

CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT
WITH GRANT STREET VENTURES, LLC

THIS CONSTRUCTION MANAGEMENT CONSULTING AGREEMENT (the "Agreement") is entered into to become effective as of the 21 day of ~~January~~ 20 10 by and between the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado (the "District") and GRANT STREET VENTURES, LLC, a Colorado limited liability company (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 the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., for the purpose of the provision of certain public improvements, facilities and services, to and for the use and benefit of its inhabitants and 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, included among the Board's powers, pursuant to C.R.S. § 32-1-1001, is the power to enter into contracts and agreements affecting the affairs of the District; to manage, control and supervise the business and affairs of the District; and to appoint, hire and retain agents, consultants, employees and contractors; and

WHEREAS, the District has a number of construction projects, which include but are not limited to construction of the Parker Jordan Open Space trails, amenities, channel and stream corridor improvements and construction of the Broncos Parkway Trailhead (the "Projects"); and

WHEREAS, to effectively implement the Projects, the District has determined that it will require construction management services; and

WHEREAS, the Consultant has represented that it has the professional experience, skill and resources to perform the Services, as defined herein; and

WHEREAS, the District desires to engage the Consultant to perform the Services; and

WHEREAS, the Parties desire to set forth their understanding with respect to the Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES. The Consultant shall perform the services specified in Exhibit A, attached hereto and incorporated herein by this reference (the "Services"). The Consultant shall perform the Services in accordance with standard practices in the State of Colorado and County of Arapahoe and shall use trained and properly supervised personnel in performing the Services.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date of execution of this Agreement 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 Paragraph 7.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. Compensation for the Services, including reimbursable expenses, provided under this Agreement shall be based upon a rate of 5% of the gross hard construction costs of a Project. 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. 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:

- i. 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
- ii. 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
- iii. 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

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

C. 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.

4. 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 Consultant has no authority to hire or contract on behalf of the District and shall not make any representation to the contrary. 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 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.**

5. SUBCONTRACTORS. It is the intent of the Parties for the District to contract directly with any subcontractors related to the Contract; however, in the event the Consultant retains any subcontractors, the Consultant shall comply with the following provision:

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 subcontractor engaged by the Consultant. Use of any subcontractor by the Consultant shall be pre-approved in writing by the District. To obtain such approval, the Consultant shall submit the name of the subcontractor, 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 subcontractor to perform Services under this Agreement shall contain an indemnification provision

identical to the one contained herein holding the District harmless for the negligent or tortious acts of the subcontractor. 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 subcontractor shall provide evidence of insurance coverage to the District as provided in Paragraph 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.

6. 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 and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Consultant's performance of the Services does not meet this standard, the Consultant shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

B. The Services of the Consultant shall be undertaken and completed to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by Consultant is delayed due to factors beyond the Consultant's reasonable control, or if conditions of the scope or type of services are expected to change, Consultant shall give timely notice to the District of such a delay or change and receive an equitable adjustment of compensation, as negotiated between the Parties.

C. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes.

D. All Services shall be performed in compliance with all applicable state, local and federal laws, statutes, codes, ordinances, executive orders and rules and regulations in effect when the Services are complete.

E. The responsibilities and obligations of the Consultant under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District.

G. Acceptance of the Services or any documents performed or prepared by the Consultant by the District shall not relieve the Consultant of any responsibility for deficiencies, omissions or errors in said Services or documents.

H. The District shall provide the Consultant with all known information, conditions, standards, criteria, and objectives which affect the Services and the Consultant shall be able to rely upon such information. The District shall provide the Consultant with reasonable access to any work sites necessary for completion of the Services, as the District is authorized to do so under applicable law.

7. TERMINATION. The District may terminate this Agreement not-for-cause in whole or in part, by delivering to Consultant a written notice of such termination specifying the extent of termination and the effective date, not less than ten (10) days after the date of notice. If this Agreement is terminated, the Consultant shall be paid for Services satisfactorily performed prior to the designated termination date, including direct 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.

Either Party may terminate this Agreement for cause by giving notice to the other Party, specifying the default, which default may include but is not limited to, a failure by the District to pay the sums due to Consultant in accordance with this Agreement for a period of ninety (90) days and a failure by the Consultant to substantially perform its obligations under this Agreement in a timely manner. The Party receiving the notice shall cease all performance under this Agreement immediately upon receipt of the notice. Such notice shall 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. If this Agreement is terminated, the Consultant shall be paid for Services satisfactorily performed prior to the designated termination date, including direct 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.

8. CONSULTANT'S INSURANCE.

A. The Consultant shall acquire and maintain throughout the entire term of this Agreement, including any extensions of the term, statutory workers' compensation insurance coverage, comprehensive general liability insurance coverage and automobile liability insurance coverage in the minimum amounts set forth in Exhibit B, attached hereto and incorporated herein by this reference. Any policy of insurance obtained to comply with this Paragraph 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 automobile liability insurance, a waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for each coverage provided. All coverages provided pursuant to this Paragraph 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.

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

C. 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 shall indemnify and hold harmless the District and its directors, officers, contractors, employees and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorneys' fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity to the extent arising out of or connected with the performance of this Agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of the Consultant or its employees, officers and agents; except to the extent that such injury, death or damage is occasioned by the sole negligence or willful misconduct of the District or its contractors or their respective employees, officers and agents.

This indemnity clause shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense. The District retains the right to disapprove counsel, if any, selected by the Consultant to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the District's protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. WORK PRODUCT. All work product of the Consultant prepared pursuant this Agreement, including, but not limited to, all plans, drawings, specifications, reports, electronic files and other documents, in whatever form ("Work Product"), shall become, upon payment by the District consistent with this Agreement, the property of the District under all circumstances, whether or not the Services are completed. The District agrees not to alter the Work Product and not to use the Work Product for any purpose other than that intended by this Agreement. All other Work Product shall be provided to the District upon request. The Consultant shall maintain copies on file of any such Work Product involved in the Services for five (5) years, 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 five (5) years during which the Consultant must retain copies of all Work Product involved in the Services, the District may obtain copies of the Work Product by paying printing or reproduction costs as set forth above.

11. 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, by the other Party, shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the

District 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 following:

To the District:

Parker Jordan Metropolitan District
c/o RS Wells, LLC
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Attn: Bob Blodgett, Manager

With a copy to:

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

To Consultant:

Grant Street Ventures, LLC
9145 East Kenyon Avenue, Suite 320
Denver, Colorado 80237
Attn: Daniel R. Sheldon, Principal

Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Party in the manner provided in this Paragraph.

12. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

14. AMENDMENT AND MODIFICATION. This Agreement may be amended or modified only in writing signed by both Parties.

15. BINDING EFFECT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties hereto.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Project and sets forth the rights, duties and obligations of each

Party 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 the Parties.

17. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, the unenforceable or invalid part shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall be carried out with the same force as if the severed portions had not been part of this Agreement, provided that the Parties both agree that the severed provision does not alter the intent and/or purpose of the Agreement.

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

19. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other 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.

20. DISPUTE RESOLUTION. The Parties agree that all claims, disputes or controversies arising between the Parties which relate in any way to this Agreement, which are not otherwise resolved by the Parties, shall be brought in the District Court in and for Arapahoe County, State of Colorado, and that venue for all such actions shall lie only in Arapahoe County, State of Colorado. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Consultant shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated. 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 shall award costs and expenses to the prevailing Party, such costs and expenses to include reasonable attorneys' fees. Otherwise, each Party shall pay its own costs and fees for litigation. At the District's request, the Consultant will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. Consultant shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Consultant's Services in a timely manner.

21. 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.

22. DISTRICT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The Consultant expressly understands and agrees that the District's obligations hereunder shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of District funds.

23. 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.

24. UNDOCUMENTED WORKERS.

A. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a subcontractor who fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Execution of this Agreement by Consultant shall constitute a certification by Consultant that it does not knowingly employ or contract with an illegal alien and that the Consultant has participated or attempted to participate in the Employment Verification Program administered by the United States Department of Homeland Security, ("E-Verify Program") in order to verify that it does not employ any illegal aliens.

B. Consultant shall comply with the following:

i. Consultant shall confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program. Consultant shall participate in the E-Verify Program until all Consultant requirements under this Agreement are completed.

ii. Consultant shall not utilize the E-Verify Program procedures to independently undertake pre-employment screening of job applicants while under this Agreement.

iii. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien the Consultant shall be required to:

a. Notify the subcontractor and the District within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the contract with the subcontractor if within three (3) days of receiving notice from the Consultant, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contacted with an illegal alien.

iv. Consultant shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

C. If Consultant violates any provision of this Agreement, District may terminate the Agreement immediately and Consultant shall be liable to District for actual and consequential damages of District resulting from such termination and District shall report such violation by Consultant to the Colorado Secretary of State as required by law.

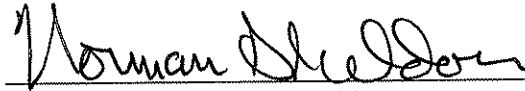
25. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. AMENDMENT 54 COMPLIANCE. To the extent required by law, Consultant shall comply with Article XXVIII, Sections 15 through 17 of the Colorado Constitution (also known as Amendment 54) as they may apply to Consultant. Further, Consultant warrants that it is fully apprised of the provisions of Amendment 54.

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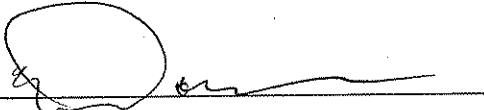
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PARKER JORDAN METROPOLITAN DISTRICT



Norman A. Sheldon, President

ATTEST:



Don Leyn, Secretary

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



GRANT STREET VENTURES, LLC, a Colorado limited liability company

Daniel R. Sheldon

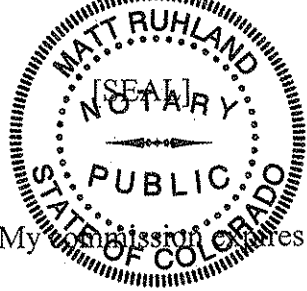
Daniel R. Sheldon, Principal

STATE OF COLORADO)

) ss

COUNTY OF Chengaloo)

Subscribed and sworn to before me on this 21 day of January 2010, by Daniel R. Sheldon as Principal of Grant Street Ventures, LLC, a Colorado limited liability company.



[Signature]

Notary Public

My commission expires 10/13/2012

EXHIBIT A
Services

1. Attend regularly scheduled Project meetings with both the contractor and the consultants to ensure that the Projects remain on schedule and within budget;
2. Perform regular site visits to ensure that the Projects are being constructed properly and that the contractor's periodic schedule updates accurately reflect the actual physical state of the work;
3. Consult with consultants and contractor to resolve design/construction problems;
4. Review contractor Change Order requests to determine merit, negotiate reasonable charges and affect design solutions to minimize associated costs;
5. Review the contractor's monthly requisition for payment, analyze same, and recommend appropriate payment;
6. Supervise contract close-out negotiations with the contractor and recommend final payment amounts as they relate to retainage of funds and the acceptability of work in place;
7. Coordinate transfer of equipment operation manuals and warranty documentation;
8. Advise the District to consult other experts on matters which are beyond the expertise of the Consultant; and
9. The Consultant will not provide the following as part of the Services under this Agreement:
 - a. legal or tax advice; or
 - b. preparation of legal documents.

EXHIBIT B
Insurance Requirements

1. Workers' Compensation Insurance in accordance with applicable law, including employers' liability.
2. Commercial 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. Coverage shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. blanket contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and
 - i. care, custody and control coverage.
3. Automobile liability insurance in amounts that meet or exceed the Colorado automobile insurance minimum requirements.
4. Professional liability coverage in the amount of \$1,000,000.00 each claim and in the aggregate covering the negligent acts or omissions of the Consultant and/or its subcontractor in the performance of this Agreement.
5. All coverages specified above, with the exception of commercial automobile liability insurance, shall waive any right of subrogation against the District and its directors, officers and employees. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."