

**AGREEMENT FOR INTERIM PLANNING SERVICES
BETWEEN THE CITY OF CASTLE PINES NORTH AND
CH2M HILL, INC.**

THIS AGREEMENT, made and entered into this 28th day of May, 2008, by and between the **CITY OF CASTLE PINES NORTH**, a municipal corporation (the "City"), and CH2M HILL, Inc., a Florida corporation authorized to do business in Colorado (the "Consultant"). Collectively, City and Consultant shall be referred to as the "Parties".

RECITALS

WHEREAS, the City is newly incorporated; and

WHEREAS, the City anticipates hiring one or more private contractors to provide regular land planning and related services appropriate for the efficient operation and administration of the City; and

WHEREAS, until such time as the City obtains such regular services, the City is in need of obtaining land planning and related services on an interim basis; and

WHEREAS, by Resolution 08-01, the City appointed the firm of CH2M Hill as interim planner for the City of Castle Pines North, to serve at will and at the pleasure of Council, with the other terms and conditions of the appointment to be set forth in a written contract; and

WHEREAS, the City desires to engage the Consultant to render the interim planning services and to set forth the terms and conditions of the appointment made by Resolution 08-01; and

WHEREAS, the City has the authority to charge and collect fees in connection with the planning services it provides through Consultant; and

WHEREAS, the Consultant has the ability to assist the City through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: The Mayor, (the "Authorized Representative"), is designated as Authorized Representative of the City for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement. For purposes of this Agreement, the Consultant's designated representative will be Don Howell.

2. SCOPE OF SERVICES: Consultant shall perform all services described in Exhibit A (the "Interim Planning Services"), attached hereto and incorporated herein and shall submit an invoice to the City in accordance with the Compensation section listed below.

The City may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, when mutually agreed upon between the City and Consultant, shall become part of this Agreement, provided any such change is in writing and signed by the Authorized Representative and by an authorized representative for the Consultant. If agreed to by both Parties, Consultant will, within a reasonable time period (generally within ten (10) business days) provide to the City in writing a price and modification to services for the proposed addition to services. Any changes that are mutually agreed upon between the City and the Consultant shall be made in writing and upon execution by both Parties and shall become an amendment to this Agreement. Unless otherwise stated in the estimate, Consultant will invoice the City on the next billing cycle after completion of the addition to services or if the change involves an ongoing new addition to the services, Consultant will include the associated adjustment to the monthly compensation amount.

If Consultant proceeds without such written change authorization, then the Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Contract. If Consultant performs any work beyond the work described in the scope of work set out in Exhibit A, it does so at its own risk.

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Consultant and the City for the use and occupancy by the Consultant of any City facilities or space.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Interim Planning Services described herein in Exhibit A, the City agrees to compensate Consultant based on the following:

a. **Monthly Hourly Billing.** The Consultant will bill the City for the Community Development Services and Use Tax Collection Services as described in Exhibit A Sections 1.0 and 3.0, at the rates and for the expenses as set forth in Exhibit B, Billing Fees and Expenses.

b. **Building Permitting and Inspection Services Billing.** The Consultant will be compensated for the building permitting and inspection services from the collection of building, plan review, permit and inspection fees ("Building Fees") as described in Exhibit A Section 2.0 through a self-funding process using the revenues generated from collection of the Building Fees for such services. The Consultant shall bill the City for the building permitting and inspection services on a separate invoice. Specifically, the City will reimburse on a monthly basis to Consultant ninety percent (90%) of the Building Fees collected in the prior month. A sample invoice, substantially in the form to be used, is attached hereto as Exhibit D.

Consultant's invoices shall be in a format acceptable to the City, shall be supported by cost information in such detail as may be required by the City and shall be sufficient to substantiate all items for a proper audit and post audit thereof. With each invoice, to the extent possible, the Consultant shall submit an activity service report detailing the services provided in accordance with Exhibit A. The City may return to Consultant for revision unsatisfactory invoices and may withhold payment thereof. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant. In the event City does not have available funds to pay in full the Consultant's monthly invoice, the Consultant shall carry forward to the next billing month, at no monthly interest charge to the City, the balance due from the City.

In the event, the Agreement terminates prior to January 1, 2009 or prior to the City paying all balances due in full to the Consultant, the City shall make payment in full no later than thirty (30) calendar days after termination, unless the Parties mutually agree to an alternate payment schedule.

The Consultant shall be considered an authorized agent of the City while providing the Interim Planning Services and shall act on behalf of the City while providing the Interim Planning Services. Should a party seeking Interim Planning Services from the City fail to pay, the City shall utilize its powers and authority to collect any and all fees due and owing to the City.

4. MAXIMUM CONTRACT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement in excess of One Hundred Thousand Dollars (\$100,000.00), unless otherwise mutually agreed upon by the Parties. The City is not under obligation to make any future apportionment or allocation to this Agreement.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on April 29, 2008, and terminate at 12:00 a.m. on January 1, 2009, unless earlier terminated as provided by the terms of this Agreement. This Agreement, at the option of the City, may be renewed for one successive term, if notice is given to the Consultant by the City on or before December 1, 2008. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all products and services received during the preceding term. This Agreement and/or any extension of this original term, shall be subject to the City's satisfaction with all services received during the preceding term.

6. REPORTING PROCEDURES: Consultant shall furnish a written report to the Authorized Representative regularly, and no less than monthly, summarizing the services rendered since the last report and, the amounts billed and the amounts collected. Consultant shall furnish such documentation as requested by the Authorized Representative.

7. CONFLICT OF INTEREST: The Consultant agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or

property described herein, and the Consultant further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of City. Nothing in this Agreement shall prohibit Consultant from being eligible to participate in any additional requests for proposals and/or requests for statements of qualifications issued by the City.

8. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever. The Consultant shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of the City's elected officials, officers, directors, agents, and employees. Consultant's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Consultant to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

9. INDEPENDENT CONTRACTOR: The Consultant is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE CITY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.** Consultant shall have and maintain the responsibility for and control of the provision of services herein, the discipline of Consultant's employees and other matters incident to the provision of services herein.

10. ILLEGAL ALIENS: The Consultant shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant affirms that he has confirmed or attempted to confirm the employment eligibility of all employees who are hired for employment in the United States through participation in the E-Verify Program formally known as the Basic Pilot Employment Verification Program jointly administered by the United States Department of Homeland Security through the United States Citizenship and Immigration Services and the Social Security Administration that Consultant does not employ illegal aliens. Consultant is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the 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 City within three (3) working days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; AND
- (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required 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 days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant is required under this Agreement to comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation the Department is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by the City. Consultant shall be liable to City for actual damages to the City resulting from such breach pursuant to §8-17.5-102(3) C.R.S. City shall also report any such breach to the Office of the Secretary of State.

Consultant acknowledges that the Department may investigate whether Consultant is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section.

11. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

12. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

13. CITY REVIEW OF RECORDS: The Consultant agrees that, upon a reasonable request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, will make available for inspection and audit upon request by the Authorized

Representative, the City Treasurer, or any of their authorized representatives, those books and records of the Consultant that are related to Consultant's work performed under this Agreement. Nothing construed herein shall be construed as a requirement that Consultant shall provide its financial records determined to be proprietary by the Consultant. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

14. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Agreement shall be the property of the City.

15. ASSIGNMENT OF COPYRIGHTS: The Consultant assigns to the City the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly.

16. TERMINATION: The City or the Consultant shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least forty-five (45) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports which are considered to be documents subject to the Colorado Open Records Act, shall become the City's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant.

17. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Consultant to: Mayor of the City of Castle Pines North
558 Castle Pines Parkway, Unit B4-208
Castle Rock, CO 80108
E-mail: mshul@castlepinesnorth-co.gov

with a copy to: Erin Smith
City Attorney for Castle Pines North
1331 17th Street, Suite 500
Denver, CO 80202
Facsimile (303) 292-6401
Email: esmith@insbcolorado.com

and by the City to:

Municipal Services, Contract Manager
9193 S. Jamaica Street, Suite 400
Englewood, CO 80112
Attn: Cynthia M. Beyer
Facsimile 720-286-0780
E-mail Cynthia.beyer@ch2m.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

19. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

21. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

22. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

23. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1st This Agreement, Sections 1 through 31.
- 2nd Request for Proposal (if applicable).
- 3rd Exhibit C- Insurance Requirements.
- 4th Exhibit A- Scope of Services.
- 5th Exhibit B- Method of Payment.
- 6th Response to Request for Proposal (if applicable).

24. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

25. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

26. INSURANCE: The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the City in the event any changes are made to the Consultant's insurance coverage during the term of this Agreement.

27. CITY EXECUTION OF CONTRACT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City, until execution by all signatories of the City.

28. CONFIDENTIALITY: During the performance of this Agreement and for all time subsequent to completion of the work under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized by the City, any and all information given to the Consultant by the City or developed by the Consultant as a result of the performance of this Agreement.

29. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Consultant's Subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal

communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Consultant, such items shall be handled in accordance with Section 2.

30. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes.

31. SERVICE BY AFFILIATES: Consultant shall perform this Agreement under the name of CH2M HILL, Inc., provided, however that CH2M HILL, Inc. may perform services under this Agreement through any wholly owned affiliates of CH2M HILL Limited and if so, such affiliates shall be bound by the terms and conditions of this Agreement to the same extent as if they had been a signatory hereof. It shall be the duty of Consultant to insure: (1) that any affiliates who conduct business for the City pursuant to this Agreement have executed all documents necessary to be legally bound to the City regarding said business; and (2) that any affiliates who conduct business for the City pursuant to this Agreement are in full compliance with the terms hereof.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the above date.

CH2M HILL, INC., a Florida corporation

BY: *Mark Lasswell*
Printed Name Mark Lasswell
Title: President CH
DATE: 6/3/08

ATTEST: (if a corporation)
Cynthia Nicolletti
Title: Contract Administrator

Signature of Notary Public Required:


STATE OF Colorado)
CITY OF Englewood) ss.

The foregoing instrument was acknowledged before me this 3rd day of June, 2008, by Mark J. Lasswell

Witness my hand and official seal
Cynthia M. Beyer
Notary Public
My commission expires: 12/14/2011



CITY OF CASTLE PINES NORTH

BY: 
Maureen A. Shul, Mayor


DATE: 5-28-08

APPROVED AS TO FISCAL CONTENT:


Doug Gilbert
Treasurer

DATE: 5/28/08

APPROVED AS TO LEGAL FORM:


Erin M. Smith
City Attorney

DATE: 5/30/08

Exhibit A SCOPE OF SERVICES

Services described in this Exhibit A will be delivered in a manner that is consistent with reasonable municipal management practices as compared with municipalities of similar size in the Colorado.

The Consultant will provide project staffing which includes contractor and subcontractor personnel sufficient to provide the services described in this Exhibit A. It is recognized that the project staffing is inclusive of shared services resources housed both inside and outside City offices. The shared services may be generally applied to any of the services described herein. The services to be provided are described below:

1.0 COMMUNITY DEVELOPMENT SERVICES

1.1 Board of Adjustment

1.1.1 Obtain and maintain existing Douglas County and Board of Adjustment files and records, including rezoning, modifications, variances, use permits and plats.

1.2 Planning and Zoning

1.2.1 Planning and zoning services shall include staffing as needed to meet the requirements herein and operating the planning and zoning functions for the City. The areas of responsibility shall include the following:

1.2.1.1 At the direction of the City, provide information to the general public as it relates to land development activities within the City.

1.2.1.2 At the direction of the City, provide information to builders and developers regarding policies and procedures related to planning and zoning within the City using procedures made available to the public.

1.2.1.3 If needed or requested, oversee the development, maintenance, and updating of the City's land use and zoning maps.

1.2.1.4 Prepare and recommend policies and procedures regarding planning and zoning activities and prepare and recommend schedules and time frames for processing land development activities, including, but not limited to, planning and zoning.

1.2.1.5 Provide information to the Mayor, City Council, Planning and Zoning Boards (such as The Planning Commission, The Board of Adjustment or other Planning and Zoning Boards as may be created by the City), and other City entities needing information regarding relevant and applicable zoning and/or planning issues.

1.2.1.6 Conduct transportation plan reviews of development plans, and review and comment on traffic impact studies for development plans.

1.2.1.7 Develop and recommend a plan for the City to issue Land Disturbance Permits, including Drainage, Erosion and Sediment Control inspections. Upon adoption, implement the plan in coordination with City staff or contractors.

1.3 Building and Development

1.3.1 Conduct activities necessary to maintain a building and development system for the City.

1.3.2 Develop and recommend a plan for the issuance of certificates of use and certificates of occupancy (COs). Upon approval, implement the plan in coordination with other City staff or contractors.

1.3.3 Inspections and permitting services shall include staffing and operating the inspections and permitting functions for the City. The areas of responsibility shall include the following:

1.3.3.1 Develop and recommend a plan for the review and inspection processes for the City. Upon adoption, implement the plan in coordination with City staff or contractors.

1.3.3.2 Develop and recommend a plan for the building permitting process for the City. Upon adoption, implement the plan in coordination with City staff or contractors.

1.4 Fee Collection

1.4.1 The Consultant shall collect the building plan review, permit and inspection fees ("Building Fees") and deposit the Building Fees collected into an account so designated by the City as the repository for the Building Fees.

1.4.2 The Consultant shall submit the first ten (10) estimates of the "Development Review Fees" to the City Council through the Authorized Representative for review. The Consultant shall collect Development Review Fees and deposit the Development Review Fees collected into an account so designated by the City as the repository for the Development Review Fees.

2.0 BUILDING PERMITTING AND INSPECTION SERVICES

2.1 The Consultant shall conduct the following services:

2.1.1 Reviewing plans and issuing permits consistent with applicable codes.

2.1.2 Building inspections.

3.0 USE TAX COLLECTION SERVICES

3.1 The Consultant shall collect the use tax ("Use Tax") on certain items taxable by law at the time building plan review, permit and inspection services are sought. The Consultant shall deposit the Use Tax collected into an account so designated by the City as the repository for the Use Taxes.

Exhibit B
RATES FOR DIRECT BILLING FEES AND EXPENSES

Labor Category	Hourly Rate
Program Director	195.00
Senior Consultant	195.00
Community Development Director	184.00
Senior Technologist/Engineer	175.00
Project Manager	135.00
Engineering Specialist/Task Leader	130.00
Senior Planner	100.00
Senior Editor/Senior Technician/ Associate Engineer	105.00
Communications Director	162.00
Project Engineer 2	90.00
Project Engineer	85.00
Staff Engineer 1/Technician 1*	80.00
Web Developer	83.00
Administrative Assistance, includes office and clerical	75.00
Engineer, Civil	130.00

These rates include allowances for salary, payroll taxes, fringe benefits, overhead, and profit, but do not include allowances for Expenses. These rates are subject to annual calendar year adjustments.

Expenses

<u>Expense Type</u>	<u>Rate</u>
Auto Mileage (Fleet Vehicle)	Current government mileage rate (currently \$0.505 /mile)
Postage/Freight	Actual
Subcontractors and Outside Services	Actual + 5%
*And other, such as Rent for office	
Space within the City	Actual
Legal Advertising	Actual
Signs for Posting of Property	Actual

*Consultant agrees not enter into any rental agreement for space unless the City consents to the rental price for the space.

Exhibit C
INSURANCE REQUIREMENTS

Insurance.

1. Consultant shall acquire and maintain in full force and effect, during the entire term of the Agreement, including any extensions hereof, and at any time thereafter necessary to protect the City and its respective elected officials, officers, employees, agents, consultants and Consultant from claims that arise out of or result from the operations under this Agreement by Consultant or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in this Exhibit C. All insurance is to be placed with insurers with an A- or better rating as determined by Best's Key Rating Guide, at Consultant's expense. Consultant's insurance shall provide that the insurer will give the City thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Exhibit C.

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount One Million Dollars (\$1,000,000.00), and Consultant shall maintain such coverage for at least two (2) years from the termination of this Agreement.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include the City of Castle Pines North as a Certificate Holder and name the City of Castle Pines North, its elected officials, officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include the City of Castle Pines North as a Certificate Holder. The City of Castle Pines North reserves the right to request and receive a copy of any policy and any endorsement thereto, should an event occur that would give rise to a claim.

3. The certificates of insurance will be attached to this Agreement as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificates shall contain the "additional insured", "waiver of subrogation" and "cancellation" conditions found in this Exhibit C. If the coverage required expires during the term of this Agreement, the Consultant

and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) calendar days prior to expiration, cancellation, termination, or material change and shall send such replacement certificates to:

Mayor of the City of Castle Pines North
558 Castle Pines Parkway, Unit B4-208
Castle Rock, CO 80108

4. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas City may immediately terminate this Agreement.

6. All coverages specified herein except professional liability shall waive any right of subrogation against the City and its officers and employees.

7. Each general liability policy and, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

(a) Consultant's insurance coverage shall be primary insurance with respect to the City and its officers and employees. Any insurance maintained by the City (or its officers and employees) shall be in excess of the Consultant's insurance and shall not contribute to it.

(b) Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

8. Failure to Comply with Reporting Provisions. Any failure on the part of the Consultant to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Consultant to provide the required coverage to the City (and its officers and employees).

9. Claims-Made Policies. If any policy is a claims-made policy, 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 years. Consultant agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. Consultant's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Agreement. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Agreement is executed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is executed by the parties hereto.

10. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Consultant shall be solely responsible for any deductible losses under the policy.

11. Additional Risks and Hazards. If the City requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, Consultant

shall obtain such insurance, if available, in a form and for a cost approved by the City, and the cost thereof shall be charged to the City.

12. The parties hereto understand and agree that the City of Castle Pines North is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City of Castle Pines North, its elected officials, officers, or its employees.

Exhibit D
SAMPLE INVOICE



CH2MHILL
OMI

9193 South Jamaica Street, Suite 400
Englewood, CO 80112
1.800.831.3243

REMIT TO: →

Operations Management International
Department 1267
Denver, CO 80291-1267

Invoice	
NUMBER DRAFT	
DATE 7-May-08	PAGE 1 of 1
PURCHASE ORDER NUMBER	
OUR REFERENCE CPNOR	
OUR PROJECT # 357406	
CUSTOMER NUMBER 123453	

Bill To: ACCOUNTS PAYABLE
CASTLE PINES NORTH (CPN)
7402 YORKSHIRE DRIVE
CASTLE ROCK, CO 80108

TERMS		DUE DATE							
NET 30		6-Jun-08							
ITEM NO	INVOICE DESCRIPTION	QTY	CREDIT	RATE	TAX	UNIT PRICE	EXTENDED	AMOUNT	
	Work completed for the Lagae Ranch Development Review.								
1	Labor and Expenses	1		1		\$8,306.72	\$8,306.72		
2	5% Markup for Outside Services (including credit adjustment from previous invoices)	1		1		\$1.85	\$1.85		
	Through Apr-08								
SPECIAL INSTRUCTIONS				SUBTOTAL		TAX		SHIPPING HANDLING	
				\$8,308.57		\$0.00		\$0.00	
								\$8,308.57	
								CURRENCY: USD	

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Beyer, Cynthia/DNV

From: Bauler, Annie/DEN
Sent: Tuesday, May 27, 2008 11:42 AM
To: Beyer, Cynthia/DNV
Subject: Emailing: Certificate.html



Statutory Officer Certification and Signature Authority

This document certifies that Mark Lasswell is a Statutory Officer, Executive Vice President of the WATER Business Group for CH2M HILL, INC (the "Company"). As a Statutory Officer of the Company, you are hereby delegated the following responsibilities and authority:

- For the WATER Business Group you may sign documents that legally bind the Company in accordance with the Enterprise Signature Policy (ESP).

You are authorized to sign for the following project type (these are not-to-exceed amounts in US currency): **All Other Projects**

- Pre Proposal - Strategic Agreement: Unlimited
 - Proposal and Prime Contract - US Federal: Unlimited
 - Proposal and Prime Contract - Commercial: Unlimited
 - Client Project Procurement - Requisition: Unlimited
 - Client Project Procurement - Obligate US Federal: Unlimited
 - Client Project Procurement - Obligate Commercial: Unlimited
 - OH Procurement - Requisition: Unlimited
 - OH Procurement - Obligate: Unlimited
- Your signature on any document constitutes legal commitment on behalf of the Company and represents that, based upon your review of the document, you agree to be held responsible and accountable for the commitments made in that document.
 - Your certification as a Statutory Officer does not constitute an employment contract, nor does it alter in any way your employment status with the Company as an employee-at-will for employees based in the United States, or as otherwise provided in your employment contract or other similar formal employment arrangement for employees based outside of the United States.
 - You have been delegated a position of trust by the Company and agree to carry out these responsibilities consistent with all applicable Policies of CH2M HILL, including but not limited to the Business Conduct, Ethics and Compliance Policies, which includes the Policy Against Transnational Bribery and Corrupt Practices (FCPA).
 - Your status as a Statutory Officer is at the discretion of the Board of Directors of the

Company; is reviewed annually; and may be revoked at any time, at the Board's discretion.

By my approval below, I hereby certify that Mark Lasswell is a Statutory Officer of the Company listed above, consistent with my authority as granted by the Company's charter documents, such as the Articles of Incorporation, the implementing bylaws or equivalent.

Dated February 22, 2008.

Signature: Bob Bailey

Name: Bob Bailey