

AGREEMENT

Subject: PARKER JORDAN METROPOLITAIN DISTRICT ENGINEERING SERVICES

Date: 11/5/12

Description: INFRASTRUCTURE DUE DILEGENCE AND SITE ANALYSIS REPORT FOR POTENTIAL DISTRICT RECREATION CENTER LOCATED AT **SOUTHCREEK COMMONS**.

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: Scope See attached letter - Exhibit A.
2. ESTIMATED TIME SCHEDULE: (Start) Upon receipt of executed contract.
(Time) approximately 2 weeks
3. PROFESSIONAL FEE: () Lump Sum Fee: \$ _____
(X) Maximum Fee: \$ 3,000

COMPENSATION:

Fee Schedule: Compensation for basic and special services provided under this Agreement shall be on a time and material basis not to exceed the above Maximum Fee.

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 Client, whether or not in final form. Client 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 Client make use of the design documents assembled under this Agreement for a use not included under the scope of this Agreement, Client 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 for Workmen's Compensation and \$1,000,000 each accident; \$1,000,000 policy limit; and \$1,000,000 each employee for Employees Liability.

B. Comprehensive General Liability:

\$2,000,000 each occurrence and \$4,000,000 in the aggregate in combined single coverage for bodily injury and property damage.

C. Automobile Liability:

A combined single limit of \$1,000,000 for Bodily Injury and Property Damage.

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 Client, at the request of the Client. 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 Client. The Client 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 Client harmless from and against all claims, liability, damages, suits or actions, which may be incurred by or brought against the Client 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 CLIENT herewith accept the proposal and terms of this Agreement as acknowledged below:

CLIENT:

By: _____

November 6, 2012

Name:
Title:
Address:

Date:

CONSULTANT:

By:
Name: **Bill Hayne MULHERN MRE, INC.**
Title: **Director of Civil Engineering Services**
Address: **2 Inverness Drive East, Suite 200,
Englewood, CO 80112**
Date: **November 5, 2012**