



August 20, 2009

Parker Jordan Metropolitan District  
Attn: Mr. Bob Blodgett  
R.S. Wells L.L.C.  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, Colorado 80111

RE: Proposal to Prepare and Process Location & Extent and Construction Drawings for the Alternative Regional Trail

Dear Bob:

Mulhern MRE, Inc. ("MMRE") is pleased to submit this proposal to provide engineering services to complete the Location & Extent Plan ("L&E") submittals and the Final Construction Drawings for the Parker Jordan Metropolitan District's ("PJMD") Alternative Regional Trail. Specifically, the items to be included are the following:

**1. Location & Extent Plans**

- 1.1 Site Plan – MMRE will prepare Site Plan showing the proposed location and alignment of the trail, walls and fencing, with dimensions to all the existing features. The Plan will show the existing zoning of the properties to be used and the zoning and residential density of all adjacent properties. In addition, all existing tracts, lots, easements, structures, utilities and topography will be identified.
  - 1.2 Grading Plan – MMRE will develop a Grading Plan detailing the final surface elevations of for the proposed trail. The Grading Plan will include delineation of the 100-year floodplain, the location and heights of any walls necessary to maintain allowable longitudinal slopes along the trail alignment. The Grading Plan will include a preliminary analysis of cut/fill quantities and quantities of import/export.
  - 1.3 Administrative Items – MMRE will prepare the application forms for Arapahoe County planning and engineering, the Letter of Intent, a Floodplain Development Permit, and waiver letters, if required. Since a majority of the project is in the County, the City of Centennial will process administratively and defer to the County's formal process. We will assemble the submittal packages, referral packets, attend the presubmittal meetings, provide coordination among review agencies, and provide reproducibles for signature. Application and
-

review fees are assumed to be paid to Arapahoe County by the PJMD. Reimbursable expenses such as copies, blueprints, mylars, postage and messenger services will be billed at cost.

- 1.4 Drainage Report – MMRE will analyze the affects of additional trail imperviousness to the existing drainage basin and prepare a letter summarizing these results and conclusions. It is anticipated that the trail construction will have a negligible affect on the overall developed flows and water quality of the basin. Efforts will be made, when possible, to improve drainage conditions on adjacent lots in Southcreek. At a minimum, we will ensure that no existing drainage problems are increased.
- 1.5 Grading Sediment and Erosion Control (GESC) Plan - MMRE will prepare a GESC plan and report per the Arapahoe County standards, and process this plan through Arapahoe County to obtain a grading permit.

## **2. Final Construction Drawings**

- 2.1 Final Grading and Control Plan– MMRE will refine and finalize the finished grading plan, adding coordinate control points to construct the proposed trail and fence alignments and locate walls. Final earthwork calculations will be developed as needed and we will provide quantities of cut, fill, and import/export.
- 2.2 Specifications – MMRE will prepare technical specifications for the facilities included in this contract, including grading and earthwork.
- 2.3 Processing/Approvals – MMRE will complete necessary submittals and processing to gain approval of the drawings by the appropriate governmental entities.

It is assumed that the trail can be accomplished with negligible changes to grades within the floodplain and no significant floodplain analyses and submittals will be required for SEMSWA, UDFCD, or FEMA. We will identify the location and height of landscape/retaining walls required to accomplish the necessary grades within the allotted trail easements. Structural design of walls, if needed, and costs associated with Services During Construction are not included here.

MMRE will complete the Location and Extent, construction drawings, administrative items and appurtenant materials for the following fees. The fees are divided into the specific subtasks. Total costs for the work are estimated at \$10,500. This work is proposed on a time and material basis to be billed monthly, according to the Rate Schedule in the attached contract.

**1. Location and Extent**

1.1	Site Plan	1,000
1.2	Grading Plan	2,000
1.3	Administrative Items	1,500
1.4	Drainage Report	1,500
1.5	GESC Plan and Report	2,000

**Subtotal** **\$ 8,000**

**2. Construction Drawings Fee Estimate**

2.1	Final Grading and Control Plan	1,500
2.2	Specifications	500
2.3	Processing/Approvals	500

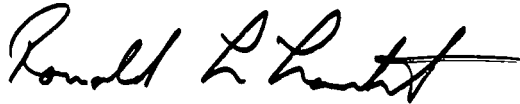
**Subtotal** **\$2,500**

**Total** **\$10,500**

I hope that this proposal is sufficient to meet your needs. If I can answer questions or provide further information, please do not hesitate to contact me.

Sincerely,

MULHERN MRE, INC.



Ronald L. Lambert, P.E.  
Principal

Enclosures

## AGREEMENT

Subject: Alternate Regional Cherry Creek Trail  
Engineering Design Services

Date: August 20, 2009

MULHERN MRE, INC. ("Consultant") agrees to perform professional consulting engineering services for the PARKER JORDAN METROPOLITAN DISTRICT ("Owner"), and the Consultant and Owner agree to the terms and conditions outlined below:

1. DESCRIPTION OF SERVICES TO BE PERFORMED:

Engineering services for the preparation and processing of construction drawings and plans related to the design of an Alternate Regional Cherry Creek Trail connection in an alignment generally following the South Creek Subdivision property line. The work includes the plans, construction documents and studies needed for the County's required Location & Extent submittal process and Planning Commission approval, Grading Erosion and Sediment Control (GES) plans as required by Arapahoe County, City of Centennial and SEMSWA, and the construction drawings required to bid the trail construction. We will work with the Landscape Architect and Owner to develop a cost conscious plan that, to the extent practicable, meets the needs of the Owner, adjacent homeowners and trail users. A Task and Fee Estimate is included in the attached Proposal (Exhibit A).

2. TERM OF AGREEMENT:

The term of this Agreement shall be from Notice To Proceed, approximately August 20, 2009, to completion of the Location & Extent process and bidding of the work, approximately October 20, 2009, unless earlier terminated by either party with or without cause by providing thirty (30) days written notice to the other party.

3. COMPENSATION: Time & Materials: \$ 10,500.00

Fee Schedule: Compensation for basic and special services provided under this Agreement shall be on a time and materials basis at the rates listed on the attached Fee Schedule.

Compensation for services provided under this Agreement shall be on a time and materials basis. Materials will be billed at cost. Time will be billed per the attached schedule of hourly rates.

4. PAYMENT SCHEDULE, TERMS AND CONDITIONS:

Billings will be submitted at the beginning of each month for services performed the previous month. Payment is due within thirty-one (31) days of receipt of invoice. All accounts not paid with thirty-one (31) days of Invoice Date are subject to a FINANCE CHARGE of 18% on the unpaid balance.

5. OWNERSHIP OF WORK PRODUCT/DISCLOSURE:

All information gathered and/or produced in connection herewith (the "Work Product") shall be and remain the property of the Owner, whether or not in final form. Owner shall be entitled to obtain possession of the entire design documents (or such portion for which payment has previously been made) at any time. Should the Owner make use of the design documents assembled under this Agreement for a use not included under the scope of this Agreement, Owner shall assume all liability for such reuse.

6. INSURANCE:

The Consultant shall maintain, at the Consultant's expense, insurance with the amounts set forth below:

A. Workmen's Compensation and Employees Liability

At least statutory limits of \$100,000 each accident; \$500,000 policy limit; and \$100,000 each employee.

B. Comprehensive General Liability:

\$1,000,000 each occurrence and in the aggregate in combined single coverage for bodily injury and property damage, \$2,000,000 general aggregate.

C. Automobile Liability:

\$500,000 each accident for bodily injury  
\$300,000 each person for bodily injury  
\$500,000 each accident property damage

**OR: A COMBINED SINGLE LIMIT OF \$500,000**

D. Professional Liability:

\$1,000,000 aggregate limit

Certificates of Insurance showing the Consultant is carrying the above-described insurance will be provided to the Owner, at the request of the Owner. All certificates of insurance will include language stating that should the insurance policy be canceled before its expiration date the insurance company shall provide 30 days written notice to the Owner. The Owner shall be listed as "additional insured" on the comprehensive liability insurance policy/certificates and all automobile liability insurance policy/certificates.

7. INDEMNIFICATION:

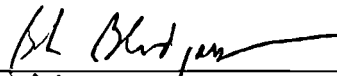
Consultant agrees to indemnify and save the Owner harmless from and against all claims, liability, damages, suits or actions, which may be incurred by or brought against the Owner on account of an error, omission or negligent act in the performance of Consultant's work under this Contract.

8. ACCEPTANCE OF AGREEMENT:

CONSULTANT and OWNER herewith accept the proposal and terms of this Agreement as acknowledged below:

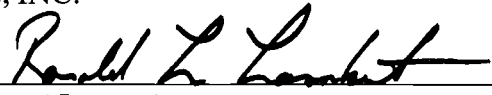
OWNER:

PARKER JORDAN METROPOLITAN DISTRICT

By:   
Name: Bob Blodgett  
Title: Manager  
Date: 8.20.09

CONSULTANT:

MULHERN MRE, INC.

By:   
Name: Ronald L. Lambert  
Title: Principal  
Date: 8/20/09

**MULHERN MRE, INC.**  
**SCHEDULE OF HOURLY RATES**  
**DISTRICT CLIENTS**  
**2009**

Principal	Patrick F. Mulhern, P.E.	\$110.00
Project Manager	Ronald L. Lambert, P.E.	\$ 94.00
Project Manager	Mitch Chambers	\$ 94.00
Project Engineer	Mark Skocik	\$ 70.00
Project Engineer	Scott Barnett	\$ 70.00
Engineer	Luis Tovar	\$ 60.00
Technical Support	Roger Mason	\$ 55.00
Technical Support	Mat Pelligrini	\$ 54.00
Office Manager	Laurie Tatlock	\$ 63.00
Administrative/ Customer Service	Niki Bussey	\$ 54.00
Administrative/ Customer Service	Kelly Chinnick	\$ 51.00