Access Plan
- Outline of Project Specifications

4.5 90% Design Report

J3 will prepare a 90% Design and Drainage Report with associated Maps as part of the initial submittal to the governing agencies. This sub-task includes drainage analysis of the Site and creation of a Drainage Report to document drainage patterns, runoff quantities, hydrologic and hydraulic analysis, drop structure design, and channel conveyance properties. Drainage Plans will accompany the report to assist with the review by the City of Centennial and applicable review agencies of drainage within the Site.



4.6 90% GESC Plans

Preparation of a Grading and Erosion Control (GESC) Plan will utilize proposed grading to create the Storm Water Management and Erosion Control Documents which determine, locate and design Best Management Practices (BMPs) for the Site. This will be completed according to the City of Centennial and Arapahoe County GESC Criteria. Three phases of construction will be documented as part of the GESC plans; Initial, Interim, and Final. This will assist the contractor with construction phasing and implementation of the improvements.

4.7 90% GESC Reports

As part of the GESC plans, two reports will be created documenting the grading, erosion, and sediment control measures. J3 will produce a GESC Report that specifically identifies the site conditions, BMPs, phasing, and stormwater considerations during and after construction. J3 will also produce an Operation and Maintenance Manual for the channel corridor to assist with long term maintenance of the stormwater facilities

4.8 Project Easements

It is anticipated that easements will be required for the channel corridor as part of this project. J3 will coordinate with the project Professional Land Surveyor to prepare easement legal exhibits, letters and other documentation to assist with processing the easements through the City and County. The services provided by the Professional Land Surveyor will be negotiated as separate Task Orders as necessary but coordination time and delineation of the channel corridor easement by J3 is included. J3 understands that PJMD currently utilizes the services of Bell Surveying and assumes they will be the surveyor of record and will be contracted with PJMD directly.

4.9 Design Review Meeting

J3 will schedule and coordinate a design review meeting to be attended by the project's primary stakeholders. J3 will prepare the entire 90% Construction Document package and submit an appropriate number of copies to the affected agencies for their review and comment at the design review meeting. This submittal will occur thirty (30) days prior to the review meeting. At the conclusion of the meeting, J3 will prepare and distribute minutes to all attendees. This task will be completed prior to review at the initial public / stakeholder meeting.

4.10 Public / Stakeholder Meeting

A well-planned public involvement process is integral the success of this project. It will be considered a priority and J3 will deliver the highest degree of care to the public process to foster the strongest sense of public involvement. In this case, project stakeholders anticipated to attend the meetings include; the City of Centennial, the Southeast Metro Stormwater Authority, the Urban Drainage and Flood Control District, the Army Corps of Engineers, the Colorado Division of Wildlife, the Cherry Creek Stewardship Partners, the State Engineers Office and the interested public at large. The success of the public meeting will have a significant impact on the ultimate implementation of the proposed channel improvements. J3's principal owners will work with the CLIENT and the City of Centennial in hosting a public meeting following the 90% design.



J3, along with the design team, will provide presentation graphics to help describe the project issues, design alternatives, and preferred solutions. Photos, plans, and sketches will be used to convey project data. Public comments will be collected and catalogued as part of the project Design Report with an official response to public comments and all public meeting materials.

Task 5 – Final Construction & Contract Documents

J3 will make all necessary revisions to the plans following the Preliminary Design Review Meeting and will address all comments made at the Public / Stakeholder Meeting. The construction documents will be prepared to conform to all applicable criteria and will include at a minimum, the following:

5.1 Final Construction Documents

J3 will prepare a 100% Construction Documents after comments have been received for the 90% Construction Documents prepared as part of sub-task 4.4. The following will be included in the 100% Construction Documents:

- Title Sheet, Project Data, Plans Index
- Standard Plans List
- Typical Sections and General Notes and Project Special Provisions
- Summary of Final Quantities
- Tabulation of Items
- Survey Control
- Final earthwork data
- Channel / creek layout
- Bioengineering Details
- Drop Structure Details
- Horizontal and vertical alignments showing existing conditions
- Cross Sections
- Final easements
- Stream profiles depicting drop structure and bioengineering locations
- Landscaping and wetland mitigation, (including stream bank restoration)
- Plan and Profile
- Miscellaneous Construction Details which include but are not limited to boulder walls, bioengineering areas, culverts, inlets, outfall protections, erosion control, and riprap
- Final Cost Estimate
- Ownership Data

5.2 Final Design Report

J3 will prepare a Final Drainage Report and Maps based on the approved Preliminary Drainage Report prepared as part of the 90% submittal under sub-task 4.5. After receiving comments, refinement of drainage concepts, calculations and designs presented in the 90% Design will occur.

5.3 Final GESC Plans

J3 will refine the 90% GESC plans per sub-task 4.6 based on comments received by the governing agencies to produce the 100% GESC plans.



5.4 Final GESC Report

J3 will refine the 90% GESC report and Operation and Maintenance Manual per sub-task 4.7 based on comments received by the governing agencies to produce the 100% GESC Reports.

5.5 Final Design Review Meeting

J3 will schedule and coordinate a final design review meeting to be attended by the project's primary stakeholders. J3 will prepare final plans and submit an appropriate number of copies to the affected agencies for their review and comment at the design review meeting. This submittal will occur twenty one (21) days prior to the review meeting. At the conclusion of the meeting, J3 will prepare and distribute minutes to all attendees.

5.6 Final Construction Contract Documents - J3 will address all comments received at the Final Design Review Meeting and Final Public Meeting. J3 will provide the plans and specifications, bid schedule, and construction contract documents to the CLIENT. Quantities will be tabulated for all pay items, including but not limited to earthwork, concrete, riprap, landscaping and drainage elements. J3 will prepare a final opinion of probable cost. The contract documents will incorporate all project technical specifications and special provisions as required.

Task 6 – CLOMR

This task specifically addresses the work necessary to file the CLOMR application to UDFCD and FEMA. MT-2 Application, a CLOMR Report, hydraulic analyses, and construction documents will all be included with the CLOMR submittal. The hydraulic analyses and preparation of construction documents were completed under Task 4.

6.1 CLOMR Application

As part of the CLOMR submittal, a MT-2 Application will be submitted with the CLOMR Report. The application needs to be signed by the Community Official(s) and Property Owner and requires information necessary for processing the application. J3 will prepare the Application and coordinate obtaining signatures from the representative parties.

6.2 CLOMR Report

J3 will prepare a detailed report documenting the Hydraulic Modeling and CLOMR Application. J3 will finalize all hydraulic modeling in accordance with FEMA criteria and will prepare all application materials to obtain a CLOMR for this project. Urban Drainage will review and provide comments that will be addressed as necessary to obtain approval. The current review fee for the CLOMR is \$4,800. Once the CLOMR is approved and construction has occurred, a subsequent LOMR must be applied for to physically change the map and the tasks required for the LOMR as described in Task 8.

Task 7 – Construction Observation

J3 believes it is imperative that once construction begins, that the design team has a regular on-Site presence to answer construction related questions and respond to requests for information.



7.1 Construction Observation

J3 has provided our billable rate sheet with this Scope of Services. Construction observation will be completed on a time and material basis as necessary.

Task 8 – LOMR

This task specifically addresses the work necessary to file the LOMR application to UDFCD and FEMA. MT-2 Application, a LOMR Report and hydraulic analyses will all be included with the LOMR submittal.

8.1 Incorporate As-Built Information

After construction is complete, an as-built survey of the stream improvements must be completed. J3 assumes that the surveyor utilized by PJMD will be the surveyor of record and will be contracted with PJMD directly.

8.2 Hydraulic Analyses

Hydraulic analyses are necessary to determine the floodplain delineation as part of the remapping process. The as-built topography and structures would be incorporated into a model and hydraulic analyses would be conducted.

8.3 LOMR Application

As part of the LOMR submittal, a MT-2 Application will be submitted with the LOMR Report. The application needs to be signed by the Community Official(s) and Property Owner and requires information necessary for processing the application. J3 will prepare the Application and coordinate obtaining signatures from the representative parties.

8.4 LOMR Report

J3 will prepare a detailed report documenting the Hydraulic Modeling and LOMR Application. J3 will finalize all hydraulic modeling in accordance with FEMA criteria and will prepare all application materials to obtain a LOMR for this project. Urban Drainage, on behalf of FEMA, will review and provide comments that will be addressed as necessary to obtain approval. The current review fee for the LOMR is \$4,800.



BUDGET DELINEATION:

The total anticipated project budget for the Scope of Services is as follows:

TASK 1.0 – Project Goals and Criteria

- 1.1 Notice to Proceed
- 1.2 Project Site Visit
- 1.3 Development of Project Goals
- 1.4 Pre-Design Meeting

Budget \$4,978

TASK 2.0 – Data Collection

- 2.1 Geotechnical Investigation Coordination
- 2.2 Tree Inventory Survey Coordination
- 2.3 Ecological Assessment Coordination
- 2.4 Historic Flow Analysis
- 2.5 Detailed Survey of the Main Channel Corridor

Budget \$6,622

TASK 3.0 – Permitting and Project Coordination

- 3.1 Wetland Regulations
- 3.2 Endangered Species Regulations
- 3.3 Migratory Bird Regulations
- 3.4 Clean Water Act Regulations
- 3.5 UDFCD, SEMSWA, City of Centennial Meetings
- 3.6 Colorado Division of Wildlife
- 3.7 Army Corp of Engineers
- 3.8 State Engineers Office

Budget \$16,101

TASK 4.0 – 90% Final Construction Document Design

- 4.1 Low Impact Design Concepts
- 4.2 Channel Design and Hydraulic Analysis
- 4.3 Landscaping, Ecology, and Trail Design
- 4.4 90% Construction Documents
- 4.5 90% Design Report
- 4.6 90% GESC Plans
- 4.7 90% GESC Report
- 4.8 Project Easements
- 4.9 90% Design Review Meeting
- 4.10 Public Stakeholder Meeting

Budget \$77,388



TASK 5.0 – Final Construction Document Design

- 5.1 Final Construction Documents
 - 5.2 Final Design Report
 - 5.3 Final GESC Plans
 - 5.4 Final GESC Reports
 - 5.5 Final Project Easements
 - 5.6 Final Design Review Meeting
 - 5.7 Final Construction Contract Documents
- Budget \$35,458**

TASK 6.0- CLOMR

- 6.1 CLOMR Application
 - 6.2 CLOMR Report
- Budget \$8,851**

TASK 7.0 –Construction Administration (Bid Alternate)

- 7.1 Construction Administration
- Time and Materials**

TASK 8.0 –LOMR

- 8.1 Incorporate As-Built Information
 - 8.2 Hydraulic Modeling
 - 8.3 LOMR Application
 - 8.4 LOMR Report
- Budget \$22,189**

TOTAL TASK I – VII (J3) Budget \$171,587

SUB-CONSULTANT FEES

- Valerian, LLC (Landscape Planner).....\$30,000
- ERO Resources Corporation (Natural Resources Consultant).....\$10,560
- The Restoration Group\$20,000
- Geotechnical Engineer\$9,000
- Surveyor (Cal Vada)\$3,640

TOTAL ESTIMATED PROJECT COST Budget \$244,787

Reimbursable expenses are estimated at 5% of the contract value and will be billed directly to the CLIENT at cost.

**J3 Engineering Consultants, Inc. appreciates this opportunity to submit
this Scope of Services and is dedicated to providing an outstanding level
of service for the project.**



List of Assumptions

J3 Engineering Consultants, Inc has made the following assumptions in preparing this Scope of Service and related fees. The information provided to J3 Engineering for this proposal may not have been complete, and therefore assumptions had to be made. If the following assumptions are incorrect, J3 Engineering reserves the right to submit to the Client an addendum to the Scope or a change order to complete the work proposed.

- i. This Scope of Services specifies a detailed topographic survey of an approximately 200 – 300 foot wide corridor along the main channel of Cherry Creek through the project area. A topographic survey of the entire property will not to be completed under this Scope of Service. The survey will then be coupled with existing topography of the overbanks and property. The assumption made for this Scope of Services is that the overlay of the revised main channel topography and the overbank topography are consistent and can be combined within a reasonable tolerance of error.



Specific Exclusions

J3 Engineering Consultants, Inc. specifically excludes the following items from the proposal. If said items are required by the Client, a separate contract can be prepared.

- i. Design staking and/or construction staking for any onsite or offsite improvements, including but not limited to; curb, gutter and asphalt, grading, utility line work, under drain system, lift stations, force mains, or structures such as box culverts, detention/water quality ponds, dams, bridges, or channel improvements.
- ii. Annexation, condominium maps and plats, model maps.
- iii. Specification preparation.
- iv. Plot Plans/Lot matrix, or State Plane coordinate ties, Record Drawings
- v. Pavement Design
- vi. Fugitive Dust and other Permits
- vii. Legal Descriptions and Drawings which are not specifically outlined in the Scope.
- viii. Lot grading Checks, Improvement Location Certification Surveys.
- ix. Retaining Wall Design beyond depicting designed locations and elevations.
- x. Structural calculations of any kind, even for items called for on the civil plans.
- xi. Redesign of existing engineering plans by other companies.
- xii. Traffic Impact Analysis or Studies for this Site.
- xiii. Updates to the Master Utility Study or Master Drainage Study to incorporate this Site, if required.



Items Provided by Others Not Included in this Scope

J3 Engineering Consultants, Inc. assumes the following information will be provided by the Client or its trade partners as ancillary information for the completion of the provided Scope of Services.

- i. Geologic Hazard Report.
- ii. Existing Drainage & Utility Studies.
- iii. The Traffic Impact Analysis.
- iv. Air rights covenant and/or avigation easement.
- v. Referral packages preparation with the exception of the construction plan packages.
- vi. Air pollution emissions notice.
- vii. Neighborhood coordination.
- viii. Fee's required for review, approval and permitting.
- ix. Meter sizing and fire system design/sizing.
- x. Architectural/Mechanical Plans.
- xi. Any supporting documents not specifically covered in the attached Scope of work will be provided by others.
- xii. All previous engineering drawings prepared for this Site both in hard copy and digital AutoCAD formats.
- xiii. The Existing Conditions Map

EXHIBIT B
SCHEDULE OF PROFESSIONAL FEES

J3 Engineering Consultants, Inc.
3151 S. Vaughn Way, Ste. 680
Aurora, CO 80014



2008 - 2009 Rate Sheet:

<u>Title</u>	<u>2008 - 2009 Rate</u>
Principal	\$130
Project Manager	\$111
Project Engineer	\$99
Senior Civil Designer	\$90
Civil Designer	\$82
CAD Technician II	\$76
CAD Technician I	\$66
Administrative Assistant	\$50

EXHIBIT C
REQUIRED INSURANCE COVERAGE

1. Workers' Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each occurrence; \$2,000,000.00 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000.00 combined single limit bodily injury and property damage, each accident.
4. Professional liability insurance in the amount of \$1,000,000.00 each occurrence