

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN ADDENDUM TO THE SUBDIVISION IMPROVEMENT
AGREEMENT (SIA) BETWEEN ALPINE EXECUTIVE PARK (HIRED HAND, LLC) AND
ADAMS COUNTY FOR SUBDIVISION IMPROVEMENTS

Resolution 2015-231

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof; and

WHEREAS, This Addendum to the Subdivision Improvements Agreement is an addendum to the existing Alpine Executive Park Subdivision Improvements Agreement, Case No. PLT2015-00002, that was approved by the BoCC on March 17, 2015 and recorded at Reception No. 2015000019069 ("Original Agreement") and by this reference made a part hereof; and

WHEREAS, All provisions and conditions agreed to within the Original Agreement shall continue in full force and effect, subsequent to the execution of this Addendum, unless expressly amended hereby; and

WHEREAS, The Developer desires to phase development of the Property in a single phase in order to facilitate the overall development of the Property; and

WHEREAS, It is provided by resolution of the Board of County Commissioners ("BoCC"), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Addendum to the Subdivision Improvement Agreement with Alpine Executive Park (Hired Hand, LLC), a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

| | | |
|-----------|-------|-----|
| Tedesco | _____ | Aye |
| O'Dorisio | _____ | Aye |
| Henry | _____ | Aye |
| Hansen | _____ | Aye |
| Pawlowski | _____ | Aye |

Commissioners

STATE OF COLORADO)
County of Adams)

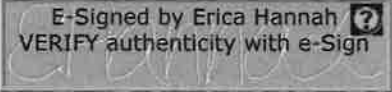
I, Stan Martin, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12th day of May, A.D. 2015.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Stan Martin:



By: E-Signed by Erica Hannah
VERIFY authenticity with e-Sign

Deputy

**ADDENDUM TO SUBDIVISION IMPROVEMENTS AGREEMENT
WITH ALPINE EXECUTIVE PARK (HIRED HAND DENVER, LLC), CASE NO.
PLT2015-00002**

THIS ADDENDUM ("Addendum") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Hired Hand Denver LLC, 7381 Washington Street, Denver, Colorado 80229 hereinafter called "Developer," and collectively referred to hereinafter as the "parties." This amended agreement ("Agreement") supplements and amends the previous subdivision improvement agreement of the parties made and entered into on or about March 17, 2015.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, This Addendum to the Subdivision Improvements Agreement is an addendum to the existing Alpine Executive Park Subdivision Improvements Agreement, Case No. PLT2015-00002, that was approved by the BoCC on March 17, 2015 and recorded at Reception No. 2015000019069 ("Original Agreement") and by this reference made a part hereof.

WHEREAS, All provisions and conditions agreed to within the Original Agreement shall continue in full force and effect, subsequent to the execution of this Addendum, unless expressly amended hereby.

WHEREAS, The Developer desires to phase development of the Property in a single phase in order to facilitate the overall development of the Property.

WHEREAS, It is provided by resolution of the Board of County Commissioners ("BoCC"), County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree to amend section five (5) of the original March 17, 2015 agreement as follows:

5. Guarantee of Compliance. Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$377,721.54, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the BoCC, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No Certificate of Occupancy (C/O) shall be issued until the improvements described in Exhibit "B" have been preliminarily accepted by the BoCC.

Developer:

HIRED HAND DENVER LLC

By: [Signature]
Name: Alex M. Orloff
Title: Partner

The foregoing instrument was acknowledged before me this 2nd day of May, 2015, by Alex M. Orloff as Partner of Hired Hand Denver LLC.

My commission expires: August 29, 2015

Address: 7475 E 84th Ave
Commerce city, CO 80022

[Signature]
Notary Public



APPROVED BY resolution at the meeting of May 12, 2015

ATTEST:

[Signature]
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chairman

EXHIBIT B

Engineer's Opinion of Estimated Costs
Project Name: Alpine Waste Public Improvements Date: 2/25/2015
Job Number: 020032 Prepared By: KJS
Project Description: SW Corner of Washington Street and 74th Ave Checked By: LJT

| Item # | Description | Quantity | Unit | Unit Cost | Total Cost |
|---------------------------|--|----------|------|-------------|--------------------|
| Washington Street | | | | | |
| | Traffic Control | 1 | L.S. | \$10,000.00 | \$10,000.00 |
| | Washington Street Asphalt Paving Patch (Assume 8' at \$3.00/SY-inch) | 66 | SY | \$27.00 | \$1,782.00 |
| | Subgrade Prep | 63 | SY | \$1.50 | \$124.50 |
| | Handicap Ramp (curb return) | 2 | EA | \$2,200.00 | \$4,400.00 |
| | 48" Vertical Curb w/ 2" Gutter Pan | 156 | LF | \$12.00 | \$1,872.00 |
| | 48" Vertical Median Curb w/ 1" Gutter Pan | 76 | LF | \$15.00 | \$1,140.00 |
| | Concrete Cross Pan | 490 | SF | \$7.50 | \$3,675.00 |
| | 5" Concrete Sidewalk | 3,188 | SF | \$3.50 | \$11,158.00 |
| | Scrap | 2 | EA | \$250.00 | \$500.00 |
| | Asphalt Removal | 33 | SY | \$1.50 | \$49.50 |
| | Sawcut | 155 | LF | \$2.00 | \$310.00 |
| | Washington Street Subtotal | | | | \$35,761.00 |
| 74th Avenue | | | | | |
| | Traffic Control | 1 | L.S. | \$5,000.00 | \$5,000.00 |
| | 74th Ave Asphalt Paving (Assume 7" at \$3.00/SY-inch) | 170 | SY | \$21.00 | \$3,570.00 |
| | Subgrade Prep | 210 | SY | \$1.50 | \$315.00 |
| | Handicap Ramp (curb return) | 6 | EA | \$2,200.00 | \$13,200.00 |
| | 74th Ave Earthwork - Fill | 125 | CY | \$7.50 | \$937.50 |
| | 48" Vertical Curb w/ 2" Gutter Pan | 813 | LF | \$12.00 | \$9,756.00 |
| | Concrete Cross Pan | 868 | SF | \$7.50 | \$6,480.00 |
| | 5" Concrete Sidewalk | 470 | SF | \$3.50 | \$1,645.00 |
| | Scrap | 3 | EA | \$250.00 | \$750.00 |
| | Asphalt Removal | 434 | SY | \$1.50 | \$651.00 |
| | Sawcut | 891 | LF | \$2.00 | \$1,782.00 |
| | 48"x76" HERCP Class III | 23 | LF | \$300.00 | \$6,900.00 |
| | 48"x76" HERCP FES w/ toewall | 1 | EA | \$2,500.00 | \$2,500.00 |
| | Type "L" Rip-Rap | 45 | SY | \$30.00 | \$1,350.00 |
| | Remove Existing FES and connect to Existing 48"x76" HERCP | 1 | EA | \$3,000.00 | \$3,000.00 |
| | Backfill and compact around 48"x76" HERCP | 45 | CY | \$7.50 | \$337.50 |
| | 74th Avenue Subtotal | | | | \$93,184.00 |
| Pond 1 - Detention | | | | | |
| | Earthwork - Excavation | 2,156 | CY | \$2.00 | \$4,312.00 |
| | Retaining Walls | 2,310 | SF | \$25.00 | \$57,750.00 |
| | 2' Tiedle Channel | 498 | LF | \$10.00 | \$4,980.00 |
| | Modified Type C Inlet | 1 | L.S. | \$5,500.00 | \$5,500.00 |
| | Landscaping (Bottom of Pond) | 0.25 | AC | \$2,500.00 | \$725.00 |
| | 12" PVC SDR-35 | 39 | LF | \$15.00 | \$585.00 |
| | Connect to Existing Storm | 1 | L.S. | \$1,000.00 | \$1,000.00 |
| | Maintenance Access Road - Gracorete | 40 | SY | \$90.00 | \$3,600.00 |
| | Pond 1 Subtotal | | | | \$77,252.00 |

| Item # | Description | Quantity | Unit | Unit Cost | Total Cost |
|---------------------------|------------------------------|----------|------|------------|---------------------|
| Pond 2 - Detention | | | | | |
| | Earthwork - Excavation | 300 | CY | \$2.00 | \$600.00 |
| | Rising Walls | 1552 | SFF | \$25.00 | \$27,550.00 |
| | 2" Flexible Channel | 117 | LF | \$10.00 | \$1,170.00 |
| | Modified Type C Inlet | 1 | LS | \$5,500.00 | \$5,500.00 |
| | Landscaping (Bottom of Pond) | 0.68 | AC | \$2,500.00 | \$2,000.00 |
| | 2" PVC SDR-35 | 18 | LF | \$10.00 | \$180.00 |
| | Connect to Existing Storm | 1 | LS | \$1,000.00 | \$1,000.00 |
| | Pond 2 Subtotal | | | | \$36,200.00 |
| Pond 3 - Retention | | | | | |
| | Earthwork - Excavation | 4711 | CY | \$2.00 | \$9,422.00 |
| | Landscaping (Bottom of Pond) | 0.48 | AC | \$2,500.00 | \$1,200.00 |
| | CDOT Class C Filter Material | 1169 | CY | \$40.00 | \$46,760.00 |
| | Pond 3 Subtotal | | | | \$57,382.00 |
| Subtotal | | | | | \$298,779.00 |
| Administration | | | | 20% | \$59,656.80 |
| Inflation Costs | | | | 5% | \$14,968.95 |
| Grand Total | | | | | \$373,423.75 |

Prepared Under the Direct Supervision of:

| | |
|--|------|
| For and on Behalf of Bowman Consulting | Date |
| Bowman Consulting disclaims any responsibility for the accuracy of the costs contained above due to changes in prices by competing suppliers. The pricing is an opinion of probable cost associated with the construction of this particular project at the time of preparing the associated construction documents. | |

Construction Completion Date: January 31, 2016

Initials or signature of Developer: _____
