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**CHANGE ORDER**

**Project Applicability:** Cherry Creek Stream Reclamation YES  
Cherry Creek Low Water Crossing NO

**Date of Issuance:** January 17, 2012

**Owner:** Parker Jordan Metropolitan District

**Change Order No. 001**

**Address:** Parker Jordan Metropolitan District  
c/o United Development Companies, LLC  
5750 DTC Parkway, Suite 210  
Greenwood Village, CO 80111

With a copy to:

J3 Engineering Consultants, Inc.  
Attn: Josh Duncan  
6505 S. Paris Street  
Centennial, CO 80111

Contractor: Fiore & Sons, Inc. Construction Manager: United Development Companies, LLC

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You are directed to make the following changes in the Contract Documents:

Description: There are various requirements outside the original scope of work from October, 2011 through December 31, 2011 that necessitated change orders.

Purpose of Change Order: See attachment.

Attachments (List Documents Supporting Change): 1) Fiore's "Cherry Creek Stream Reclamation – Change Order #1" sheet attached as Exhibit A; 2) Narrative description of each of Fiore's items in #1 above attached as Exhibit B.

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**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$3,552,691.28

Previous Change Orders

N/A

**CHANGE IN CONTRACT TIME:**

Original Contract Time:  
300 Days (days or date)

Net Change from Previous Change Order:

N/A (days)

\$N/A

Contract Price Prior to this Change Order:

\$3,552,691.28

Net Increase of this Change Order:

\$64,159.04

Net Decrease of this Change Order:

\$N/A

Net Change of this Change Order:

\$64,159.04

Contract Price with all approved Change Orders:

\$3,616,850.32

Contract Time Prior to this Change Order:

300 Days

(days or date)

Net Increase of the Change Order:

N/A

(days)

Net Decrease of this Change Order:

N/A

(days)

Net Change of this Change Order:

N/A

(days)

Contract Time with all approved Change Orders:

300 Days


(days or date)

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RECOMMENDED:

By: \_\_\_\_\_  
Engineer


APPROVED:

By:   
District

APPROVED:

By: \_\_\_\_\_  
Contractor

RECOMMENDED:

By:   
Construction Manager

1-23-12



**EXHIBIT B**  
**Narrative Description**

- 1. Russian Olive Removal for \$17,220.** Our contract with Fiore includes no removal of Russian Olives due to a deal made with the City of Centennial. Centennial secured the Mile High Youth Corps to cut down and stockpile all Russian Olive trees on the property. Centennial had agreed to pay for the cost of the trucking and dump fees to have the Russian Olive trees (once stockpiled by the MHYC) disposed of. Unfortunately in order for Fiore to commence with the channel work in a timely manner, they were required to do some of their own Russian Olive removals as the MHYC wasn't arriving onsite until October 31, 2011, more than one month after Fiore had begun their clearing and grubbing. The \$17,220 in this item was is part removal cost, and part hauling & dumping costs. The hauling & dumping component of it was \$2,780, and the removal was \$14,440. We will be submitting the hauling & dumping costs to the City of Centennial for reimbursement. These figures may change based on further discussion with the contractor. If they change, they would be to the benefit of the District. **Coded to: Stream, but Centennial to reimburse for \$2,780.**
- 2. No Trespassing Signs for \$75.00.** These were requested by United Development Companies to encourage the public to stay out of the construction area. They were not specified out in the construction documents. **Coded to: Stream**
- 3. Added Check Dam for \$1,694.40.** This was a requirement by SEMSWA in order to maintain water quality and was not specified out in the construction documents. **Coded to: Stream**
- 4. RFI #1 Earthwork & Seeding for \$1,510.68.** The expansion of the limits of construction was required in order to access the site properly and these expanded limits were not specified in the construction documents. **Coded to: Stream**
- 5. RFI #3 Extension of Sheet Pile & Tree Removal for \$1,724.34.** This requirement was from J3 and SEMSWA on extending the sheet piling outside the limits of construction. As a result of extending beyond the original limits of construction, there were 9 additional trees of various caliper that were necessary to remove as well as new seeding and construction fencing required. These items were not specified in the construction documents. **Coded to: Stream**
- 6. RFI#4 Construction Limit Changes for \$1,837.50.** This was a necessary in order to provide access to the outermost limits of the site. This add is for construction fencing and it was not specified in the construction documents. **Coded to: Stream**

7. **RFI #5 Added VTC at Nichols Avenue for \$876.50.** This was required by SEMSWA in order to cut down on tracking into the SouthCreek neighborhood. This addition was not specified in the construction documents. **Coded to: Stream**
  
8. **Russian Olive Removal for \$7,840.** This is the removal cost for 16 truck loads of Russian Olive trees that were removed by the Mile High Youth Corps. This amount has already been submitted to the City of Centennial for reimbursement. **Coded to: Stream, but Centennial to reimburse PJMD for 100%.**
  
9. **1<sup>st</sup> Amendment regarding Plan Sheets 25-27 for \$31,380.62.** These two items were required by SEMSWA and Urban Drainage . The first item is a \$18,860 add for sheet pile joint sealant. This joint sealant was not specified in the construction documents. The second item is the concrete cap required on top of the sheet piling totaling \$12,520.62. This was required by SEMSWA and Urban Drainage and was also not specified in the construction documents. **Coded to: Stream**

**ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES PURSUANT TO THE  
LANDSCAPE MAINTENANCE AGREEMENT**

This ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES PURSUANT TO THE LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made to be effective as of the 1<sup>st</sup> day of January 2004 by and among THE BRICKMAN GROUP, LTD., a Delaware corporation (the "Brickman Group"), CHERRY CREEK BUSINESS CENTER ASSOCIATION, a Colorado non-profit corporation ("Cherry Creek") and the PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

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RECITALS

WHEREAS, the District was duly organized in accordance with and exists pursuant to the provisions of §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, on November 14, 2003, the Brickman Group and Cherry Creek entered into a 2004 Landscape Maintenance Proposal for Cherry Creek Business Center (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement provides for the maintenance, care and housekeeping of all exterior landscaped medians generally located around the Cherry Creek Business Center, except paved areas, lights, signs and fences (the "Property"); and

WHEREAS, the medians are public property dedicated to Arapahoe County; and

WHEREAS, the Property is located within the boundaries of the District; and

WHEREAS, Cherry Creek desires to assign its rights and delegate its duties under the Maintenance Agreement to the District; and

WHEREAS, the District desires to accept Cherry Creek's assignment and delegation; and

WHEREAS, the Parties set forth the terms of the assignment and delegation in 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. ASSIGNMENT AND DELEGATION OF MAINTENANCE AGREEMENT.

Cherry Creek hereby assigns its rights under and delegates its duties pursuant to the Maintenance Agreement to the District and the District hereby accepts such assignment and delegation. Cherry Creek also assigns its one (1) year warranty, which expires in August 2004, for the landscape improvements to the District pursuant to this Agreement. Any rights and obligations of Cherry Creek pursuant to the Maintenance Agreement are hereby terminated. The Brickman Group hereby consents to Cherry Creek's assignment of rights and delegation of duties pursuant to the Maintenance Agreement to the District.

~~2. PAYMENT OF WATER AND ELECTRIC BILLS. The District shall be responsible for all costs associated with the provision of water and electricity to the Property.~~

3. 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, L.L.C.  
6399 South Fiddler's Green Circle, Suite 102  
Greenwood Village, Colorado 80111-4974  
Attn: Bob Blodgett, Manager

With a copy to:

Sander Scheid Ingebretsen Miller & Parish, P.C.  
700 17<sup>th</sup> Street, Suite 2200  
Denver, Colorado 80202  
Attn: Dianne D. Miller, Esq.

To Brickman Group:

The Brickman Group, Ltd.  
15427 East Fremont Drive  
Englewood, Colorado 80112  
Attn: Eric Keesen

To Cherry Creek:

Cherry Creek Business Center Association  
~~1600 Stout Street, Suite 1600~~  
c/o WILLIAM HART, Prop MGR.  
P.O. BOX 3353  
ENGLEWOOD, COLORADO 80155

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

4. 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.

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

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

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

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating to the Maintenance Agreement 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.

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

10. 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.

11. 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.

[Remainder of page intentionally left blank].




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:

  
\_\_\_\_\_  
John R. Fetters, Jr., Secretary Treasurer



THE BRICKMAN GROUP, LTD., a Delaware corporation

[Signature]  
By: MATTHEW W BEVILL  
Its: ENGLEWOOD BRANCH MANAGER

STATE OF Colorado )  
COUNTY OF Arapahoe ) ss

Subscribed and sworn to before me on this 11<sup>th</sup> day of March 2004, by Matthew Bevill as Branch Manager of The Brickman Group, Ltd., a Delaware corporation.

(Seal)

[Signature]  
Notary Public

My commission expires 6-16-07

