

Agreed
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Blodgett
GA
File
1/14/2010

Agreement for Professional Services

Project: Time and Materials Contract #10-005
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") projects. 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.

Scope of Services

Under this agreement Valerian will continue to work on behalf of the Parker Jordan Metropolitan District at their discretion. This agreement will consolidate all of our Parker Jordan Metropolitan District contracts and change orders into one Time and Materials Contract, #10-005. The current projects that we are under contract for are included in Attachment A.

*Valerian is also working with Muller Engineering on the Eco Park stream corridor reclamation project but this contract will need to remain with Muller and will not be included in this scope of work for the District.

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 duty 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 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

2734 West 28th Avenue Denver CO 80211 phone 303.347.1200
94 Pike Street, Suite 36 Seattle WA 98101 phone 206.682.1100
www.valerianllc.com

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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 subcontractor 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 E-Verify Program or the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department 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 E-Verify Program or the Department Program prior to entering into this Agreement, that Valerian shall apply to participate in the E-Verify Program or Department Program every three (3) months until Valerian is accepted or this Agreement has been completed, whichever is earlier. Valerian shall not use E-Verify Program or Department 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 District may terminate this Agreement for breach of contract, and Valerian shall be liable for actual and consequential damages to the District.
- B. If Valerian obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Valerian shall:
- (1) Notify the subcontractor and the District within three (3) days that Valerian has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-paragraph (1) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien."

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.

Amendment 54 Compliance



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1/14/2010

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.

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,

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Time and Materials Contract #10-005 Authorization Page

I hereby authorize Valerian llc. to proceed with projects that are requested by the Board (Parker Jordan Metropolitan District representatives) 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 ____ day of _____, 2010.

By: _____ Title: _____

Organization: _____

