REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
June 26, 2019
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: June 12, 2019

7. PUBLIC HEARINGS:
   A. CB12, A Bill for an Ordinance Adding a New Article XV to Chapter 10 of the Black Hawk Municipal Code Regarding Unlawful Conduct on Public Property
   B. CB13, A Bill for an Ordinance Amending the Black Hawk Municipal Code by the Addition Thereto of a New Section 10-136 Prohibiting Sitting or Lying Down on Public Sidewalks and Rights-of-Way in Designated Areas
   C. CB14, An Ordinance Approving a Water Storage Agreement Between the City of Black Hawk and the City of Golden
   D. Resolution 39-2019, A Resolution Conditionally Approving a Certificate of Architectural Compatibility to Allow the Renovation of Four (4) Existing Buildings, the Addition of a Deck to One (1) Existing Building and the Construction of Two (2) New Buildings Located on Gregory Street

8. ACTION ITEMS:
   A. Resolution 40-2019, A Resolution Approving the Exterior Paint Program Contracts in a Total Amount Not To Exceed $87,518.25
   B. Resolution 41-2019, A Resolution Approving the Proposal from HR Green for an Assessment of Public Works and Community Planning and Development
   C. Resolution 42-2019, A Resolution Ratifying the Phone Poll Approving a First Amendment to the Taylor Kohrs CMGC Contract and the Payment of $60,000 to Taylor Kohrs for the Design of the Hidden Treasure Trail Head Bridge (revised 6/24/19)
   D. Resolution 43-2019, A Resolution Approving the First Amendment to the Agreement of Lease Between the City of Black Hawk as Lessor and Gilpin County Education Foundation as Lessee for Property Located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:
Ryan Blenker, IT Systems Analyst, rang the bell to open the meeting.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, June 12, 2019, at 3:00 p.m. by Mayor Spellman.

2. ROLL CALL: Present were: Mayor Spellman, Aldermen Armbright, Bennett, Midcap, and Moates.

   Absent: Alderman Johnson

   Alderman Torres arrived during the public hearing for Resolution 35.

   Staff present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning and Development Administrator Linker, Baseline Engineering Consultants Harris and Nieske, and Deputy City Clerk Martin.

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed there were no agenda changes.

4. CONFLICTS OF INTEREST: City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. No conflicts were noted from City Council.

   City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. PUBLIC COMMENT: Deputy City Clerk Martin noted resident Tom Feeney had signed up to speak. Mr. Feeney wanted to express his gratitude for the flowers this year. He was very pleased with how nice they look and would only suggest more of them over at Crook’s Palace.

6. APPROVAL OF MINUTES: May 22, 2019

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve the Minutes as presented.

MOTION PASSED There was no discussion, and the motion passed unanimously.

7. PUBLIC HEARINGS:


Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris went through the presentation. The details were included in the packet. Staff recommends approval with the standard four conditions. The applicant’s representatives were present, but had no comments to add.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 33-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for exterior renovations to the existing Porte Cochere of the Isle of Capri Black Hawk, LLC open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE Alderman Moates MOVED and was SECONDED by Alderman Midcap to approve Resolution 33-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for exterior renovations to the existing Porte Cochere of the Isle of Capri Black Hawk, LLC.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker explained the exterior improvements in the yard on the west side of the property, which is constructed on a terrace supported by a retaining wall. She said though the proposed work does affect the street facing side of the property, due to the terrace, there is limited visibility. Staff recommends approval.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 34-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for exterior improvements to the property located at 241 Dubois Street open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve Resolution 34-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility for exterior improvements to the property located at 241 Dubois Street.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.


Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Harris introduced this maintenance project for the mill. He said the applicant is at the point where they must perform structural upgrades before deterioration sets in and that they intend to come back with a Special Review Use (SRU) application in the future for a mill operation. He added that the lean-to structure next to the creek would be taken down, at least on three sides, the fourth side remaining as the original wall to the mill.

JR Kaller, the Project Engineer for Palmer Engineering, who developed the Phase 1 demolition and roof repair plans, and Mike Meter, Golden Gilpin’s Mill Manager, were present to answer questions. Alderman Armbright wondered what the interior looked like. Mr. Meter
responded that it looks relatively well due to it being built in the late 1920s/early 1930s and has been sitting untouched since the mid-1980s. He said the leaking roof is causing damage, so they need to stabilize the structure to repair the roof. He said it is timber-framed construction and is essentially a gold mill still sitting in there surrounded by all the machinery, including a ball mill. Mayor Spellman invited them to come back to share their plans for its intended use.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 35-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility to allow the performance of roof repair and replacement and limited demolition of the Golden Gilpin Mill property located at 7593 State Highway 119 open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

Lawrence James, of Golden, said he saw the notice in the paper. He is a retired mining geologist and was the operator of the Golden Gilpin years ago. He is in support of it reopening, and sees it as another potential form of income for the City and certainly an opportunity to keep mining heritage alive and preserve the future of mining.

David Grimm, Gilpin County resident, is a retired Oil and Gas Civil Engineer who now teaches at the School of Mines. He is in support of the Golden Gilpin opening and complimented the City on the retention of their historical elements.

Resident Tom Feeney brought up concerns for traffic and public safety. Mayor Spellman said all of those concerns, and more, would be addressed during the SRU process.

Baseline Engineering Consultant Harris wanted to verify for the record that the mill is owned by the George E. Otten Trust and that Matt Collins, representing the owner, is the applicant.

Mayor Spellman declared the Public Hearing closed.

MOTION TO APPROVE
Alderman Moates MOVED and was SECONDED by Alderman Armbright to approve Resolution 35-2019, a Resolution conditionally approving a Certificate of Architectural Compatibility to allow the performance of roof repair and replacement and limited demolition of the Golden Gilpin Mill property located at 7593 State Highway 119.

MOTION PASSED There was no discussion, and the motion PASSED unanimously.

8. ACTION ITEMS:
A. Resolution 36-2019, A Resolution Reappointing Two (2) Regular Members to the City of Black Hawk Historic Preservation Commission

Mayor Spellman read the title.

Community Planning and Development Administrator Linker introduced this item and said there are two Commissioners whose terms expire August 1. She said she published an advertisement for the vacancies in the paper on two separate dates, and received no responses. The Commissioners with the expiring terms submitted Letters of Intent for reappointment; she added that both applicants are in good standing, and staff recommends reappointment.

City Attorney Hoffmann pointed out, as per the bylaws of the Historic Preservation Commission, by advertising the vacancies the City complies with our Certified Local Government status.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve Resolution 36-2019, a Resolution reappointing two (2) regular members to the City of Black Hawk Historic Preservation Commission.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

B. Resolution 37-2019, A Resolution Approving the Agreement to Remove and Dispose of Hazardous Materials from Property Located at 500 Chase Street with Weecycle Environmental Consulting in a Total Amount Not To Exceed $5,500.00

Mayor Spellman read the title.

Community Planning and Development Administrator Linker is asking Council to authorize the City Manager to execute this agreement. She said that even though this amount is within the City Manager’s spending limit, she felt the previous approval for the asbestos abatement, the future proposal for a full demolition, and this hazardous material removal would, in total, be over the spending limit of the City Manager.

MOTION TO APPROVE

Alderman Torres MOVED and was SECONDED by Alderman Bennett to approve Resolution 37-2019, a Resolution approving the agreement to remove and dispose of hazardous materials from property located at 500 Chase Street with Weecycle Environmental Consulting in a total amount not to exceed $5,500.00.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.
C. Resolution 38-2019, A Resolution Accepting City of Black Hawk 2018 Audit

Mayor Spellman read the title.

Finance Director Hillis said the City received the best type of opinion an auditee may receive, a clean or unqualified opinion. He said the City now just needs to accept it.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 38-2019, a Resolution accepting City of Black Hawk 2018 Audit.

**MOTION PASSED**

There was no discussion, and the motion **PASSED** unanimously.

D. Local Liquor Licensing Authority Consideration of a Request for a New Hotel & Restaurant Liquor License for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street to Set the Boundaries of the Neighborhood and to Set a Date for the Public Hearing

Mayor Spellman read the title.

City Attorney Hoffmann introduced this first step for a new liquor license under the City’s Liquor Code. He said the Isle would like to change their class to allow for more flexibility with their hotel. This meeting is set the boundaries of the neighborhood and to set a date for the public hearing. It was agreed to set the boundaries to be the entire City and to set the public hearing date for July 24.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to set the boundaries of the neighborhood as the whole City of Black Hawk, and to set the public hearing date for July 24, 2019 to hear a New Hotel & Restaurant Liquor License application for Isle of Capri Black Hawk, LLC dba Isle Casino Hotel Black Hawk at 401 Main Street.

**MOTION PASSED**

There was no discussion, and the motion **PASSED** unanimously.

9. CITY MANAGER REPORTS:

City Manager reported that several weeks ago he, the Mayor, and Public Works Director Isbester took a look at the conditions of the commercial buildings in the City for possible code or nuisance violations. He said they have contracted with Baseline Engineering to
inspect 39 commercial facilities based on our Municipal Code. Baseline will generate a report, and the City will then work with the casinos to rectify those issues. He said the Mayor has already given the BID notice that this was taking place. Council thought it was a great idea.

10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session, and the specific legal issues both relate to potential legislature.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to adjourn into Executive Session at 3:34 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

MOTION TO ADJOURN

Alderman Bennett MOVED and was SECONDED by Alderman Torres to adjourn the Executive Session at 4:45 p.m.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:45 p.m.

Melissa A. Greiner, CMC  
City Clerk

David D. Spellman  
Mayor
COUNCIL BILL 12
ORDINANCE 2019-12
A BILL FOR AN ORDINANCE ADDING A NEW ARTICLE XV TO CHAPTER 10 OF THE BLACK HAWK MUNICIPAL CODE REGARDING UNLAWFUL CONDUCT ON PUBLIC PROPERTY
TITLE: A BILL FOR AN ORDINANCE ADDING A NEW ARTICLE XV TO CHAPTER 10 OF THE BLACK HAWK MUNICIPAL CODE REGARDING UNLAWFUL CONDUCT ON PUBLIC PROPERTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk Municipal Code is amended by the addition thereto of a new Article XV of Chapter 10 to read as follows:

ARTICLE XV
Unlawful Conduct on Public Property

Sec. 10-271. Legislative Intent.

It is the intent of this Article to protect the public health, safety and welfare by prohibiting undesirable activities or conduct on public property which may reasonably expect to substantially interfere with the public’s use and enjoyment of such public places.

Sec. 10-272. Definitions.

(a) "Public Property" means any street, alley, sidewalk, pedestrian or transit mall, bike path, greenway, recreational trail, open space, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, or other recreation facility; or any other grounds, buildings, or other facilities owned or leased by the City or by any other public owner, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

(b) "Park Facilities" means all parks located within the municipal boundaries of the City.

(c) "Camp" means to reside or dwell temporarily in a place, with shelter. The term "shelter" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions.
Sec. 10-173. Unlawful Conduct of Public Property.

(a) It is unlawful for any person to enter or remain on any public property owned, operated or controlled by the City of Black Hawk or to conduct himself or herself on the same in violation of any order, rule, or regulation concerning any matter prescribed in this subsection (a), limiting or prohibiting the use or activities or conduct in such public building or on such public property, issued by the City Council, the City Manager or any other official of the City of Black Hawk designated by City Council by ordinance or resolution and having the power of control, management, or supervision of the building or property. In addition to any authority granted by any other law, City Council, the City Manager or any other official designated by the City Manager under this subsection may adopt such orders, rules, or regulations as are reasonably necessary for the administration, protection, and maintenance of such public buildings and property, specifically, orders, rules, and regulations upon the following matters:

(1) Preservation of property, vegetation, wildlife, signs, markers, statues, buildings and grounds, and other structures, and any object of scientific, historical, or scenic interest;

(2) Restriction or limitation of the use of such public property as to time, manner, or permitted activities; and

(3) Prohibition of activities or conduct on public property which may be reasonably expected to substantially interfere with the use and enjoyment of such places by others or which may constitute a general nuisance.

(b) No conviction may be obtained under this Section unless notice of such limitations or prohibitions is prominently posted at all public entrances to such property, or unless such notice is actually first given to the person by the City Manager, by any other official designated by City Council under subsection (a) of this Section, or by any law enforcement officer of the City of Black Hawk.

(c) All officers of the Black Hawk City Police Department shall have the authority to communicate to any person the terms of any orders, rules or regulations adopted pursuant to subsection (a) of this Section and the additional authority to enforce subsection (a) and all orders, rules and regulations adopted pursuant to subsection (a) by removing any violator from the public place where the violation occurred and by issuing and serving upon such violator a summons and complaint or such other charging documents as are appropriate.
Sec. 10-174. Unauthorized Camping on Public Property Prohibited.

(a) It shall be unlawful for any person to camp upon any public property, except in any location where camping has been expressly allowed by the City of Black Hawk.

(b) No officers of the Black Hawk City Police Department shall issue a citation, make an arrest or otherwise enforce this Section against any person unless:

(1) The officer orally requests or orders the person to refrain from the alleged violation of this Section and, if the person fails to comply after receiving the oral request or order, the officer tenders a written request or order to the person warning that if the person fails to comply the person may be cited or arrested for a violation of this Section; and

(2) The officer attempts to ascertain whether the person is in need of medical or human services assistance, including, but not limited to, mental health treatment, drug or alcohol rehabilitation, or homeless services assistance. If the officer determines that the person may be in need of medical or human services assistance, the officer shall make reasonable efforts to contact and obtain the assistance of a designated human service outreach worker, who in turn shall assess the needs of the person and, if warranted, direct the person to an appropriate provider of medical or human services assistance in lieu of the person being cited or arrested for a violation of this Section. If the officer is unable to obtain the assistance of a human services outreach worker, if the human services outreach worker determines that the person is not in need of medical or human services assistance, or if the person refuses to cooperate with the direction of the human services outreach worker, the officer may proceed to cite or arrest the person for a violation of this section so long as the warnings required by paragraph (1) of this subsection have been previously given.

(c) Cleanup of Unauthorized Camping Sites. Upon violation of this Section, officers may remove and store all unclaimed personal property found at an unauthorized camping site. Illegal items, such as illicit drugs and any items that reasonably appear to be evidence of a crime will be turned over to the appropriate law enforcement agency. Any items otherwise not regarded as having apparent utility or that are in an unsanitary condition will be immediately discarded. Removal of personal property under this Section shall be executed pursuant to the following procedure:

(1) At least seventy-two (72) hours prior to the proposed cleanup date, the City will post a notice stating the date and time of the cleanup.
The notice will be posted in the general vicinity of the personal property to be removed.

(2) In the event of the existence of a condition posing an imminent danger of damage or injury to or loss of life, limb, property or health, the City shall provide a notice of cleanup no more than twenty-four (24) hours prior to the proposed cleanup date.

(3) Personal property removed from illegal camp sites shall be stored in a secure location and shall be held for a period of at least thirty (30) days from the date the cleanup occurred.

(4) An individual may claim ownership of an item of personal property within thirty (30) days from the last date that the cleanup occurred. The City will not return items reasonably believed to be marijuana or products containing marijuana, and will dispose of such products in accordance with its Black Hawk City Police Department policies procedures for the disposal of illicit substances.

(5) After the thirty (30) day storage period elapses, unclaimed personal property will be disposed of by either discarding, recycling, or otherwise disposing of such items as determined by the Chief of Police.

Sec. 10-175. Violations and Penalties.

Any person who violates any Section of this Article is guilty of a misdemeanor and a public nuisance pursuant to Section 7-2 of this Code. Any persons convicted of a violation of any section of this article shall be punished as provided in Section 1-73(a) of this Code, and may also be punished pursuant to the provisions of Article 1 of Chapter 7 as the same may be applicable.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.
READ, PASSED AND ORDERED POSTED this 26\textsuperscript{th} day of June, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Add a new Article XV to Chapter 10 of the Black Hawk Municipal Code regarding unlawful conduct on public property.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 12, an Ordinance adding a new Article XV to Chapter 10 of the Black Hawk Municipal Code regarding unlawful conduct on public property.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City is concerned about the increase of the homeless population of late. Staff feels that by adding this new Article to our Municipal Code, it would allow the necessary enforcement of violations to ensure the public health, safety and welfare protection of all residents and visitors.

AGENDA DATE: June 26, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Stephen N. Cole, City Manager

DOCUMENTS ATTACHED: Ordinance 2019-12

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY:

Stephen N. Cole, Acting City Manager
COUNCIL BILL 13
ORDINANCE 2019-13
A BILL FOR AN
ORDINANCE AMENDING
THE BLACK HAWK
MUNICIPAL CODE BY
THE ADDITION THERETO
OF A NEW SECTION 10-136
PROHIBITING SITTING
OR LYING DOWN ON
PUBLIC SIDEWALKS AND
RIGHTS-OF-WAY IN
DESIGNATED AREAS
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB13  
ORDINANCE NUMBER: 2019-13  

TITLE: A BILL FOR AN ORDINANCE AMENDING THE BLACK HAWK MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 10-136 PROHIBITING SITTING OR LYING DOWN ON PUBLIC SIDEWALKS AND RIGHTS-OF-WAY IN DESIGNATED AREAS  

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:  

Section 1. The Black Hawk Municipal Code is amended by the addition thereto of a new Section 10-136 to read as follows:  

Sec. 10-136. Sitting or Lying Down in Designated Areas.  

(a) Legislative Findings. The City Council finds and determines that intentionally blocking, obstructing or interfering with the safe or free passage of a pedestrian or vehicle by any means in high traffic areas, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid contact is a public safety concern without regard to the speech of the individual who is intentionally blocking, obstructing or interfering with the safe or free passage of a pedestrian or vehicle, and that such conduct should be regulated to address the public safety concerns caused by individuals taking evasive action to avoid such contact.  

(b) Unlawful. In all non-residential districts, as the same are designated by the City of Black Hawk Zoning Map, it shall be unlawful for any person to sit, kneel, recline or lie down upon the surface of any public right-of-way, or upon any bedding, chair, stool, or any other object placed upon the surface of the public right-of-way, between the hours of seven o'clock (7:00) a.m. and three o'clock (3:00) a.m.  

(c) Definitions. For the purposes of this Section, the term below shall have the following meaning:  

"Public right-of-way" means any street, sidewalk, trail, path alley, parkway, curb, median, jersey wall, traffic island or any other publicly owned property intended or used for pedestrian, recreational or vehicular travel.  

(d) Defense. It is an affirmative defense to a violation of this Section that a person:
(1) Sits, kneels, reclines or lies down upon the public right-of-way due to a medical emergency.

(2) As a result of a medically confirmable disability, utilizes a wheelchair, walker or other similar mobility supporting device to move about the public right-of-way.

(3) Is operating or patronizing a commercial establishment located in the public right-of-way pursuant to any permit or license issued by the City.

(4) Sits or kneels on the public right-of-way when attending a parade, festival, performance, rally, demonstration, meeting or similar special event conducted in the public right-of-way pursuant to any permit or license issued by the City.

(5) Sits upon an object intended for sitting in the public right-of-way furnished by the City or by any other public agency.

(6) Sits upon a public sidewalk at or near a transit stop while waiting for public transportation.

(e) Notification by Law Enforcement. No law enforcement officer shall issue a citation, make an arrest, or otherwise enforce this Section against any person, unless the person engages in conduct prohibited by this Section after having first been notified by a law enforcement officer that the conduct violates this Section.

(f) Penalties.

(1) Upon a conviction for a first offense for violating this Section, the court shall impose a fine of not more than five hundred dollars ($500.00) or a sentence of probation, or both.

(2) Upon a conviction for a second or subsequent offense for violating this Section, the court shall impose a fine of not more than five hundred dollars ($500.00), or imprisonment in jail for a period of not more than ninety (90) days, or a sentence of probation, or by a combination of fine, imprisonment, and a sentence of probation.

Section 2. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a
court of competent jurisdiction invalid, such judgment shall not affect application to other
persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as
required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 26th day of June, 2019.

________________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION


RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Council Bill 13, an Ordinance amending the Black Hawk Municipal Code by the addition thereto of a new Section 10-136 prohibiting sitting or lying down on public sidewalks and rights-of-way in designated areas.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: There has been concern about intentional obstruction of pedestrian and vehicular access in the non-residential areas of the City. Staff feels that by adding this new Section 10-136 to our Municipal Code, it would allow the necessary enforcement of violators to ensure public health, safety and welfare protection in the City.

AGENDA DATE: June 26, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Stephen N. Cole, City Manager

DOCUMENTS ATTACHED: Ordinance 2019-13

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A

SUBMITTED BY:

Stephen N. Cole, Acting City Manager
COUNCIL BILL 14
ORDINANCE 2019-14
AN ORDINANCE APPROVING A WATER STORAGE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF GOLDEN
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB14

ORDINANCE NUMBER: 2019-14

TITLE: AN ORDINANCE APPROVING A WATER STORAGE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF GOLDEN

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. The City of Black Hawk hereby approves the Water Storage Agreement between the City of Black Hawk and the City of Golden, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 26th day of June, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, City Clerk
SUBJECT: Approve Council Bill 14, an Ordinance approving the Water Storage Agreement with the City of Golden.

RECOMMENDATION: If City Council chooses to approve Council Bill 14, an Ordinance approving the Water Storage Agreement with the City of Golden, the recommended motion is as follows: "Approve Council Bill 14, an Ordinance approving a Water Storage Agreement between the City of Black Hawk and the City of Golden."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Golden is required to deliver 100 acre feet of water to the City of Black Hawk each year. This water is typically provided from the Vidler Tunnel, which is trans-basin water that can be used to extinction without return flow requirements. In some years, the City of Black Hawk takes delivery of the Vidler water into Green Lake or Georgetown Lake. Because of the wet spring, storage space in these reservoirs is not available. As in past years, the City of Golden has agreed to store our Vidler water in Guanella Reservoir until we can exchange it to Green Lake or Georgetown Lake. The cost of the storage is 50% of the water put into Guanella Reservoir. For example, if we store 100 acre feet in Guanella, we keep 50 acre feet and Golden gets 50 acre feet. There is no monetary cost to the City. The alternative is to let the water go down stream and make no use of it. This agreement has been in effect since 2015 and needs to be renewed for 2019.

FUNDING SOURCE: N/A

WORKSHOP DATE: June 26, 2019

ORIGINATED BY: James Ford

STAFF PERSON RESPONSIBLE: James Ford

PROJECT COMPLETION DATE: June 15, 2020

DOCUMENTS ATTACHED: Water Storage Agreement

CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Stephen Cole, City Manager
WATER STORAGE AGREEMENT

This AGREEMENT dated this ___ Day of _______ 2019 is entered into between the City of Golden, a Colorado municipal corporation ("Golden") and the City of Black Hawk, a Colorado municipal corporation ("Black Hawk").

Recitals

WHEREAS C.R.S. §29-1-201, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, §18(2); and

WHEREAS, the purpose of Part 2 of Article 1 of Title 29, C.R.S., is to implement the aforesaid provisions of the Colorado Constitution and authorize the Parties to enter into intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203(1) provides, inter alia, that governmental units may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the contracting units;

WHEREAS, Black Hawk and Golden entered into an Assignment and Water Delivery Agreement dated June 7, 2007, pursuant to which Black Hawk is entitled to delivery from Golden of 100 acre-feet of fully consumable water between June 1, 2019 and October 31, 2019 (the "2019 Golden delivery"); and

WHEREAS, Golden owns and controls a reservoir known as Guanella Reservoir, an off-channel reservoir located adjacent to the West Fork of Clear Creek in Sections 29 and 30, Township 3 South, Range 74 West of the 6th P.M., in Clear Creek County, Colorado; and

WHEREAS, this Agreement is intended to authorize Black Hawk to store up to 100 acre-feet of the 2019 Golden delivery in Guanella Reservoir subject to the limitations herein; and

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

1. Black Hawk shall be entitled to store up to 100 acre-feet of the 2019 Golden delivery in Guanella Reservoir. Depending on the source of the water delivered by Golden to Black Hawk, such storage may be by diversion of water into storage from the West Fork of Clear Creek, by exchange from Clear Creek, and/or by book-over of Golden's water previously stored in Guanella Reservoir.

2. Any water stored by Black Hawk in Guanella Reservoir pursuant to this Agreement shall be owned by Black Hawk and Golden on a 50%/50% basis.

3. Black Hawk will be charged pro rata with evaporation loss on its stored water at the same rate as applied to other waters stored in Guanella Reservoir, which will reduce Black Hawk's storage account under this Agreement.

4. Any water stored by Black Hawk in Guanella Reservoir during 2019 under this Agreement after evaporation loss is assessed and owned by Black Hawk, shall be removed from storage on or
before June 15, 2020. Black Hawk will coordinate with Golden on the timing and rate of release it
desires for such water in a manner consistent with Golden's operations of Guanella Reservoir. Any
water owned by Black Hawk pursuant to this agreement and remaining in storage in Guanella after
June 15, 2020 may be released by Golden or may be booked over into Golden's storage accounts.

5. Golden and Black Hawk shall provide each other with all necessary accounting information
relating to water stored by Black Hawk hereunder and, to the extent necessary, shall provide said
information to the Division Engineer and/or Water Commissioner. To the extent any approvals are
necessary in implementing this Agreement, those shall be Black Hawk's exclusive responsibility.

6. The term of this Agreement shall be from the date of execution through June 15, 2020 This
Agreement may be renewed annually upon mutual written agreement of the Parties.

7. Black Hawk acknowledges that this Agreement provides for storage of raw water only. Neither
party makes representations with respect to the quality of water diverted into or stored in Guanella
Reservoir, or released therefrom, nor assumes responsibility therefor.

8. Nothing herein modifies any of the obligations of Golden and Black Hawk as set forth in the
Assignment and Water Delivery Agreement dated June 7, 2007, except as may be expressly modified
herein by allowing storage of up to 100 AF of the 2019 Golden delivery in Guanella Reservoir and
the subsequent release of a portion thereof.

9. Notice: Any required notice, demand, or conveyance of information shall be sent via U.S.
mail, email, or fax, or telephone call and subsequent mailing or fax to:

Golden:
Utilities Director
City of Golden
911 Tenth Street
Golden, CO 80401
Fax: 303.384.8161

With copy to:
Glenn E. Porzak
Porzak Browning & Bushong LLP
929 Pearl Street, Suite 300
Boulder, CO 80302
Fax: 303.443.6864

Black Hawk:
Director of Public Works
City of Black Hawk
P.O. Box 68
987 Miners Mesa Road
Black Hawk, CO 80422
Fax: 303.582.2250

With copy to:
David L. Kueter
Holsinger Law, LLC
18000 Glenarm Place, Suite 500
Denver, CO 80202
Fax: 303.496.1025

The above individuals and addresses may be modified at any time by written notice.

10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement
among the parties. This Agreement may be altered, amended or revoked only by an
instrument in writing signed by both parties.
11. **Assignment.** This Agreement, and the rights, interests and obligations hereunder, may not be assigned by Black Hawk without Golden's prior written consent.

12. **Indemnification.** To the extent permitted by law, Black Hawk agrees to indemnify, defend and hold harmless Golden and its agents from and against all claims, causes of action, costs, expenses, judgments, damages and any other liabilities of any kind arising out of this Agreement and/or arising out of Black Hawk's storage and subsequent use of water in Guanella Reservoir pursuant to this Agreement.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same in triplicate.

**CITY OF BLACK HAWK**

By: ____________________________________

____________________________
David D. Spellman, Mayor

**ATTEST:**

____________________________
Melissa A. Greiner, City Clerk

**CITY OF GOLDEN**

By: ____________________________________

____________________________
Marjorie Sloan, Mayor

**ATTEST:**

____________________________
Monica Mendoza, City Clerk

STATE OF COLORADO )

) ss.

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this _____ day of _____________, 2019 by ________________________________, as ____________________________ of ________________________________.

My commission expires: ____________________________

Witness my hand and official seal.

____________________________
Notary Public
RESOLUTION 39-2019
A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY TO ALLOW THE RENOVATION OF FOUR (4) EXISTING BUILDINGS, THE ADDITION OF A DECK TO ONE (1) EXISTING BUILDING AND THE CONSTRUCTION OF TWO (2) NEW BUILDINGS LOCATED ON GREGORY STREET
TITLE: A RESOLUTION CONDITIONALLY APPROVING A CERTIFICATE OF ARCHITECTURAL COMPATIBILITY TO ALLOW THE RENOVATION OF FOUR (4) EXISTING BUILDINGS, THE ADDITION OF A DECK TO ONE (1) EXISTING BUILDING AND THE CONSTRUCTION OF TWO (2) NEW BUILDINGS LOCATED ON GREGORY STREET

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby conditionally approves a Certificate of Architectural Compatibility for the Gregory Street Plaza to allow the renovation of four (4) existing buildings, the addition of a deck to one (1) existing building and the construction of two (2) new buildings located on Gregory Street, with the following conditions:

A. All proposed renovations and new construction shall match the plans submitted; and

B. All applicable building and electrical permits must be obtained prior to beginning construction.

RESOLVED AND PASSED this 26th day of June, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a request for a Certificate of Architectural Compatibility to allow the rehabilitation of four existing buildings, the addition of a deck to one existing building, and the construction of two new buildings on Gregory Street located on properties described in Exhibit A and generally located at 305, 311, 321, 341, 351, 361, and 426 Gregory Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, June 26, 2019 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time of place in the event this hearing is adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

SUBJECT: To consider a Resolution for a Certificate of Architectural Compatibility to allow the rehabilitation of four (4) existing buildings, the addition of a deck to one (1) existing building and the construction of two (2) new buildings located on Gregory Street.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE WITH CONDITIONS Resolution 39-2019, a Resolution approving a Certificate of Architectural Compatibility to allow the rehabilitation of four (4) existing buildings, the addition of a deck to one (1) existing building and the construction of two (2) new buildings located on Gregory Street. The conditions are as follows:

1. All proposed rehabilitations and new construction shall match the plans submitted; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk has submitted an application requesting a Certificate of Architectural Compatibility to allow rehabilitations and new construction of buildings located at 311, 321, 341, 351, 361, 400 & 426 Gregory Street. The work is proposed as part of the Gregory Street Sub-Area Plan adopted by the City Council on October 23, 2013 by Resolution No. 40-2013. The vision of the Gregory Street Sub-Area Plan is to renovate existing buildings, and establish new buildings, all located in close proximity to each other, in order to establish a personal commercial experience that will be an additional asset within the City. Refer to the Staff Report included with this Request for Council Action for further details and the review.

AGENDA DATE: June 26, 2019
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ] Yes [ ] No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Administrator
DOCUMENTS ATTACHED:
Resolution 39-2019
Public Hearing Notice
Staff Report
Attachments A, B & C

RECORD:
[ ]Yes  [X]No

CITY ATTORNEY REVIEW:
[ ]Yes  [X]N/A

SUBMITTED BY:
Cynthia L. Linker, CP&D 6/20/19
Vincent Harris, AICP, Baseline Corporation 6/20/19

REVIEWED BY:
Stephen N. Cole, City Manager
BACKGROUND
On May 29, 2019 the City of Black Hawk staff submitted a request for a Certificate of Architectural Compatibility (COAC) to allow the rehabilitation of four (4) existing buildings, the construction of two (2) new buildings, and the addition of a deck to one (1) existing building located on Gregory Street. The rehabilitations are proposed as part of the Gregory Street Sub-Area Plan adopted by the City Council on October 23, 2013 by Resolution No. 40-2013. The vision of the Gregory Street Sub-Area Plan and now the proposed Gregory Street Master Plan is to renovate the existing buildings and establish new buildings, all located in close proximity to each other, in order to establish a walkable personal commercial experience that will be an additional asset in the City. The Plan’s intention is “to preserve some of the original architecture and historic character of the City, while transforming and adding buildings to the Gregory Street corridor into a destination district for both visitors and local residents.” See following Figure 1 for the address and locations for each site listed below.

Buildings to be rehabilitated include:
- 311 Gregory Street – McAfee House
- 321 Gregory Street – Woodbury House
- 351 Gregory Street – Norton House
- 400 Gregory Street – Public Restrooms (rehabilitation of the old Bunkhouse currently located at 261 Gregory Street)

New proposed buildings:
- 341 Gregory Street – Public Restrooms
- 361 Gregory Street – Fire Truck Display

Site proposed for new deck:
- 426 Gregory Street – the Bobtail Mine
Figure 1: Location Map

ZONING

The McAfee House (311), the Woodbury House (321), the Norton House (351), the future public restroom (341), and the future fire truck display building (361) properties are zoned History Appreciation Recreation Destination (HARD). The HARD District is intended to accommodate areas dedicated to a public use which allows the City to provide recreation and destination activities for residents and visitors. Public pedestrian malls, including retail facilities are permitted uses within the HARD District.

The Bobtail Mine (426), and the relocated Bunkhouse public restroom building (400) properties are zoned Core Gaming (CG). The Core Gaming District allows both the existing and proposed uses; however, the City (property owner of each) may consider rezoning these properties to the HARD District which will solidify these properties as being part of the Master Plan for the Gregory Street corridor commercial destination district as outlined in the Gregory Street Sub-Area Plan. Because the current CG zoning allows for the existing and proposed uses, the proposed rehabilitations may proceed, if approved, prior to rezoning to the HARD District.

See Figure 2 below (current Black Hawk Zoning map) which highlights the properties specific to this COAC application for the numerous building sites proposed.
REQUEST
The City is in the process of designing and implementing the concepts laid out in the Gregory Street Sub-Area Plan and Master Plan. The plans outline the creation of a pedestrian friendly plaza which “will necessitate rehabilitation, repair, reconstruction, restoration, additions and new development of buildings in the Sub-Area.” Specific requests for work to be performed at each of the seven locations are outlined below in Figures 4 - 15.
The McAfee House Rehabilitation - 311 Gregory Street. This property includes the existing 305 and 311 Gregory Street structures. Proposed rehabilitation work includes the temporary lift and relocate of the building, new concrete foundation, structural framing, new roof trusses, new exterior siding, new roof shingles and gutters, new windows, doors, HVAC, plumbing, fixtures, electric and lighting. Following are photos (Figures 4 and 5) from historical files in Black Hawk for each building.

Figure 4 – McAfee photos:

![305/311 Gregory Street – 1975](image)

![305/311 Gregory Street – 1986](image)

![311 Gregory Street – 2019](image)

![305 Gregory Street - 2019](image)
Figure 5: McAfee proposed exterior

305/311 Gregory Street – Proposed Exterior Rehabilitation
The Woodbury House Rehabilitation - 321 Gregory Street. Proposed rehabilitation work includes demolish and remove a portion of the building, temporary lift and relocate of building, new concrete foundation, interior wall framing, new roof trusses, new roof shingles and gutters, new windows, doors, HVAC, plumbing, fixtures, electric and lighting.

Figure 6 – Woodbury photos:
Figure 7: Woodbury proposed exterior

321 Gregory Street – Proposed Exterior Rehabilitation
The Norton House Rehabilitation - 351 Gregory Street. Proposed rehabilitation work includes demolition and removal of a portion of building, temporary lift and relocate of building, new concrete foundation, structural framing, new roof trusses, new exterior siding, new roof shingles and gutters, new windows, doors, HVAC, plumbing, fixtures, electric and lighting.

Figure 8 – Norton photos:

351 Gregory Street circa 1998

351 Gregory Street – 2010

351 Gregory Street - 2019
Figure 9: Norton House proposed exterior

351 Gregory Street – Proposed Exterior Rehabilitation
Public Restrooms at Bobtail Mine (Bunkhouse Rehabilitation) - 400 Gregory Street. Proposed rehabilitation work includes relocation from 261 Gregory Street to 400 Gregory Street, new concrete foundation, removal of interior second floor framing, exterior metal wall panels; new shingle roof, new windows, doors, restroom partitions and accessories, HVAC, plumbing, fixtures, electric and lighting,

Figure 10 – Bunkhouse photos:
Figure 11: Bunkhouse Restrooms at Bobtail Mine proposed exterior

400 Gregory Street – Proposed Exterior Rehabilitation
Public Restroom (New Construction) - 341 Gregory Street. Proposed new construction includes new concrete foundation, CMU block, structural steel, exterior metal wall panels; new shingle roof, new windows, doors, restroom partitions and accessories, HVAC, plumbing, fixtures, electric and lighting.

Figure 12: New Restroom proposed exterior

341 Gregory Street – Proposed New Construction
Fire Truck Display (New Construction) - 361 Gregory Street. Proposed new construction includes new concrete foundation, CMU block, steel framing, exterior brick masonry; new metal roof, new windows, doors, roll up over head doors, fire alarm and suppression, HVAC, plumbing, fixtures, electric and lighting.

Figure 13: Fire Truck Display proposed exterior
**Bobtail Mine (New Deck) - 426 Gregory Street.** Proposed rehabilitation includes exterior deck addition. In February 2019, the City of Black Hawk engaged Atkinson-Noland & Associates for the purpose of evaluating the stone masonry and walls of the mine in order to determine any deficiencies and general recommendation for repairs. In April 2019, the City engaged Weecycle Environmental Consulting to perform asbestos abatement and interior demolition at the Bobtail Mine.

**Figure 14: Bobtail Mine proposed exterior**

![400 Gregory Street – 1998](image1)

![400 Gregory Street – 2009](image2)

![400 Gregory Street – Proposed New Deck](image3)
Figure 15: Gregory Street Concept Rendering
Applicable City of Black Hawk Regulations

Excerpts from:

City of Black Hawk
Zoning Code
Chapter 16 – Zoning

Section 16-368. (a) (3) Any person seeking to modify the exterior of, add to, or construct a new building shall be subject to the following procedures. Any such renovation, construction or demolition shall be subject to the City’s design standards.

Section 16-368. (a) (5) The City shall not issue a building permit or site development plan for any of the following activities until a Certificate of Architectural Compatibility (“COAC”) has been issued for the project:

a. Construction of a new building, structure or improvement;
b. Alteration or reconstruction of, or addition to, the exterior of any improvement;
c. Demolition of any improvement;
d. Construction or erection of or addition to any improvement upon any land located within the City; or
e. Excavations requiring an excavation permit.

Section 16-368. (e) (3) Except for applications seeking a COAC for demolition of a structure, which review is controlled by the criteria in subsection (4) below, in considering the issuance of a COAC, the City shall consider the following:

a. All plans, drawings and photographs as may be submitted by the applicant;
   Staff Comment: The applicant has submitted plans that are included with this Staff Report. See Figures included in this staff report for reference.

b. If a public hearing is required, any information presented at a public hearing held concerning the proposed work;
   Staff Comment: A representative of the City of Black Hawk staff will provide additional information at the City Council meeting if needed. Public hearing is scheduled for June 26, 2019.

c. The purpose of this Chapter;
   Staff Comment: The purpose of this chapter is to ensure that the rehabilitations meet the zoning requirements of the City of Black Hawk. The properties on the north side of Gregory Street are zoned History Appreciation Recreation Destination (HARD). The proposed uses are permitted within the HARD district. The properties on the south side of Gregory Street are currently zoned Core Gaming (CG), and those existing uses are also permitted within the CG district. The Core Gaming properties may be considered for rezoning soon, before the end of 2019, to the HARD zone district.

d. Compliance with this Code and the payment of all fees required by this Code;
   Staff Comment: The applicants have and will continue to pay all necessary fees required by the ordinances of the City.
e. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value; and

Staff Comment: The architecture of the proposed rehabilitations and the new construction fits in with the historic character of the City, and is consistent with the approved Gregory Street Sub-Area Plan. The proposed rehabilitations will not affect the historic or aesthetic interest of the site or the district. All proposed colors match the approved historic color palette for the City of Black Hawk.

f. Compliance with the City’s residential or commercial design standards, as appropriate, including, but not limited to, reference to the historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City the position of the building, structure, park or open space in relation to public rights-of-way and to other buildings and structures in the City.

Staff Comment Regarding Historic Buildings:
The 2010 Black Hawk Cultural Resource Survey considers all five of the existing structures as “contributing” to the historic district, and therefore all five have been reviewed against the Commercial Design Guidelines for Historic Commercial Buildings.

PEH Architects prepared the proposed rehabilitation plans for all five structures as depicted above. Per the Commercial Design Guidelines, rehabilitations are “the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values.” The proposed rehabilitations maintain the character-defining features of each structure, while repair and replacement work will provide the opportunity for these structures to be re-used.

The proposed exterior colors are consistent with the Commercial Design Guidelines which states “use colors in ways that were typical of the period, creating a new color scheme. Use historic color palettes provided by paint manufacturers for color suggestions.” The proposed paint colors are either selected from a historical color palette, or are compatible with the historical color palette approved by the City of Black Hawk.

Staff Comment Regarding New Construction:
The proposed Fire Truck Display and the Public Restroom building are new construction and have been reviewed against the New Buildings section of the Commercial Design Guidelines.

PEH Architects also prepared the proposed new construction plans for the Fire Truck Display and Public Restroom buildings. Per the Commercial Design Guidelines, the new buildings will be “compatible not only with the immediately adjacent buildings, but with the entire context in which it is located, as one would see it when standing on the street viewing both sides of the street for the entire length of the block.” Paint colors and materials have been chosen to be compatible with the rehabilitations of the existing buildings. No discriminating difference of character are found in the new buildings to significantly look like they are ‘new’ or ‘modern’ in comparison to the older buildings being rehabilitated.
STAFF SUMMARY:
Staff from Baseline Corporation has evaluated the information provided by the City of Black Hawk staff for this project. The City of Black Hawk Municipal Code allows for new construction and exterior rehabilitations of non-residential buildings with the approval of a Certificate of Architectural Compatibility. Staff from Baseline Corporation recommends that a Certificate of Architectural Compatibility be granted. The proposed rehabilitations are acceptable, consistent with the adopted Gregory Street Sub-Area Plan, and meet the Design Guidelines for Commercial Uses within the City adopted by the City of Black Hawk.

In summary, Staff recommends that a Certificate of Architectural Compatibility for the Gregory Street rehabilitations and new construction be granted, subject to the following conditions:

1. All proposed rehabilitations and new construction shall match the plans submitted; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

FINDINGS:
City Council may approve, conditionally approve, or deny a Certificate of Architectural Compatibility. To support this proposal, the following findings can be used:

The proposed Gregory Street rehabilitations and new construction meet the intent of the criteria outlined in Section 16-368 of the Municipal Code and those found in Black Hawk’s Design Guidelines as noted and evaluated in the staff report presented to City Council on June 26, 2019.

RECOMMENDATION:
Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE WITH CONDITIONS Resolution 39-2019, a Resolution approving a Certificate of Architectural Compatibility to allow the rehabilitation of four (4) existing buildings, the addition of a deck to one (1) existing building and the construction of two (2) new buildings located on Gregory Street with the finding in the Findings paragraph above. The conditions are as follows:

1. All proposed rehabilitations and new construction shall match the plans submitted; and
2. All applicable building and electrical permits must be obtained prior to beginning construction.

ATTACHMENTS:
A. Land Development Application Form
B. Project Plans and Scope
C. Gregory Street Master Plan
Applicant’s Submittal
LAND USE APPLICATION FORM
City of Black Hawk
Community Planning and Development

211 Church Street, P.O. Box 68
Black Hawk, CO 80422
Phone: 303-582-0615
Fax: 303-582-2239
www.cityofblackhawk.org

DATE: May 29, 2019
APPLICANT NAME: The City of Black Hawk
APPLICANT ADDRESS: 211 Church Street, Black Hawk CO 80422
APPLICANT MAILING ADDRESS: Same as above
APPLICANT CONTACT NUMBER: 303-582-0615 EMAIL ADDRESS: CLinker@cityofblackhawk.org

PROPERTY OWNER NAME: Same as Applicant
PROPERTY OWNER ADDRESS:
PROPERTY OWNER MAILING ADDRESS:
PROPERTY OWNER CONTACT NUMBER:
PROPERTY OWNER EMAIL ADDRESS:

PROJECT NAME: Gregory Street Renovations and new construction
PROJECT ADDRESS: 311, 321, 341, 351, 361, 400 & 426 Gregory Street.
PROJECT DESCRIPTION: renovation of four (4) existing buildings, the addition of a dock to one (1) existing building and the construction of two (2) new buildings

IS PROPERTY WITHIN CITY LIMITS: YES ☐ NO ☑
PRESENT ZONING: HARD and CG CURRENT USE: vacant
NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE):

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE):
GILPIN COUNTY ASSESSOR'S I.D. NO.(S): EXISTING PROPERTY SIZE: ACRES/SQ.FEET
(PLEASE ATTACH A COPY OF SURVEY/PLAT.)
EXISTING BUILDING SIZE: SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS:

APPLICANT HAS READ AND ACKNOWLEDGES THE FOLLOWING:

For informational purposes, the Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code establishes the requirement for applicants to pay fees to cover the costs the City may incur by having City approved consultants evaluate and process applications.

APPLICANT AGREES TO THE FOLLOWING CERTIFICATION STATEMENT AND AFFIDAVIT:

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand the Black Hawk Adopted Fee Schedule and Section 16-370 of the Black Hawk Municipal Code, and by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application and further agree to pay City of Black Hawk invoices associated with the processing of this application.

The application must be submitted in person to the Community Planning and Development office. A complete submittal of one (1) hard copy set and one (1) electronic copy in PDF format on flash drive, as well as the receipt of application fee payment, must accompany the application. Application fees may be paid online at: http://www.cityofblackhawk.org/city-departments/community-planning-development/

SIGNATURE OF APPLICANT: ___________________________ DATE: 5/29/2019
Rev. 1.17.2019
ATTACHMENT B
Project Plans and Scope
May 13, 2019

McAfee House Scope of Work:

1. Temporarily lift and relocate existing building.
2. Excavate and construct new concrete foundations.
3. Wood and Steel Structural Framing.
5. New interior and sistering of existing interior and exterior wall framing.
7. Exterior wall sheathing and new Siding.
8. New Roof Sheathing and Asphalt Shingled Roof w/ new gutters and downspouts.
10. New Wood Doors, Frames and Hardware.
11. New HVAC system.
12. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.
May 13, 2019

Woodbury House Scope of Work:

1. Demolition and removal portion of existing building.
2. Temporarily lift and relocate existing building.
3. Excavate and construct new concrete foundations.
4. Wood and Steel Structural Framing.
5. Move and set building onto new foundations.
6. New interior and sistering of existing interior and exterior wall framing.
7. New Roof Trusses and sistering of existing rafters.
8. Exterior wall and Roof Sheathing.
11. New Wood Doors, Frames and Hardware.
12. New HVAC system.
13. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.
May 13, 2019

Norton House Scope of Work:

1. Demolition and removal portion of existing building.
2. Temporarily lift and relocate existing building.
3. Excavate and construct new concrete foundations.
4. Wood and Steel Structural Framing.
5. Move and set building onto new foundations.
6. New interior and sistering of existing interior and exterior wall framing.
7. New Roof Trusses and sistering of existing rafters.
8. Exterior wall sheathing and new Siding.
11. New Wood Doors, Frames and Hardware.
12. New HVAC system.
13. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.
June 3, 2019

Fire Truck Bldg Scope of Work:

1. Excavate and construct new concrete foundations.
2. Concrete Slab on Grade
3. Steel Framing
4. Concrete Masonry Unit (CMU) block
5. Steel Structure and Light Gauge Framing
6. Exterior wall sheathing, Insulation and Brick Masonry
7. New Standing Seam Metal Roof w/Gutters and downspouts
9. New Roll up Over Head Doors
10. Fire Alarm and Fire Suppression Systems
11. New HVAC system.
12. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.

 Permit #19-044

CITY OF BLACK HAWK
PLANNING DEPT.
June 3, 2019

Restroom Building Scope of Work:

1. Excavate and construct new concrete foundations.
2. Concrete Masonry Unit (CMU) block
3. Concrete Slab on Grade
4. Structural Steel
5. Exterior Metal Wall Panels
6. Asphalt Shingled Roof w/Gutters and downspouts
7. New Aluminum Clad Wood Windows
8. New Wood Doors
9. Restroom partitions and accessories.
10. New HVAC system.
11. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.

 Permit # 19-045

CITY OF BLACK HAWK
PLANNING DEPT.

Corporate Office:
361 71st Avenue, 80634
P.O. Box 1727, 80632
Greeley, CO
(970) 356-3611

Regional Office:
Suite 130
7680 W. Sahara Avenue
Las Vegas, NV 89117
(702) 252-3611
License No. A/B 42653

Regional Office:
Suite 100
1235 W. 124th Avenue
Westminster, CO 80234
(303) 920-5555
June 12, 2019

Bobtail Building Scope of Work:

1. Brace and Stabilize, then relocate the building to new location
2. Misc Concrete Footings
3. Reuse existing concrete Slab on Grade
4. Stone Masonry rehabilitation
5. New Exterior Stone Retaining Walls
6. Wood Decking and Associated Framing
7. Structural Wood Frame (Beams/Columns)
8. Steel Framing
9. Exterior Metal Wall Panels
10. EPDM Roofing w/gutters and downspouts
11. New Aluminum Clad Wood Windows
12. New Wood Doors
13. New gas piping and area heaters

Ryan Strub
Project Manager
Roche Constructors, Inc.
June 12, 2019

Bunk House Building Scope of Work:

1. Brace and Stabilize, then relocate the building to new location
2. Excavate and construct new concrete foundations.
3. Concrete Slab on Grade
4. Steel Framing
5. Exterior Metal Wall Panels
6. Asphalt Shingled Roof w/Gutters and downspouts
7. New Aluminum Clad Wood Windows
8. New Wood Doors
9. Restroom partitions and accessories.
10. New HVAC system.
11. New plumbing and fixtures.

Ryan Strub
Project Manager
Roche Constructors, Inc.
RESOLUTION 40-2019

A RESOLUTION
APPROVING THE
EXTERIOR PAINT
PROGRAM CONTRACTS
IN A TOTAL AMOUNT
NOT TO EXCEED
$87,518.25
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 40-2019

TITLE: A RESOLUTION APPROVING THE EXTERIOR PAINT PROGRAM CONTRACTS IN A TOTAL AMOUNT NOT TO EXCEED $87,518.25

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Exterior Paint Program Contracts in a total amount not to exceed $87,518.25, and authorizes the City Manager to execute the necessary agreements on behalf of the City as follows:

A. The contract for twelve (12) public facility buildings is awarded to Gonzales Custom Painting, Inc. in the amount of $74,568.25; and

B. The contract for two (2) residential buildings is awarded to Aspect Painting & Roofing LLC in the amount of $12,950.00.

RESOLVED AND PASSED this 26th day of June, 2019.

____________________________________
David D. Spellman, Mayor

ATTEST:

____________________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: To consider a Resolution approving the Exterior Paint Program Contracts to paint twelve (12) public facility buildings ($74,568.25) and two (2) residential buildings ($12,950.00) in a total amount not to exceed $87,518.25, and to authorize the City Manager to execute the necessary agreements on behalf of the City.

RECOMMENDATION:
MOTION TO approve Resolution 40-2019 approving the Exterior Paint Program Contracts to paint twelve (12) public facility buildings ($74,568.25) and two (2) residential buildings ($12,950.00) in a total amount not to exceed $87,518.25, and to authorize the City Manager to execute the necessary agreements on behalf of the City.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The purpose of these Requests for Qualifications/Request for Proposals was to solicit two (2) separate proposals from qualified firms to establish a contract for Painting Services on behalf of the City of Black Hawk.

RFP No. 2019-05 was intended for the Municipal owned properties located in Mountain City on Gregory Street and the Historic Presbyterian Church/City Council Chambers on Church Street.
RFP No. 2019-06 was intended for the privately-owned Residential properties located at 231 Dubois Street and 261 High Street.

261 High Street
The schedule for this procurement process is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 10, 2019</td>
<td>Request for Qualifications/Proposals (RFQP) issued by the City of Black Hawk.</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>Mandatory site visit for all properties will take place in Black Hawk at 10:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Bidders meet at 211 Church Street.</td>
</tr>
<tr>
<td>May 22, 2019</td>
<td>Written questions are due to the City by 2:00 p.m.</td>
</tr>
<tr>
<td>May 28, 2019</td>
<td>Answers to all questions will be issued by Addendum by 5:00 p.m.</td>
</tr>
<tr>
<td>June 7, 2019</td>
<td>Proposals (two (2) hard copies and one (1) electronic copy) are due at 4:00 p.m.</td>
</tr>
<tr>
<td>June 13, 2019</td>
<td>Negotiation(s) with the most responsive and responsible candidate, if required.</td>
</tr>
<tr>
<td>June 26, 2019</td>
<td>Contract to City Council for approval/signature.</td>
</tr>
<tr>
<td>June 27, 2019</td>
<td>Issue formal Notice of Award and Notice to Proceed.</td>
</tr>
</tbody>
</table>
Bid results are listed below:

<table>
<thead>
<tr>
<th>2019 EXTERIOR PAINT BID COMPARISON</th>
<th>2019 EXTERIOR PAINT BID COMPARISON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder</td>
<td>Total Lump Sum</td>
</tr>
<tr>
<td></td>
<td>Residential 231 Dubois 261 High</td>
</tr>
<tr>
<td>Performance Construction</td>
<td>$ 10,325.00  $ 7,359.00  $ 2,966.00  30 days</td>
</tr>
<tr>
<td>Wall Coat Company</td>
<td>$ 32,700.00  $ 25,800.00  $ 6,900.00  90 days</td>
</tr>
<tr>
<td>Aspect Painting &amp; Roofing LLC</td>
<td>$ 12,950.00  $ 6,200.00  $ 6,750.00  8-10 days</td>
</tr>
<tr>
<td>Gonzales Custom Painting, Inc.</td>
<td>$ 16,369.00  $ 9,876.00  $ 6,493.00  15 days</td>
</tr>
</tbody>
</table>

City staff did not seek the lowest bid, but the most qualified and responsible Painting Contractor. Therefore, staff is recommending RFP-2019-05 – Municipal be awarded to Gonzales Custom Painting, Inc., and RFP-2019-06 – Residential be awarded to Aspect Painting & Roofing LLC. The City has previously worked with both contractors and feel that each are well suited to perform the work as proposed.

AGENDA DATE: June 26, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Cynthia L. Linker CP&D Administrator

DOCUMENTS ATTACHED: Resolution 40-2019
Attachment A – Municipal
Attachment B – Residential

RECORD: [ ]Yes [X]No

CITY ATTORNEY REVIEW: [X]Yes [ ]N/A
ATTACHMENT A

RFP NO. 2019-05
Exterior Paint Contractor Municipal/Commercial Properties
Mountain City – Gregory Street
Historic Presbyterian Church – Church Street
EXTERIOR PAINT PROGRAM
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 27th day of June, 2019, by and between the City of Black Hawk (hereinafter referred to as (“Owner”) and Gonzales Custom Painting, Inc. (hereinafter referred to as (“Contractor”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Owner and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with Exhibit A, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the “Project”).

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Owner and Contractor, consist of this Agreement, Exhibit A, Exhibit B and Exhibit C and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Owner shall pay Contractor for the performance of work and completion of the Project not to exceed $74,568.25 as reflected in the amounts set forth in Exhibit B.

Section 4. Times and Methods of Payment.

A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor’s submittal of his invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the Owner objects to any invoices submitted by Contractor, the Owner will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the Owner fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended. Not Applicable

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City. Not
Section 7. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the Owner, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Owner shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the Owner is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Owner for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Owner and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence by June 27, 2019 and end on September 30, 2019. Contractor shall commence any work requested by the Owner within ten (10) days of notification by the Owner. In the event Contractor fails to commence work within this time period, the Owner may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Owner and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. The Owner will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

Contractor will not be charged with excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Owner:

A. to any preference, priority or allocation order duly issued by the Owner; and

B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Owner. The Owner shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City of Black Hawk ("City") is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.
Section 11. Indemnification.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Owner, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor’s employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the Owner, Contractor agrees to pay the Owner or reimburse the Owner for defense costs incurred by the Owner in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 12. Insurance.

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) each incident, five hundred thousand dollars ($500,000) disease—policy limit, and five hundred thousand dollars ($500,000) disease—each employee. (Exhibit C)

2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the Owner’s property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision. (Exhibit C)

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Trade Contractor’s owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract. (Exhibit C)

C. To the extent that liability results from the acts or omissions of the Trade Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor’s obligations under the Contract shall rest with the Trade Contractor’s Insurer.
Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the Owner as provided by this Agreement.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Owner with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Owner as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Owner. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Owner, Contractor shall disburse the same immediately to subcontractors without any requirement of the Owner to supervise the same. The Owner may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the Owner and any subcontractor because of the subletting of any part of the Project work.

Section 15. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved, which are attached as Exhibit B and incorporated by this reference.

B. An agreed lump sum.

C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 16. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Owner may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The Owner shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Owner, is not qualified to perform the work assigned to him, is guilty
of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Owner, nor shall any employment relationship between the Owner and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Owner and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Owner.

G. Contractor agrees to report immediately to the Owner, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor’s performance.

Section 17. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
   
   a. Notify the subcontractor and the Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor 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 contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

Section 18. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Owner. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.
Section 19. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 20. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 21. Waiver. No waiver by any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 22. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 24. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

ATTEST:

Stephen N. Cole, City Manager

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
CONTRACTOR

Dawn Wood, Office Manager
Gonzales Custom Painting, Inc.

STATE OF COLORADO )
) ss.
COUNTY OF GILPIN )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

5th day of 6th, 2019

by Dawn Wood as the Office Manager of Gonzales Custom Painting, Inc.

My commission expires: 6/9/21

(S E A L)

JOHN HEIKES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174033467
MY COMMISSION EXPIRES AUGUST 9, 2021

Notary Public
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ________________________, am a sole proprietor doing business as ________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, ________________________, am an owner/member/shareholder of ________________________, a [specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I, ________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

○ A valid Colorado Driver’s license or a Colorado identification card

○ A United States military card or a military dependent’s identification card

○ A United States Coast Guard Merchant Mariner card

○ A Native American tribal document or

○ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card

○ Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to Federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

______________________________________    ________________
Contractor Signature                        Date

Dawn Wood
Gonzales Custom Painting, Inc.
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Gonzales Custom Painting, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

Contractor Signature
Dawn Wood
Gonzales Custom Painting, Inc.

STATE OF COLORADO          )
   ) ss.
COUNTY OF GILPIN            )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of 2019, 2019

by Dawn Wood as the Office Manager of Gonzales Custom Painting.

My commission expires: 8/9/21

(SEAL)

Notary Public

JOHN HEIKES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174033457
MY COMMISSION EXPIRES AUGUST 9, 2021

Mountain City_Church Street_Trade Contractor Agreement

Rev. 10/2018
143 of 301
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A

SCOPE OF WORK
PROJECT SCOPE
211 Church Street, 410 Gregory Street, 416 Gregory Street, 420 Gregory Street, 430 Gregory Street, 436 Gregory Street, 440 Gregory Street, 450 Gregory Street, 456 Gregory Street, 460 Gregory Street, 470 Gregory Street, 496 Gregory Street

I. Also reference Addendum No. 1 attached.

II. Trade Contractor Agreement
   a. The Property Owner and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements.
   b. The City shall oversee the execution of documents and site work.

III. Business License / Contractor Registration
   a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor's license through the City Clerk's office.
   b. The City's Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal.
   c. Contractor and subcontractors will provide evidence of registration to CP&D.

IV. Building Permit and Required Inspections
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

V. Temporary Use Permit
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

VI. Warranty
   a. The Contractor shall warrant all workmanship and materials, for a minimum of one (1) year after final acceptance of the work by the City.
   b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.
   c. Refer to the Trade Contractor Agreement for specific warranty requirements.

VII. Insurance
   a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City's Trade Contract Agreement.

VIII. Storage of Materials
   a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.
   b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.
IX. Security on Site
   a. It is the Contractor’s responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.

X. Trash Removal and Site Maintenance
   a. The Contractor shall be required to dispose of all refuse generated by their work. Describe the means and method for clearing paint brushes and equipment?
   b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
   c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.
   d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.
   e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

XI. Animals on Site
   a. No animals are permitted on the site unless kept within vehicles at all times.

XII. Lead Paint
   a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.
   b. The Historic Residential property located at 231 Dubois Street did not test positive for lead.
   c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified. Contractor shall describe means and methods, e.g. encapsulation.
   d. Upon completion of abatement (encapsulation), the City’s Hazardous Waste consultant shall perform a final inspection to accept project.

XIII. Paint Colors
   a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property. See Addendum No. 1.
   b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.
   c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.
   d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette. Sheen shall have a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed and stands up to abrasion.
   e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.
   f. Flat paint will not be accepted on any portion of the structure.
XIV. Preparation

a. Include original historic structure, non-historic additions, and outbuildings.
b. Exclude all electrical and utility boxes.
c. Exclude all aluminum trim on windows, if existing.
d. Power wash all exterior surfaces on a gentle low pressure setting so as not to damage the wood or peel paint.
e. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.
f. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.
g. Property Owner is responsible to repair/replace major repairs to any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use. Addendum may outline exceptions.
h. Fill all cracks, patch and caulk where needed.
i. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.
j. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.
k. Structure is to be primed in its entirety with a mildew resistant primer.
l. The City shall inspect the preparation work prior to any layers of paint being placed on the house.
m. The Property Owner will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.
n. The Property Owner is responsible for daily removal of all pet waste during the duration of project.
o. The City will not pay the Contractor to remove items for access or remove pet waste. If access issue arises, Contractor to notify City immediately.
p. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.
q. Any treatment that causes damage to the structure shall be repaired at Contractor's expense.
r. Contractor shall leave the Property Owner with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.
XV. Primer/Paint/Varnish/Stain (to resemble paint) Application
   a. Prep and prime exposed wood surfaces per Manufacture recommendation and
      thickness.
   b. The primer coat should visually differ in color from succeeding coats.
   c. All paint shall be applied in (2) coats or per Manufacture recommendation
      and thickness, whichever requirement is greater.
   d. Repair rust on wrought iron fencing/railings. Direct to Metal (DTM) paint to
      match existing. Reference Addendum No. 1.
   e. An interim inspection between coats must be requested by Contractor and
      conducted by City.
   f. If going from a stain to paint, one (1) coat primer and (2) coats paint shall
      be applied or per the Manufacture recommendation and thickness, whichever
      requirement is greater.
   g. If surfaces are sprayed, Contractor to include back-rolling of all surfaces.
   h. All stain shall be two (2) coats with a clear natural satin finish or per
      Manufacture recommendation and thickness, whichever is greater.
   i. The job shall be free of runs, sags, cracking and skips with edges cut neatly.
   j. Contractor shall schedule work so paint is applied when weather conditions
      are in accordance with Manufacture recommendation.
   k. Siding must be dry from dew and frost prior to applying paint, and work must
      cease in time to allow paint to dry prior to dew and frost forming.
   l. Painting on exteriors shall not be conducted below 45 degrees F.
   m. The Contractor assumes all responsibility and accountability for painting
      under adverse conditions.
   n. Paint top and bottom edge of all doors and windows. Contractor to arrange
      access to residence through Property Owner.
   o. Paint bottom edge of all siding, corner stiles, and shutters.
   p. Caulk, as needed, all joints in exterior trim, including areas where wood
      joins siding.
   q. Consult with City for acceptable sheen and include on drawdowns.
   r. Consult with City for approved sealant products. Color to match siding or
      trim.
   s. Apply sealants at window and door frames, bed metal thresholds, at flashing
      and jacks.
XVI. Pay Applications and W9:
   a. When requesting payment from the Property Owner, the Contractor shall submit a pay application along with a completed W9 Form.
   b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.
   c. Property Owner is required to sign a Check and Payment Request Form, provided by the City, for requested payment invoiced by the Contractor.
   d. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided to the City by the Contractor.
   e. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of) format to include the company name of the Contractor for the project.
   f. The City requires that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner.
   g. The Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project.
City of Black Hawk Exterior Municipal/Commercial Paint Program

Instructions to Bidders

RFP NO.: 2019-05
Exterior Paint Contractor for Municipal/Commercial Properties
Mountain City Historical Park - Gregory Street
Historic Presbyterian Church - Church Street.

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
REQUEST FOR QUALIFICATIONS/PROPOSALS

1.0 ACKNOWLEDGEMENT STATEMENT
Contractor must sign below to acknowledge the conditions of the RFQP and return this page with their submittal.

The undersigned states under penalty of perjury that their Qualifications and Proposal package is true to the best of their knowledge and contains current accurate information as of the date identified below.

CITY OF BLACK HAWK EXTERIOR PAINT – MUNICIPAL PROJECTS
Painting Contractor Qualifications and Proposal

Contractor:__________________________________________________________

Contact:_________________________________________________________

Street Address:____________________________________________________

City/State:________________________________________________________

Phone:___________________________________________________________

Email Address:____________________________________________________

Print Name:_______________________________________________________

Title:_____________________________________________________________

Authorized Signature:______________________________________________

Date:________________________
2.0 GENERAL INFORMATION:

2.1 INTRODUCTION AND PURPOSE

2.1.1 The purpose of this Request for Qualifications/Request for Proposals (RFQP) is to solicit proposals from qualified firms to establish a contract for Painting Services on behalf of the City of Black Hawk (herein defined as “City”). The City seeks the most qualified and responsible Painting Contractor.

2.2 PROJECT DESCRIPTION

2.2.1 Mountain City Historic Park located along Gregory Street consists of eleven (11) historic homes rehabilitated for use as commercial retail and includes the following addresses:

- 410 Gregory Street – Lace House – Existing six (6) color scheme.
- 416 Gregory Street - Bradley House – New three (3) color scheme.
- 420 Gregory Street – White House - New three (3) color scheme.
- 430 Gregory Street – Graham House - New three (3) color scheme.
- 436 Gregory Street – Rough House - New three (3) color scheme.
- 440 Gregory Street – Reeves House – New two (2) color scheme.
- 450 Gregory Street – Carbis House – New three (3) color scheme.
- 456 Gregory Street – Wittick House – New three (3) color scheme.
- 460 Gregory Street – Stevenson House – New two (2) color scheme.
- 470 Gregory Street – Historic Barn – New one (1) color scheme.
- 496 Gregory Street – Peterson-Martin House – New three (3) color scheme for each house.
2.2.2 Black Hawk’s City Council Chambers is housed in the 1863 Presbyterian Church.
211 Church Street – Presbyterian Church – Existing two (2) color scheme.

3.0 INSTRUCTION TO BIDDERS

3.1 SUBMISSION SCHEDULE

3.1.1 The City will accept responses to this Request for Qualifications/Proposals (RFQP) until 4:00 P.M. on Friday, June 7, 2019.

3.1.2 This solicitation is issued for the sole purpose of receiving proposals from Painting Contractors for the City’s Exterior Paint Program.

3.1.3 Contractors intending on serving as subcontractors, sub-subcontractors, vendors or material suppliers should not submit responses to this RFQP, as it is intended for prime Painting Contractors only.

3.1.4 A detailed Scope of the Work will be provided to Bidders at the Mandatory Pre-Bid Walk.
3.1.5 The schedule for this procurement process is as follows, and is subject to change by the City at its sole discretion:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 10, 2019</td>
<td>Request for Qualifications/Proposals (RFQP) issued by the City of Black Hawk.</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>Mandatory site visit for all properties will take place in Black Hawk at 10:00 a.m. Bidders meet at 211 Church Street.</td>
</tr>
<tr>
<td>May 22, 2019</td>
<td>Written questions are due to the City by 2:00 p.m.</td>
</tr>
<tr>
<td>May 28, 2019</td>
<td>Answers to all questions will be issued by Addendum by 5:00 p.m.</td>
</tr>
<tr>
<td>June 7, 2019</td>
<td>Proposals (two (2) hard copies and one (1) electronic copy) are due at 4:00 p.m.</td>
</tr>
<tr>
<td>June 13, 2019</td>
<td>Negotiation(s) with the most responsive and responsible candidate, if required.</td>
</tr>
<tr>
<td>June 26, 2019</td>
<td>Contract to City Council for approval/signature.</td>
</tr>
<tr>
<td>June 27, 2019</td>
<td>Issue formal Notice of Award and Notice to Proceed.</td>
</tr>
</tbody>
</table>

3.2 COMMUNICATIONS
3.2.1 Bidders shall communicate with Cynthia Linker, CP&D Administrator, at 303-582-0615 or Clinker@cityofblackhawk.org.

3.3 CONTRACTOR QUALIFICATIONS
3.3.1 Contractor shall submit their qualifications, even if they have previously worked for the City. Include the following information:
   a. A brief, one-page overview of general information about the company highlighting previous relevant work experience and managerial ability.
   b. A description of your internal quality control management and procedures.
   c. Previous painting experience in and/or near the City.
   d. Previous painting experience in the Colorado Mountains or similar high-altitude environment.
   e. Resumes of staff specifically dedicated to the project. The City reserves the right to ask for replacement staff if they feel that the proposed staff is not properly qualified.
   f. Financial Statements are not required to be submitted as part of the bid, but may be requested of Contractors if their financial strength is in question.
3.4 ADDENDA TO THE RFQP
3.4.1 The City reserves the right to amend this RFQP by an Addendum at any time prior to the date set for receipt of responses.
3.4.2 Addenda will be posted on the Rocky Mountain E-Purchasing System web site by May 28, 2019 and shall be the responsibility of the candidate to obtain all addenda.
3.4.3 Candidates registered for the paid notification service on the Rocky Mountain E-Purchasing System shall be notified of addenda either by fax or email depending on the service that they have subscribed to.
3.4.4 It shall be the responsibility of candidates registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the City’s opinion, the postponement of the date for receipt of responses, an addendum will be issued announcing the new date.

3.5 MANDATORY PRE-BID WALK
3.5.1 A Mandatory Pre-bid Walk is scheduled for May 17, 2019 at 10:00 a.m.
3.5.2 Attendance by all Bidders is required at the Pre-bid Walk in order to bid on the municipal/commercial properties.
3.5.3 Bidders should meet at the historic Presbyterian Church located at 211 Church Street, Black Hawk, CO 80422.
3.5.4 Order of scheduled site visits:
   a. Municipal/Commercial: 211 Church Street, 410 Gregory Street, 416 Gregory Street, 420 Gregory Street, 430 Gregory Street, 436 Gregory Street, 440 Gregory Street, 450 Gregory Street, 456 Gregory Street, 460 Gregory Street, 470 Gregory Street, 496 Gregory Street.
   b. Residential: 261 High Street, 231 Dubois Street.
3.5.5 Bidders should come prepared with any questions regarding the project scope and contract document.
3.5.6 Each Bidder is responsible for inspecting the sites as to the conditions under which he/she shall be obligated to operate or that shall in any manner affect the cost, progress or performance of the work.
3.5.7 Neglect of this requirement will not be accepted as reason for a delay in starting or finishing the work or for adjustment to the cost of work.

3.6 PROPOSAL SUBMITTALS
3.6.1 The City is looking for a single proposal/bid for all twelve (12) municipal/commercial properties in this project.
3.6.2 Bidders shall provide two (2) hard copies of Attachment Two – Cost & Schedule Proposal Form in a sealed envelope addressed to Cynthia Linker, City of Black Hawk Community Planning & Development, PO Box 68, 211 Church Street, Black Hawk, CO 80422 and one (1) PDF electronic copy in PC-compatible format to CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecrer@cityofblackhawk.org no later than 4:00 p.m. June 7, 2019.

3.6.3 All packages shall be clearly marked with firm’s name, and “Municipal/Commercial Properties – Mountain City Historical Park and the Presbyterian on Church Street - RFP 2019-05”.

3.6.4 In submitting a response to this RFQP, it is understood that the City has the right to reject any and all responses to this RFQP as deemed to be in the City’s best interest.

3.6.5 Candidates are solely responsible for the successful delivery of their proposals.

3.6.6 The City will not be held responsible for technical difficulties (e.g. internet access, PDF file size restrictions, spam filters, etc.) that prevent a candidate from submitting their proposal.

3.6.7 Late submittals will not be accepted.

3.7 INFORMATION REQUEST
3.7.1 Written questions will be accepted until May 22, 2019 at 2:00 p.m.

3.7.2 All questions shall be directed to Cynthia Linker, City of Black Hawk CP&D, at CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecrer@cityofblackhawk.org.

3.7.3 The City may, but is not obligated to respond to questions received after this deadline.

3.7.4 All answers to questions shall be issued by an Addendum by 5:00 p.m. May 28, 2019.

3.8 PROJECT SCOPE
3.8.1 Trade Contractor Agreement
   a. The City and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements. This is included in Attachment One – Scope of Work & Proposed Contract Documents.

3.8.2 Business License / Contractor Registration
   a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor’s license through the City Clerk’s office.
b. The City’s Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal.

c. Contractor and subcontractors will provide evidence of registration to CP&D.

3.8.3 Building Permit and Required Inspections

a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

3.8.4 Temporary Use Permit

a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

3.8.5 Warranty

a. The Contractor shall warrant all workmanship and materials, for a minimum of two (2) years after final acceptance of the work by the City.

b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.

c. Refer to the Trade Contractor Agreement for specific warranty requirements.

3.8.6 Insurance

a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City’s Trade Contract Agreement.

3.8.7 Storage of Materials

a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.

b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

3.8.8 Security on Site

a. It is the Contractor’s responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.

3.8.9 Trash Removal and Site Maintenance

a. The Contractor shall be required to dispose of all refuse generated by their work.

b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.

d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.

e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

3.8.10 Animals on Site
a. No animals are permitted on the site unless kept within vehicles at all times.

3.8.11 Lead Paint
a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.

b. The Historic Presbyterian Church at 211 Church Street and the Lace House located at 410 Gregory tested positive for lead. The Lead Reports are included in Attachment One – Scope of Work & Proposed Contract Documents.

c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified.

d. Upon completion of abatement, the City’s Hazardous Waste consultant shall perform a final inspection to accept project.

3.8.12 Paint Colors
a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property and will be distributed at the Mandatory Pre-bid Walk.

b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.

c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.

d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette.

e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.

f. Flat paint will not be accepted on any portion of the structure.

3.8.13 Preparation
a. Power wash all exterior surfaces on a low pressure setting so as not to damage the wood or peel paint.
b. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.

c. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.

d. Repair/replace any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use.

e. Fill all cracks, patch and caulk where needed.

f. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.

g. Reset any nails that may be separating from the siding.

h. Structure is to be primed in its entirety with a mildew resistant primer.

i. The City shall inspect the preparation work prior to any layers of paint being placed on the house.

j. The City and/or the current retail tenant will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.

k. The City will not pay the Contractor to remove items for access. If access issue arises, Contractor to notify City immediately.

l. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.

m. Any treatment that causes damage to the structure shall be repaired at Contractor’s expense.

n. Contractor shall leave the City with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.

3.8.14 Primer/Paint/Varnish/Stain (to resemble paint) Application

a. Prep and prime exposed wood surfaces per Manufacture recommendation and thickness.

b. The primer coat should visually differ in color from succeeding coats.

c. All paint shall be applied in (2) coats or per Manufacture recommendation and thickness, whichever requirement is greater.

d. An interim inspection between coats must be requested by Contractor and conducted by City.

e. If going from a stain to paint, one (1) coat primer and (2) coats paint shall be applied or per the Manufacture recommendation and thickness, whichever requirement is greater.
f. If surfaces are sprayed, Contactor to include back-rolling all surfaces.
g. All stain shall be two (2) coats with a clear natural satin finish or per Manufacture recommendation and thickness, whichever is greater.
h. The job shall be free of runs, sags, cracking and skips with edges cut neatly.
i. Contractor shall schedule work so paint is applied when weather conditions are in accordance with Manufacture recommendation.
j. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming.
k. Painting on exteriors shall not be conducted below 45 degrees F.
l. The Contractor assumes all responsibility and accountability for painting under adverse conditions.
m. Paint top and bottom edge of all doors and windows. Contractor to arrange access to each structure through the City.
n. Paint bottom edge of all siding, corner stiles, and shutters.
o. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.
p. Consult with City for acceptable sheen and include on drawdowns.
q. Consult with City for approved sealant products. Color to match siding or trim.
r. Apply sealants at window and door frames, bed metal thresholds, at flashing and jacks.

3.8.15 Pay Applications and W9:
a. When requesting payment from the City, the Contractor shall submit a pay application along with a completed W9 Form.
b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.
c. All payments are made directly to the Contractor.
Attachment One – Scope of Work & Proposed Contract Documents:

The following documents are provided for the candidates to use in preparing the proposal:

B. Lead Based Paint Report – Historic Presbyterian Church – 211 Church Street.

End of Attachment One – Scope of Work & Proposed Contract Documents
Attachment Two – Cost & Schedule Bid Proposal Form:

Submitted By:

Company Name:_______________________________________________________________

Company Contact:____________________________________________________________

Address:_______________________________________________________________________

City/State:_____________________________________________________________________

Phone:_________________________________________________________________________

Email:_________________________________________________________________________

Acknowledge Addenda numbered: ____, ____, ____, _____

By:_________________________________________________________ Date: ____________
    Signature

    Printed
Base Proposal Amount for all Twelve (12) Municipal/Commercial Projects:

One (1) Contractor will be awarded all twelve (12) properties, but the City requires individual pricing for each individual property address.

In compliance with the Request for Proposal No. 2019-05 – Exterior Paint – Municipal Properties in the City of Black Hawk and subject to all conditions thereof, the undersigned hereby proposes to furnish all materials, labor, equipment, supervision, onsite and offsite overhead and profit as required for this Proposal to provide the Work as specified in accordance with the Contract Documents for the Project.

**Total Lump Sum - Base Proposal All Twelve (12) Properties:**

$_______________________________ Dollars

($_______________________________).

**Lump Sum - Base Proposal Each Individual Property:**

211 Church Street – Historic Church

$_______________________________

(Numerically)

410 Gregory Street – Lace House

$_______________________________

(Numerically)

416 Gregory Street – Bradley House

$_______________________________

(Numerically)
420 Gregory Street – White House

$______________________________
   (Numerically)

430 Gregory Street – Graham House

$______________________________
   (Numerically)

436 Gregory Street – Rough House

$______________________________
   (Numerically)

440 Gregory Street – Reeves House

$______________________________
   (Numerically)

450 Gregory Street – Carbis House

$______________________________
   (Numerically)

456 Gregory Street – Wittick House

$______________________________
   (Numerically)
460 Gregory Street – Stevenson House

$____________________________________
(Numerically)

470 Gregory Street – Historic Barn

$____________________________________
(Numerically)

496 Gregory Street – Peterson-Martin House

$____________________________________
(Numerically)

The undersigned acknowledges that time is of the essence and agrees to complete the project within ________________ calendar days after commencement of work predicated on a written Notice to Proceed, currently anticipated for issuance by the Owner by June 27, 2019. Note: The City of Black Hawk requires that all projects be completed no later than September 30, 2019.
Instructions to Bidders

RFP NO.: 2019-05
Exterior Paint Contractor for Municipal/Commercial Properties
Mountain City Historical Park - Gregory Street
Historic Presbyterian Church - Church Street.

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Addendum No. 1
Monday, May 20, 2019

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
A. Items excluded from the scope of work:
1. All white wooden picket and black pipe fencing.
2. All metal staircases and handrail.
3. All concrete staircases and handrail.
4. All black pedestal lights.
5. Aluminum trim on windows, if existing.
B. Items added to the scope of work:
1. Outbuilding behind 460 Gregory Street. Paint accessible areas.
2. Conceal all wood siding nail holes associated with each structure.
3. Preserve natural patina of outhouse above 420 and 430 Gregory and use a clear stain to protect wood.
4. Repair all rusted metal brackets located at base of wooden posts associated with each structure.

5. Paint all exterior light fixtures black that are associated with each property and similar to the example below. No other lights fixtures shall be painted.
6. Repair leaking and rusted half-round gutters and paint all gutters and downspouts associated with each structure.

7. Paint all flashing associated with each structure.

8. As a way to enhance the curb appeal and create a signature statement, the City would like each property to have a distinct door color. Coordinate body, trim and accent colors with the door colors listed below:
   a. HGTV Home by Sherwin Williams – Coral Reef HGSW1074
   b. Valspar – Whipped Strawberry - 1006-1A
   c. Valspar – Exotic Sea - 5004-10B
   d. Valspar – Toasted Apricot – 2006-3B
   e. Valspar – Dreamy Caramel – 3003-4A
   f. Valspar - Emerald Isle – 6004-6B
   g. Valspar - Out of the Blue – 5004-9B
   h. Valspar - New Black – 4011-1
   i. Valspar – Simply Periwinkle – 4005-10A
   j. Valspar – Pine Forest – 5007-8C
   k. Valspar – Cosmic Berry – 4001-10C
9. Select a Sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays cleaner, is easily washed and stands up to abrasion.

10. The City is looking for bidders to create and provide well thought out color palettes with a rich, diverse color scheme using the recommended number of colors below:
   a. 410 Gregory Street – Lace House – New five (5) color scheme;
   b. 416 Gregory Street – Bradley House – New four (4) color scheme.
   c. 420 Gregory Street – White House – New four (4) color scheme.
   d. 430 Gregory Street – Graham House – New four (4) color scheme.
   e. 436 Gregory Street – Rough House – New four (4) color scheme.
   f. 440 Gregory Street – Reeves House – New three (3) color scheme.
   g. 450 Gregory Street – Carbis House – New four (4) color scheme.
   h. 456 Gregory Street – Whittick House – New four (4) color scheme.
   i. 460 Gregory Street – Stevenson House – New four (4) color scheme.
   j. 470 Gregory Street – Historic Barn – New two (2) color scheme.
   k. 496 Gregory Street – Peterson-Martin House – New four (4) color scheme for each house.
EXHIBIT B
SCHEDULE OF VALUES
<table>
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<tr>
<th>Bidder</th>
<th>Total Lump Sum</th>
<th>Muni/Comm 211 Church</th>
<th>410 Gregory</th>
<th>416 Gregory</th>
<th>420 Gregory</th>
<th>430 Gregory</th>
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<td>$ 68,400.00</td>
<td>$ 10,600.00</td>
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<td>$ 4,700.00</td>
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<td>$ 6,100.00</td>
<td>$ 3,700.00</td>
<td>$ 2,800.00</td>
<td>$ 9,500.00</td>
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EXHIBIT C

INSURANCE CERTIFICATES
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BUSINESS INSURANCE SPECIALISTS INC
4356 Chateau Ridge Rd
Castle Rock, CO 80108-8424

CONTACT NAME: Frank Cleary
PHONE: 303-688-6453
FAX: 303-688-0628
E-MAIL ADDRESS: frankcleary@comcast.net
INSURED: Gonzales Custom Painting, Inc
6820 Orion Court
Arvada, CO 80007

303-791-0036 Office

COVERAGES

COVERAGE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<th>COVERAGES</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL LIMITS</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City Of Black Hawk
201 Selak St
PO Box 68
Blackhawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT B

RFP NO. 2019-06
Exterior Paint Contractor Residential Properties
261 High Street
231 Dubois Street
GENERAL FUND EXTERIOR PAINT GRANT PROGRAM AGREEMENT

THIS GENERAL FUND EXTERIOR PAINT GRANT PROGRAM AGREEMENT (the "Agreement") is made as of the 27th day of June, 2019 (the "Effective Date") by and between the CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado (the "City") and Mary Louise Price (the "Property Owner") whose Residential Property address is 261 High Street, Black Hawk, Colorado, 80422.

RECITALS

A. The City has made certain proceeds of the General Fund Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the "Grant Program").

B. The Property Owner, who is the owner of a structure located at 261 High Street, Black Hawk, Colorado 80422, (the "Residential Property") submitted an application under the Grant Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

1. Grant / Emergency Grant.

1.1 Award. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to $6,750.00 (the "Award") for the exterior paint of a Residential Property.

1.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Award (the "Tax Burden").

261 High Street Program Agreement

Rev. 10/2018
177 of 301
Property Owner shall provide evidence of the Tax Burden that is satisfactory to the City, in its sole discretion, prior to any payment of the Tax Burden by the City. In the event that Property Owner requests payment from the City prior to payment of his/her taxes, the City shall pay the Property Owner directly. In the event that Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. **Agreement, Acknowledgement and Representation by Property Owner.** The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 **Review of Documents.** The Property Owner (a) has read this Agreement and the applicable "General Fund Exterior Paint Fund Guide to Programs," (b) fully understands the terms and conditions of the grant as set forth therein, and (c) agrees to be bound by those terms and conditions.

2.2 **Failure to Comply.** Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner’s right to any Award payments.

2.3 **No Liability.** The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Grant Program, whether or not the Property Owner is actually paid any funds from the Award.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “Project”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Award by the City to begin the Project.

4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Award shall be disbursed to the Property Owner upon satisfaction of:

4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting
documents or certifications of the Property Owner evidencing the reasonableness and the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 Building Permit. If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Chief Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 Other Documents or Requirements. The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 Completion of Improvements. The Project shall have been satisfactorily completed in accordance with the City’s Grant Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursement is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

5.1 Grant Disbursement. The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor.
6. **Termination of the Award.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **September 30, 2019** (The "**Termination Date**"), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

7. **Sale or Transfer of Property.**

7.1 **Reimbursement.** In the event the amount of the Award plus the Tax Burden (the "**Combined Amount**") set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the "**Reimbursement Amount**").

7.2 **Security.** In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust ("**Estimated Reimbursement Amount**"); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the City shall pay the difference back to the Owner after the transfer or sale and upon the City’s receipt of the Estimated Reimbursement Amount.

7.3 **Avoidance of Security Requirement.** Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the

261 High Street Program Agreement
sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.

8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

**If to the City:**
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422  
ATTN: Community Planning & Development

**If to the Property Owner:**
Mary Louise Price  
261 High Street, PO Box 485  
Black Hawk, CO 80422

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. **Miscellaneous:**

10.1 **Amendments and Supplements:** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 **Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.
10.3 **Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.

10.4 **Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 **Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 **Governing Law.** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.
IN WITNESS WHEREOF, the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

______________________________
Stephen N. Cole

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
STATE OF COLORADO  
COUNTY OF GILPIN  

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 18th day of June, 2019 by Mary Louis Price as the Property Owner of 261 High Street.  

My commission expires: DECEMBER 15, 2020  

(SEAL)

261 High Street_Program Agreement
EXTERIOR PAINT PROGRAM
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 27th day of June, 2019, by and between Mary Louis Price (hereinafter referred to as (“Owner”) and Aspect Painting & Roofing LLC (hereinafter referred to as (“Contractor”).

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Owner and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with Exhibit A, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the “Project”).

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Owner and Contractor, consist of this Agreement, Exhibit A, Exhibit B and Exhibit C and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Owner shall pay Contractor for the performance of work and completion of the Project not to exceed $6,750.00 as reflected in the amounts set forth in Exhibit B.

Section 4. Times and Methods of Payment.

A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor’s submittal of his invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the Owner objects to any invoices submitted by Contractor, the Owner will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the Owner fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended. Not Applicable

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City. Not Applicable
Section 7. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor’s performance by the Owner, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Owner shall have the right and authority to determine the acceptability of Contractor’s performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the Owner is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Owner for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Owner and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence by June 27, 2019 and end on September 30, 2019. Contractor shall commence any work requested by the Owner within ten (10) days of notification by the Owner. In the event Contractor fails to commence work within this time period, the Owner may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Owner and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. The Owner will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

Contractor will not be charged with excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Owner:

A. to any preference, priority or allocation order duly issued by the Owner; and

B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Owner. The Owner shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City of Black Hawk ("City") is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.
Section 11. Indemnification.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Owner, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor’s employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the Owner, Contractor agrees to pay the Owner or reimburse the Owner for defense costs incurred by the Owner in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 12. Insurance.

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) each incident, five hundred thousand dollars ($500,000) disease—policy limit, and five hundred thousand dollars ($500,000) disease—each employee. (Exhibit C)

2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the Owner’s property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision. (Exhibit C)

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Trade Contractor’s owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract. (Exhibit C)

C. To the extent that liability results from the acts or omissions of the Trade Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner’s officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor’s obligations under the Contract shall rest with the Trade Contractor’s Insurer.
Section 13. Warranties and Guarantees. Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the Owner as provided by this Agreement.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Owner with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Owner as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Owner. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Owner, Contractor shall disburse the same immediately to subcontractors without any requirement of the Owner to supervise the same. The Owner may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the Owner and any subcontractor because of the subletting of any part of the Project work.

Section 15. Changes in Contract Price. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved, which are attached as Exhibit B and incorporated by this reference.

B. An agreed lump sum.

C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 16. Work Rules.

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Owner may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The Owner shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Owner, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.
C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Owner, nor shall any employment relationship between the Owner and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Owner and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Owner.

G. Contractor agrees to report immediately to the Owner, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

Section 17. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
   
a. Notify the subcontractor and the Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor 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 contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

Section 18. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Owner. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.
Section 19. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 20. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 21. Waiver. No waiver any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 22. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 24. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

PROPERTY OWNER

Mary Louis Price

STATE OF COLORADO )
COUNTY OF GILPIN ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 

18th day of June, 2019

by Mary Louis Price as the Property Owner of 261 High Street.

My commission expires: DECEMBER 15, 2020

(SEAL)

JANET DENNEHY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2018402501
MY COMMISSION EXPIRES DECEMBER 15, 2020
STATE OF COLORADO

COUNTY OF GILPIN

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

18th day of June, 2019

by Michael Dickson as the Business Owner of Aspect Painting & Roofing LLC.

My commission expires: December 15, 2020

(S E A L)

Notary Public
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ______________________, am a sole proprietor doing business as ______________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☒ I, Michael Dickson, am an owner/member/shareholder of Aspect Painting & Roofing LLC [specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☒ I, Michael Dickson, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

☐ A valid Colorado Driver’s license or a Colorado identification card
☐ A United States military card or a military dependent’s identification card
☐ A United States Coast Guard Merchant Mariner card
☐ A Native American tribal document or
☐ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
☐ Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

[Signature]
Contractor Signature
Michael Dickson
Aspect Painting & Roofing LLC

10-18-2019
Date
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

1. I, ________________________, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

   1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

   2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and

   3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

   ___________________________________________  ____________________________
   Contractor Signature                          Date

   Michael Dickson
   Aspect Painting & Roofing LLC

STATE OF COLORADO                )                                       ) ss.
COUNTY OF GILPIN                 )                                       )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ___________________________ day of __________________________________, 2019

by Michael Dickson as the Business Owner of Aspect Painting & Roofing LLC.

My commission expires: ___________________________________________

(S E A L)

Notary Public

261 High Street_Trade Contractor Agreement
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A

SCOPE OF WORK
I. Also reference Addendum No. 1 attached.

II. Trade Contractor Agreement
   a. The Property Owner and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements.
   b. The City shall oversee the execution of documents and site work.

III. Business License / Contractor Registration
   a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor's license through the City Clerk's office.
   b. The City's Business License & Registration Form is available at the following web address:
      https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal.
   c. Contractor and subcontractors will provide evidence of registration to CP&D.

IV. Building Permit and Required Inspections
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

V. Temporary Use Permit
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

VI. Warranty
   a. The Contractor shall warrant all workmanship and materials, for a minimum of one (1) year after final acceptance of the work by the City.
   b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.
   c. Refer to the Trade Contractor Agreement for specific warranty requirements.

VII. Insurance
   a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City's Trade Contract Agreement.

VIII. Storage of Materials
   a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.
   b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

IX. Security on Site
   a. It is the Contractor's responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.
X. Trash Removal and Site Maintenance
   a. The Contractor shall be required to dispose of all refuse generated by their work. Describe the means and method for clearing paint brushes and equipment?
   b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
   c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.
   d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.
   e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

XI. Animals on Site
   a. No animals are permitted on the site unless kept within vehicles at all times.

XII. Lead Paint
   a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.
   b. The Historic Residential property located at 261 High Street tested positive for lead. The Lead Report is attached.
   c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified. Contractor shall describe means and methods, e.g. encapsulation.
   d. Upon completion of abatement (encapsulation), the City’s Hazardous Waste consultant shall perform a final inspection to accept project.

XIII. Paint Colors
   a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property. See Addendum No. 1.
   b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.
   c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.
   d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette. Sheen shall have a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed and stands up to abrasion.
   e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.
   f. Flat paint will not be accepted on any portion of the structure.
XIV. Preparation
   a. Include original historic structure, non-historic additions, and outbuildings.
   b. Exclude all electrical and utility boxes.
   c. Exclude all aluminum trim on windows, if existing.
   d. Power wash all exterior surfaces on a gentle low pressure setting so as not to damage the wood or peel paint.
   e. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.
   f. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.
   g. Property Owner is responsible to repair/replace major repairs to any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use. Addendum may outline exceptions.
   h. Fill all cracks, patch and caulk where needed.
   i. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.
   j. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.
   k. Structure is to be primed in its entirety with a mildew resistant primer.
   l. The City shall inspect the preparation work prior to any layers of paint being placed on the house.
   m. The Property Owner will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.
   n. The Property Owner is responsible for daily removal of all pet waste during the duration of project.
   o. The City will not pay the Contractor to remove items for access or remove pet waste. If access issue arises, Contractor to notify City immediately.
   p. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.
   q. Any treatment that causes damage to the structure shall be repaired at Contractor’s expense.
   r. Contractor shall leave the Property Owner with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.
XV. Primer/Paint/Varnish/Stain (to resemble paint) Application
   a. Prep and prime exposed wood surfaces per Manufacture recommendation and thickness.
   b. The primer coat should visually differ in color from succeeding coats.
   c. All paint shall be applied in (2) coats or per Manufacture recommendation and thickness, whichever requirement is greater.
   d. Repair rust on wrought iron fencing/railings. Direct to Metal (DTM) paint to match existing. Reference Addendum No. 1.
   e. An interim inspection between coats must be requested by Contractor and conducted by City.
   f. If going from a stain to paint, one (1) coat primer and (2) coats paint shall be applied or per the Manufacture recommendation and thickness, whichever requirement is greater.
   g. If surfaces are sprayed, Contactor to include back-rolling of all surfaces.
   h. All stain shall be two (2) coats with a clear natural satin finish or per Manufacture recommendation and thickness, whichever is greater.
   i. The job shall be free of runs, sags, cracking and skips with edges cut neatly.
   j. Contractor shall schedule work so paint is applied when weather conditions are in accordance with Manufacture recommendation.
   k. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming.
   l. Painting on exteriors shall not be conducted below 45 degrees F.
   m. The Contractor assumes all responsibility and accountability for painting under adverse conditions.
   n. Paint top and bottom edge of all doors and windows. Contractor to arrange access to residence through Property Owner.
   o. Paint bottom edge of all siding, corner stiles, and shutters.
   p. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.
   q. Consult with City for acceptable sheen and include on drawdowns.
   r. Consult with City for approved sealant products. Color to match siding or trim.
   s. Apply sealants at window and door frames, bed metal thresholds, at flashing and jacks.
XVI. Pay Applications and W9:

a. When requesting payment from the Property Owner, the Contractor shall submit a pay application along with a completed W9 Form.

b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.

c. Property Owner is required to sign a Check and Payment Request Form, provided by the City, for requested payment invoiced by the Contractor.

d. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided to the City by the Contractor.

e. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the Contractor for the project.

f. The City requires that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner.


g. The Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project.
City of Black Hawk Exterior Residential Paint Program

Instructions to Bidders

RFP NO.: 2019-06
Exterior Paint Contractor for Residential Properties
231 Dubois Street
261 High Street

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
REQUEST FOR QUALIFICATIONS/PROPOSALS

1.0 ACKNOWLEDGEMENT STATEMENT
Contractor must sign below to acknowledge the conditions of the RFQP and return this page with their submittal.

The undersigned states under penalty of perjury that their Qualifications and Proposal package is true to the best of their knowledge and contains current accurate information as of the date identified below.

CITY OF BLACK HAWK EXTERIOR PAINT – RESIDENTIAL PROJECTS
Painting Contractor Qualifications and Proposal

Contractor: ____________________________________________

Contact: ____________________________________________

Street Address: _______________________________________

City/State: __________________________________________

Phone: ______________________________________________

Email Address: ________________________________________

Print Name: __________________________________________

Title: ________________________________________________

Authorized Signature: _________________________________

Date: _______________________________
2.0 GENERAL INFORMATION:

2.1 INTRODUCTION AND PURPOSE

2.1.1 The purpose of this Request for Qualifications/Request for Proposals (RFQP) is to solicit proposals from qualified firms to establish a contract for Painting Services on behalf of the City of Black Hawk (herein defined as “City”). The City seeks the most qualified and responsible Painting Contractor.

2.2 PROJECT DESCRIPTION

2.2.1 Historic Residential Properties located at:

231 Dubois Street – Existing two (2) color scheme

261 High Street – Existing two (2) color scheme
3.0 INSTRUCTION TO BIDDERS
3.1 SUBMISSION SCHEDULE
3.1.1 The City will accept responses to this Request for Qualifications/Proposals (RFQP) until 4:00 P.M. on Friday, June 7, 2019.
3.1.2 This solicitation is issued for the sole purpose of receiving proposals from Painting Contractors for the City’s Exterior Paint Program.
3.1.3 Contractors intending on serving as subcontractors, sub-subcontractors, vendors or material suppliers should not submit responses to this RFQP, as it is intended for prime Painting Contractors only.
3.1.4 A detailed Scope of the Work will be provided to Bidders at the Mandatory Pre-Bid Walk.
3.1.5 The schedule for this procurement process is as follows, and is subject to change by the City at its sole discretion:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 10, 2019</td>
<td>Request for Qualifications/Proposals (RFQP) issued by the City of Black Hawk.</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>Mandatory site visit for all properties will take place in Black Hawk at 10:00 a.m. Bidders meet at 211 Church Street.</td>
</tr>
<tr>
<td>May 22, 2019</td>
<td>Written questions are due to the City by 2:00 p.m.</td>
</tr>
<tr>
<td>May 28, 2019</td>
<td>Answers to all questions will be issued by Addendum by 5:00 p.m.</td>
</tr>
<tr>
<td>June 7, 2019</td>
<td>Proposals (two (2) hard copies and one (1) electronic copy) are due at 4:00 p.m.</td>
</tr>
<tr>
<td>June 13, 2019</td>
<td>Negotiation(s) with the most responsive and responsible candidate, if required.</td>
</tr>
<tr>
<td>June 26, 2019</td>
<td>Contract to City Council for approval/signature.</td>
</tr>
<tr>
<td>June 27, 2019</td>
<td>Issue formal Notice of Award and Notice to Proceed.</td>
</tr>
</tbody>
</table>

3.2 COMMUNICATIONS
3.2.1 Bidders shall communicate with Cynthia Linker, CP&D Administrator, at 303-582-0615 or Clinker@cityofblackhawk.org.

3.3 CONTRACTOR QUALIFICATIONS
3.3.1 Contractor shall submit their qualifications, even if they have previously worked for the City. Include the following information:
   a. A brief, one-page overview of general information about the company highlighting previous relevant work experience and managerial ability.
   b. A description of your internal quality control management and procedures.
c. Previous painting experience in and/or near the City.
d. Previous painting experience in the Colorado Mountains or similar high-altitude environment.
e. Resumes of staff specifically dedicated to the project. The City reserves the right to ask for replacement staff if they feel that the proposed staff is not properly qualified.
f. Financial Statements are not required to be submitted as part of the bid, but may be requested of Contractors if their financial strength is in question.

3.4 ADDENDA TO THE RFQP
3.4.1 The City reserves the right to amend this RFQP by an Addendum at any time prior to the date set for receipt of responses.
3.4.2 Addenda will be posted on the Rocky Mountain E-Purchasing System web site by May 28, 2019 and shall be the responsibility of the candidate to obtain all addenda.
3.4.3 Candidates registered for the paid notification service on the Rocky Mountain E-Purchasing System shall be notified of addenda either by fax or email depending on the service that they have subscribed to.
3.4.4 It shall be the responsibility of candidates registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the City’s opinion, the postponement of the date for receipt of responses, an addendum will be issued announcing the new date.

3.5 MANDATORY PRE-BID WALK
3.5.1 A Mandatory Pre-bid Walk is scheduled for May 17, 2019 at 10:00 a.m.
3.5.2 Attendance by all Bidders is required at the Pre-bid Walk in order to bid on the residential properties.
3.5.3 Bidders should meet at the historic Presbyterian Church located at 211 Church Street, Black Hawk, CO 80422.
3.5.4 Order of scheduled site visits:
   a. Municipal/Commercial: 211 Church Street, 410 Gregory Street, 416 Gregory Street, 420 Gregory Street, 430 Gregory Street, 436 Gregory Street, 440 Gregory Street, 450 Gregory Street, 456 Gregory Street, 460 Gregory Street, 470 Gregory Street, 496 Gregory Street.
   b. Residential: 261 High Street, 231 Dubois Street.
3.5.5 Bidders should come prepared with any questions regarding the project scope and contract document.
3.5.6 Each Bidder is responsible for inspecting the sites as to the conditions under which he/she shall be obligated to operate or that shall in any manner affect the cost, progress or performance of the work.

3.5.7 Neglect of this requirement will not be accepted as reason for a delay in starting or finishing the work or for adjustment to the cost of work.

3.6 PROPOSAL SUBMITTALS

3.6.1 The City is looking for a single proposal/bid for the two (2) residential properties in this project.

3.6.2 Bidders shall provide two (2) hard copies of Attachment Two – Cost & Schedule Proposal Form in a sealed envelope addressed to Cynthia Linker, City of Black Hawk Community Planning & Development, PO Box 68, 211 Church Street, Black Hawk, CO 80422 and one (1) PDF electronic copy in PC-compatible format to CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecher@cityofblackhawk.org no later than 4:00 p.m. June 7, 2019.

3.6.3 All packages shall be clearly marked with firm’s name, and “Historic Residential – Dubois Street and High Street - RFP 2019-06”.

3.6.4 In submitting a response to this RFQP, it is understood that the City has the right to reject any and all responses to this RFQP as deemed to be in the City’s best interest.

3.6.5 Candidates are solely responsible for the successful delivery of their proposals.

3.6.6 The City will not be held responsible for technical difficulties (e.g. internet access, PDF file size restrictions, spam filters, etc.) that prevent a candidate from submitting their proposal.

3.6.7 Late submittals will not be accepted.

3.7 INFORMATION REQUEST

3.7.1 Written questions will be accepted until May 22, 2019 at 2:00 p.m.

3.7.2 All questions shall be directed to Cynthia Linker, City of Black Hawk CP&D, at CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecher@cityofblackhawk.org.

3.7.3 The City may, but is not obligated to respond to questions received after this deadline.

3.7.4 All answers to questions shall be issued by an Addendum by 5:00 p.m. May 28, 2019.
3.8 **PROJECT SCOPE**

3.8.1 Trade Contractor Agreement
   a. The Property Owner and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements. This is included in **Attachment One – Scope of Work & Proposed Contract Documents.**
   b. The City shall oversee the execution of documents and site work.

3.8.2 Business License / Contractor Registration
   a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor’s license through the City Clerk’s office.
   b. The City’s Business License & Registration Form is available at the following web address: [https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal](https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal).
   c. Contractor and subcontractors will provide evidence of registration to CP&D.

3.8.3 Building Permit and Required Inspections
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

3.8.4 Temporary Use Permit
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

3.8.5 Warranty
   a. The Contractor shall warrant all workmanship and materials, for a minimum of one (1) year after final acceptance of the work by the City.
   b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.
   c. Refer to the Trade Contractor Agreement for specific warranty requirements.

3.8.6 Insurance
   a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City’s Trade Contract Agreement.
3.8.7 Storage of Materials
   a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.
   b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

3.8.8 Security on Site
   a. It is the Contractor’s responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.

3.8.9 Trash Removal and Site Maintenance
   a. The Contractor shall be required to dispose of all refuse generated by their work.
   b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
   c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.
   d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.
   e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

3.8.10 Animals on Site
   a. No animals are permitted on the site unless kept within vehicles at all times.

3.8.11 Lead Paint
   a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.
   b. The Historic Residential property located at 261 High Street tested positive for lead. The Lead Report is included in Attachment One – Scope of Work & Proposed Contract Documents.
   c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified.
   d. Upon completion of abatement, the City’s Hazardous Waste consultant shall perform a final inspection to accept project.

3.8.12 Paint Colors
   a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property and will be distributed at the Mandatory Pre-bid Walk.
b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.

c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.

d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette.

e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.

f. Flat paint will not be accepted on any portion of the structure.

3.8.13 Preparation

a. Power wash all exterior surfaces on a low pressure setting so as not to damage the wood or peel paint.

b. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.

c. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.

d. Property Owner is responsible to repair/replace any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use.

e. Fill all cracks, patch and caulk where needed.

f. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.

g. Reset any nails that may be separating from the siding.

h. Structure is to be primed in its entirety with a mildew resistant primer.

i. The City shall inspect the preparation work prior to any layers of paint being placed on the house.

j. The Property Owner will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.

k. The Property Owner is responsible for daily removal of all pet waste during the duration of project.

l. The City will not pay the Contractor to remove items for access or remove pet waste. If access issue arises, Contractor to notify City immediately.

m. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.
n. Any treatment that causes damage to the structure shall be repaired at Contractor’s expense.

o. Contractor shall leave the Property Owner with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.

3.8.14 Primer/Paint/Varnish/Stain (to resemble paint) Application

a. Prep and prime exposed wood surfaces per Manufacture recommendation and thickness.

b. The primer coat should visually differ in color from succeeding coats.

c. All paint shall be applied in (2) coats or per Manufacture recommendation and thickness, whichever requirement is greater.

d. An interim inspection between coats must be requested by Contractor and conducted by City.

e. If going from a stain to paint, one (1) coat primer and (2) coats paint shall be applied or per the Manufacture recommendation and thickness, whichever requirement is greater.

f. If surfaces are sprayed, Contractor to include back-rolling all surfaces.

g. All stain shall be two (2) coats with a clear natural satin finish or per Manufacture recommendation and thickness, whichever is greater.

h. The job shall be free of runs, sags, cracking and skips with edges cut neatly.

i. Contractor shall schedule work so paint is applied when weather conditions are in accordance with Manufacture recommendation.

j. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming.

k. Painting on exteriors shall not be conducted below 45 degrees F.

l. The Contractor assumes all responsibility and accountability for painting under adverse conditions.

m. Paint top and bottom edge of all doors and windows. Contractor to arrange access to residence through Property Owner.

n. Paint bottom edge of all siding, corner stiles, and shutters.

o. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.

p. Consult with City for acceptable sheen and include on drawdowns.
q. Consult with City for approved sealant products. Color to match siding or trim.

r. Apply sealants at window and door frames, bed metal thresholds, at flashing and jacks.

3.8.15 Pay Applications and W9:

a. When requesting payment from the Property Owner, the Contractor shall submit a pay application along with a completed W9 Form.

b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.

c. Property Owner is required to sign a Check and Payment Request Form, provided by the City, for requested payment invoiced by the Contractor.

d. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided to the City by the Contractor.

e. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the Contractor for the project.

f. The City requires that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner.

g. The Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project.
Attachment One – Scope of Work & Proposed Contract Documents:

The following documents are provided for the candidates to use in preparing the proposal:

A. The Trade Contract Agreement Template - Residential.
B. Lead Based Paint Report – Historic Residence – 261 High Street.

End of Attachment One – Scope of Work & Proposed Contract Documents
Attachment Two – Cost & Schedule Bid Proposal Form:

Submitted By:

Company Name: ________________________________________________

Company Contact: ______________________________________________

Address: _______________________________________________________

City/State: _____________________________________________________

Phone: _________________________________________________________

Email: _________________________________________________________

Acknowledge Addenda numbered: _____, _____, _____, _____

By: ___________________________                                 Date: __________
    Signature

__________________________
Printed
Base Proposal Amount for two (2) Residential Projects:

One (1) Contractor will be awarded the two (2) properties, but the City requires individual pricing for each individual property address.

In compliance with the Request for Proposal No. 2019-06 – Exterior Paint – Residential Properties in the City of Black Hawk and subject to all conditions thereof, the undersigned hereby proposes to furnish all materials, labor, equipment, supervision, onsite and offsite overhead and profit as required for this Proposal to provide the Work as specified in accordance with the Contract Documents for the Project.

Total Lump Sum - Base Proposal for Two (2) Residential Properties:

_____________________________________________________ Dollars

($ ________________________________ ).

Lump Sum - Base Proposal Each Individual Property:

231 Dubois Street – Historic Residence

Property Owner has requested this property be painted the week of July 8, 2019

$ ________________________________

(Numerically)

261 High Street – Historic Residence

$ ________________________________

(Numerically)

The undersigned acknowledges that time is of the essence and agrees to complete the project within ________________ calendar days after commencement of work predicated on a written Notice to Proceed, currently anticipated for issuance by the Owner by June 27, 2019. Note: The City of Black Hawk requires that all projects be completed no later than September 30, 2019.

End of Attachment Two - Cost & Schedule Proposal Form
Instructions to Bidders

RFP NO.: 2019-06
Exterior Paint Contractor for Residential Properties
231 Dubois Street
261 High Street

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Addendum No. 1
Monday, May 20, 2019

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
Historic Residential Properties

261 High Street:

A. Items excluded from the scope of work:
   1. Removal of animal waste from the yard and for keeping the area clean of animal waste throughout the project duration. This is a homeowner responsibility.
   2. Removal of all items from deck, away from house and deck, etc. so contractor has full access to complete the work. This is a homeowner responsibility. If an issue with access arises, the contractor shall notify the City immediately.
   3. All major repairs to wood or metal surfaces, beyond industry standard paint prep, are the responsibility of the homeowner. If not completed prior to commencement of the work, the paint contractor will paint over these areas.
   4. All electrical and utility boxes.
   5. Aluminum trim on windows, if existing.
B. Items added to the scope of work:
   1. Historic structure and non-historic addition.
   2. Existing two (2) color scheme:
      a. Select a Sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed and stands up to abrasion.
      b. Body – Benjamin Moore –BM0235-01 (White)
      c. Trim – Sherwin Williams – SW1011-2 (Fabulous Red)
   3. Minor repairs to wood deck. Replacement of up to two (2) boards. Dark stain preferred.
4. Repair rust on wrought iron fencing/railings. Direct to Metal (DTM) paint to match existing.

5. Paint all black exterior light fixtures. Direct to Metal (DTM) paint to match existing.

6. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

7. Paint all flashing, downspouts and gutters to match body color.

8. Fill all foundation voids and paint entire foundation.

9. Paint all wood windows, aluminum frame excluded.

10. Use a clear stain to protect front door.
231 Dubois Street:

A. Items **excluded from the scope of work:**
1. Removal of animal waste from the yard and for keeping the area clean of animal waste throughout the project duration. This is a homeowner responsibility.
2. Removal of all items from deck, away from house, outbuildings, etc. so paint contractor has full access to complete the work. This is a homeowner responsibility. If an issue with access arises, the contractor shall notify the City immediately.
3. All repairs to wood or metal surfaces, beyond industry standard paint prep, are the responsibility of the homeowner. If not completed prior to commencement of the work, the paint contractor will paint over these areas.
4. All electrical and utility boxes.
5. Aluminum trim on windows, if existing.
6. Decking associated with the below outbuilding.
B. Items added to the scope of work:
1. Historic structure, non-historic addition, non-historic outbuildings.
2. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.
3. See attachment for exact details.
4. Existing two (2) color scheme:
   a. Select a Sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays cleaner, is easily washed and stands up to abrasion.
   c. All trim work and five (5) metal exterior light fixtures – Benjamin Moore: HC 182 (Classic Burgundy).
EXHIBIT B

SCHEDULE OF VALUES
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Lump Sum Residential</th>
<th>231 Dubois</th>
<th>261 High</th>
<th>Project Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Construction</td>
<td>$ 10,325.00</td>
<td>$ 7,359.00</td>
<td>$ 2,966.00</td>
<td>30 days</td>
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<tr>
<td>Wall Coat Company</td>
<td>$ 32,700.00</td>
<td>$ 25,800.00</td>
<td>$ 6,900.00</td>
<td>90 days</td>
</tr>
<tr>
<td>Aspect Painting &amp; Roofing LLC</td>
<td>$ 12,950.00</td>
<td>$ 6,200.00</td>
<td>$ 6,750.00</td>
<td>8-10 days</td>
</tr>
<tr>
<td>Gonzales Custom Painting, Inc.</td>
<td>$ 16,369.00</td>
<td>$ 9,876.00</td>
<td>$ 6,493.00</td>
<td>15 days</td>
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</table>
# Certificate of Liability Insurance

**Certificate of Liability Insurance**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**
MIKE F MISURACA (25398)
7979 E TUFTS AVE
STE 100
DENVER, CO 80237-0000

**Insured:**
5369551
ASPECT PAINTING LLC
6488 S OAK HILL CIR
AURORA, CO 80016

**Contact:**
NAME: MIKE F MISURACA
PHONE: 303-474-8025
FAX: 303-368-7526
ADDRESS: MIKE.MISURACA@COUNTRYFINANCIAL.COM

**Insurer(s) Affording Coverage:**
INSURER A: COUNTRY Mutual Insurance Company
NAIC #: 20990

**Coverages**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tr>
<td><strong>A. General Liability</strong></td>
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<tr>
<td>Commercial General Liability</td>
<td>AM9190115</td>
<td>9/20/2018</td>
<td>9/20/2019</td>
<td>Each Occurrence: $1,000,000</td>
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<td><strong>A. Automobile Liability</strong></td>
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<tr>
<td>Any Auto</td>
<td>AM9190115</td>
<td>9/20/2018</td>
<td>9/20/2019</td>
<td>Combined Single Limit (EA accident): $2,000,000</td>
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<td>Workers Compensation and Employers' Liability</td>
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<td><strong>A. Workers Compensation and Employers' Liability</strong></td>
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<tr>
<td>Any Proprietor/P Partner/Executive Officer/Member Excluded?</td>
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<td>(Mandatory in NH)</td>
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<tr>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
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**Description of Operations / Locations / Vehicles** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Policy Information:**
Hired Autos Limit and Non-Owned Autos Limit are $100,000 each occurrence subject to a $100,000 aggregate limit.

**Certificate Holder**
CITY OF BLACK HAWK
261 HIGH ST
BLACK HAWK, CO 80422

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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GENERAL FUND EXTERIOR PAINT GRANT PROGRAM AGREEMENT

THIS GENERAL FUND EXTERIOR PAINT GRANT PROGRAM AGREEMENT (the "Agreement") is made as of the 27th day of June, 2019 (the "Effective Date") by and between the CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado (the "City") and Leon A. Pohl (the "Property Owner") whose Residential Property address is 231 Dubois Street, Black Hawk, Colorado, 80422.

RECITALS

A. The City has made certain proceeds of the General Fund Exterior Paint Fund, available for the purpose of exterior painting of Residential Properties within the City Limits of the City of Black Hawk, when owners agree to use the funds in accordance with agreed upon specifications (the "Grant Program").

B. The Property Owner, who is the owner of a structure located at 231 Dubois Street, Black Hawk, Colorado 80422, (the "Residential Property") submitted an application under the Grant Program.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants contained herein, the City and the Property Owner hereby agree as follows:

I. Grant / Emergency Grant.

I.1 Award. The City hereby agrees to reimburse Property Owner for work performed in compliance with this Agreement, an amount up to $6,200.00 (the "Award") for the exterior paint of a Residential Property.

I.2 Tax Payment. To the extent permitted by law, the City hereby agrees to reimburse Property Owner for personal state and federal income taxes owed by Property Owner that are directly attributable to funds disbursed under the Award (the "Tax Burden"). Property Owner shall provide evidence of the Tax Burden that is satisfactory to the
City, in its sole discretion, prior to any payment of the Tax Burden by the City. In the event that Property Owner requests payment from the City prior to payment of his/her taxes, the City shall pay the Property Owner directly. In the event that Property Owner pays the Tax Burden him/herself and requests a reimbursement from the City, the City shall make such payment directly to the Property Owner.

2. **Agreement, Acknowledgement and Representation by Property Owner.** The Property Owner hereby agrees with, and acknowledges and represents to the City that:

2.1 **Review of Documents.** The Property Owner (a) has read this Agreement and the applicable “General Fund Exterior Paint Fund Guide to Programs,” (b) fully understands the terms and conditions of the grant as set forth therein, and (c) agrees to be bound by those terms and conditions.

2.2 **Failure to Comply.** Any failure by the Property Owner to comply with the terms and conditions of this Agreement shall terminate the Property Owner’s right to any Award payments.

2.3 **No Liability.** The City shall be in no manner liable to the Property Owner for any monies expended by the Property Owner in connection with the Grant Program, whether or not the Property Owner is actually paid any funds from the Award.

3. **Undertaking.** The Property Owner will undertake the construction of improvements and other repairs of the Property approved by the City in a timely manner (the “Project”). The Property Owner has two (2) months to complete the Project, which time period shall begin upon the issuance of a building permit or upon disbursement of the first payment from the Award by the City to begin the Project.

4. **Conditions Precedent to Disbursement of Funds.** Subject to Section 4 hereof, funds from the Award shall be disbursed to the Property Owner upon satisfaction of:

4.1 **Evidence of Construction Costs.** The Property Owner shall provide the City, or its designee, all invoices, paid statements, building permits and such other supporting documents or certifications of the Property Owner evidencing the reasonableness and
the appropriateness of the cost of the construction amount as the City, or its designee, may reasonably require.

4.2 **Building Permit.** If required by the nature of the project of the Residential Property as determined by the City in its sole discretion, the City, or its designee, shall be provided with a copy of the building permit issued by the City’s Chief Building Official for the Project, which shall be in such form and with such content as the City, or its designee, may reasonably require.

4.3 **Other Documents or Requirements.** The Property Owner shall provide the City, or its designee, such other documents as may be required by the City, or its designee, in its sole discretion to satisfy the requirements of this Agreement.

4.4 **Completion of Improvements.** The Project shall have been satisfactorily completed in accordance with the City’s Grant Program guidelines and design standards, as determined by the City or its designee, in its sole discretion, on or before two (2) months after the issuance of the building permit if required by the City, or on or before two (2) months after the first disbursal is made to the Property Owner, whichever date comes first.

5. **Disbursement.**

5.1 **Grant Disbursement.** The Property Owner is responsible for providing the City invoices for work on the Project. Each invoice shall contain sufficient detail regarding work that has been done, or will be performed, for each aspect of the Project. The invoice shall also relate directly to the items outlined on the original proposal or bid provided to the Property Owner by the Contractor. When the invoice is considered complete and payable, the City will write the check for the invoice amount directly to the Property Owner within two (2) weeks of this determination. The Property Owner is then responsible for the disbursement of these funds directly to the Contractor.

6. **Termination of the Award.** In the event the Property Owner fails to satisfy the conditions precedent set forth in Section 4 hereof on or before, **September 30, 2019** (The
"Termination Date"), the Property Owner’s right to be paid the Award or any portion thereof shall automatically terminate.

7. Sale or Transfer of Property.

7.1 Reimbursement. In the event the amount of the Award plus the Tax Burden (the "Combined Amount") set forth in Section 1 exceeds fifty thousand dollars ($50,000.00) and the Property Owner sells or transfers the Residential Property within five years of the Effective Date, the Property Owner shall reimburse the City the amount of the Combined Amount less an amount equal to one-sixtieth of the amount of the Combined Amount for each full month occurring between the date of this Agreement and the date of the sale or transfer of the Residential Property (the "Reimbursement Amount").

7.2 Security. In the event that Property Owner seeks to sell or transfer the Residential Property within five years of the Effective Date and Property Owner has not paid the City the Reimbursement Amount, prior to any sale or transfer Property Owner shall (1) notify the City of the intended sale or transfer; (2) execute a promissory note in favor of the City for the Reimbursement Amount, which shall be calculated as if the Residential Property will be sold on the date of execution of the deed of trust ("Estimated Reimbursement Amount"); and (3) execute a deed of trust for the benefit of the City to secure the Estimated Reimbursement Amount. Should the Estimated Reimbursement Amount exceed the actual Reimbursement Amount, the City shall pay the difference back to the Owner after the transfer or sale and upon the City’s receipt of the Estimated Reimbursement Amount.

7.3 Avoidance of Security Requirement. Property Owner need not comply with the requirements of Section 7.2 if prior to the sale or transfer of the Residential Property, Property Owner deposits the Estimated Reimbursement Amount in an escrow account payable to the City upon the sale or transfer of the Residential Property. If upon the sale or transfer of the Residential Property, the Estimated Reimbursement Amount exceeds the actual Reimbursement Amount, the difference shall be returned to the Property Owner.
8. **Non-Transferable.** The rights granted to the Property Owner herein are non-transferable and may not be transferred or assigned. Any attempted transfer or assignment shall automatically be deemed to be null and void and shall be grounds for termination of this Agreement.

9. **Notices.** All notices required or permitted under this Agreement shall be deemed given upon personal delivery by hand to the authorized representatives of either the Property Owner or the City or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, addressed to the respective party at its mailing address below:

If to the City: City of Black Hawk  
P.O. Box 68  
Black Hawk, CO 80422  
ATTN: Community Planning & Development

If to the Property Owner: Leon A. Pohl  
231 Dubois Street, PO Box 532  
Black Hawk, CO 80422

Each Party may change its or his/her address as set forth herein by written notice to such effect directed to the other party.

10. **Miscellaneous:**

10.1 **Amendments and Supplements:** This Agreement may not be amended, modified or supplemented in any manner except by a written agreement executed by both the City and the Property Owner.

10.2 **Severability.** In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provisions shall not affect the remainder thereof.

10.3 **Standard of Approval.** Where within this Agreement, the approval of the City or its designee is required or permitted, the City or its designee may grant or withhold its approval or its consent in its sole, absolute and uncontrolled discretion.
10.4 **Waiver.** The waiver by the City, or its designee, of any failure by the Property Owner to comply with any of the terms and conditions of this Agreement must be in writing and in any event shall not be deemed to be a waiver of any subsequent failure of the Property Owner to comply with the terms or conditions of this Agreement.

10.5 **Time of the Essence.** Time is of the essence in the performance of each and every term and condition of this Agreement by the parties hereto.

10.6 **Governing Law.** This Agreement, its construction, validity and effect, shall be governed and construed by and in accordance with the laws of the State of Colorado.
IN WITNESS WHEREOF, the Property Owner and the City have executed this Agreement on the date first above written.

CITY OF BLACK HAWK, a municipal corporation organized and existing under the laws of the State of Colorado

CITY OF BLACK HAWK

ATTEST:

Stephen N. Cole, City Manager

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
PROPERTY OWNER

Leon A. Pohl

STATE OF COLORADO
COUNTY OF GILPIN

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

19th day of June, 2019

by Leon A. Pohl as the Property Owner of 231 Dubois Street.

My commission expires: 8/9/21

(S E A L)

JOHN HEIKES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174033487
MY COMMISSION EXPIRES AUGUST 9, 2021
EXTERIOR PAINT PROGRAM
TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 27th day of June, 2019, by and between Leon A. Pohl (hereinafter referred to as ("Owner") and Aspect Painting & Roofing LLC (hereinafter referred to as ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Owner and Contractor agree as follows:

Section 1. Scope of Work. Contractor shall perform all work in accordance with Exhibit A, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment, and materials therefor (the "Project").

Section 2. Contract Documents. The Contract Documents, which comprise the entire agreement and contract between the Owner and Contractor, consist of this Agreement, Exhibit A, Exhibit B and Exhibit C and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

Section 3. Agreement Price. The Owner shall pay Contractor for the performance of work and completion of the Project not to exceed $6,200.00 as reflected in the amounts set forth in Exhibit B.

Section 4. Times and Methods of Payment.

A. Payment shall be made for services rendered upon completion and final acceptance of the project and shall be due and owing within thirty (30) days of Contractor’s submittal of his invoice. Contractor shall submit invoices prior to the twenty-fourth (24th) day of each month for payment the following month. Payment of any invoice that is received after the twenty-fourth (24th) day of each month may be delayed up to a period of sixty (60) days. If the Owner objects to any invoices submitted by Contractor, the Owner will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

B. If the Owner fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor’s bill, Contractor may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement until Contractor’s outstanding bills have been paid in full.

Section 5. Retainage. Progress payments to the Trade Contractor shall be subject to retention in accordance with Colo. Rev. Stat. § 24-91-103, as amended. Not Applicable

Section 6. Final Payment. The City shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the City. Not

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Applicable

Section 7. Final Acceptance. Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the Owner, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Owner shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the Owner is subject to the provisions of this Contract, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Owner for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Owner and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, material man, equipment supplier, manufacturer or other person.

Section 8. Commencement and Completion of Performance. The services called for shall commence by June 27, 2019 and end on September 30, 2019. Contractor shall commence any work requested by the Owner within ten (10) days of notification by the Owner. In the event Contractor fails to commence work within this time period, the Owner may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Owner and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. The Owner will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

Contractor will not be charged with excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Owner:

A. to any preference, priority or allocation order duly issued by the Owner; and

B. to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
Section 9. Termination.

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

i. not less than ten (10) calendar days written notice of intent to terminate, and

ii. an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience.

C. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the Owner may take over the work and prosecute the same to completion by agreement with another party or otherwise.

Section 10. Taxes, Licenses, Permits and Regulations. In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefor unless otherwise specified by the Owner. The Owner shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The City of Black Hawk ("City") is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the City is exempt shall not be included in the Agreement Price. The City shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.
Section 11. Indemnification.

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Owner, its officers, employees, agents and their insurers, from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor’s employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor’s employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the Owner, Contractor agrees to pay the Owner or reimburse the Owner for defense costs incurred by the Owner in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

Section 12. Insurance.

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 1 above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section 1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) each incident, five hundred thousand dollars ($500,000) disease—policy limit, and five hundred thousand dollars ($500,000) disease—each employee. (Exhibit C)

2. General Public Liability Insurance to be written with a limit of liability of not less than one million dollars ($1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the Owner’s property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision. (Exhibit C)

3. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) each occurrence and one million dollars ($1,000,000) aggregate with respect to each of the Trade Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Trade Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Trade Contractor providing services to the Owner under this contract. (Exhibit C)

C. To the extent that liability results from the acts or omissions of the Trade Contractor, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor's Insurer.
Section 13. **Warranties and Guarantees.** Contractor hereby represents, warrants and guarantees to the Owner all workmanship, equipment and materials on or made a part of the Project and its structures for a period of one (1) year from and after the date of final acceptance of the work by the Owner as provided by this Agreement.

Section 14. **Subcontractors.** All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. Contractor shall require any subcontractors to provide the Owner with a certificate of insurance which provides insurance coverage as provided by Section 11 of this Agreement. The certificate of insurance shall name the Owner as an additional insured and provide that the policy shall not be terminated without ten (10) days written notice to the Owner. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Owner, Contractor shall disburse the same immediately to subcontractors without any requirement of the Owner to supervise the same. The Owner may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or material men prior to payment of progress payments or final payment. No contractual relationship shall exist between the Owner and any subcontractor because of the subletting of any part of the Project work.

Section 15. **Changes in Contract Price.** The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price will be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved, which are attached as Exhibit B and incorporated by this reference.

B. An agreed lump sum.

C. The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there will be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

Section 16. **Work Rules.**

A. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Owner may promulgate at any time for the safe, orderly, and efficient conduct of all operations.

B. The Owner shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Owner, is not qualified to perform the work assigned to him, is guilty
of improper conduct, or is not working in harmony with the other trades.

C. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Owner, nor shall any employment relationship between the Owner and Contractor be created by the terms hereof.

D. Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored on the job site and for protection of the Project and shall hold the Owner and its authorized representatives harmless from any damage or loss incurred thereto.

E. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services, or instruments for whose actions Contractor is responsible hereunder.

F. No material, equipment, tools, supplies, or instruments other than those belonging to or leased by Contractor will be removed from the Project site by Contractor without the prior written approval of the Owner.

G. Contractor agrees to report immediately to the Owner, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor’s performance.

Section 17. Illegal Aliens

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

   a. Notify the subcontractor and the Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

   b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor 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 contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

Section 18. Assignment. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Owner. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.
Section 19. Amendment. This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification, or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

Section 20. Severability. If any term, section, or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

Section 21. Waiver. No waiver any either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 22. Remedies. None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

Section 23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

Section 24. Entirety. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings, or agreements pertaining to such matters are merged into, and are superseded by this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

PROPERTY OWNER

Leon A. Pohl

STATE OF COLORADO )

) ss.

COUNTY OF GILPIN )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this JUne day of 19th, 2019 by Leon A. Pohl as the Property Owner of 231 Dubois.

My commission expires: 8/9/21

(SEAL)

JOHN HEIKES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174039487
MY COMMISSION EXPIRES AUGUST 9, 2021
CONTRACTOR

Michael Dickson
Aspect Painting & Roofing LLC

STATE OF COLORADO   )
) ss.
COUNTY OF GILPIN   )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this __________ day of __________, 2019

by Michael Dickson as the Business Owner of Aspect Painting & Roofing LLC.

My commission expires: ________________

(SEAL)

JANET DENNEHY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164042601
MY COMMISSION EXPIRES DECEMBER 15, 2020

Notary Public
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, ____________________________, am a sole proprietor doing business as _____________________________. I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☒ I, ____________________________, am an owner/member/shareholder of ____________________________ [specify type of entity—i.e., corporation, limited liability company] that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☒ I, ____________________________, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- A valid Colorado Driver’s license or a Colorado identification card
- A United States military card or a military dependent’s identification card
- A United States Coast Guard Merchant Mariner card
- A Native American tribal document or
- In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the “SAVE” program, and provide such verification to the City.

[Signature]
Michael Dickson
Aspect Painting & Roofing LLC

[Signature]
Date

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DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, __________________________, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

Contractor Signature __________________________ Date ____________

Michael Dickson
Aspect Painting & Roofing LLC

STATE OF COLORADO )
COUNTY OF GILPIN ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this __________________________ day of __________________________, 2019

by Michael Dickson as the Business Owner of Aspect Painting & Roofing LLC.

My commission expires: __________________________

(S E A L)

Notary Public

231 Dubois Street_Trade Contractor Agreement

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ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence **and** Identification:

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child’s Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A

SCOPE OF WORK
I. Also reference Addendum No. 1 attached.

II. Trade Contractor Agreement
   a. The Property Owner and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements.
   b. The City shall oversee the execution of documents and site work.

III. Business License / Contractor Registration
   a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor’s license through the City Clerk’s office.
   b. The City’s Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal.
   c. Contractor and subcontractors will provide evidence of registration to CP&D.

IV. Building Permit and Required Inspections
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

V. Temporary Use Permit
   a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

VI. Warranty
   a. The Contractor shall warrant all workmanship and materials, for a minimum of one (1) year after final acceptance of the work by the City.
   b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.
   c. Refer to the Trade Contractor Agreement for specific warranty requirements.

VII. Insurance
   a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City’s Trade Contract Agreement.

VIII. Storage of Materials
   a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.
   b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

IX. Security on Site
   a. It is the Contractor’s responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.
X. Trash Removal and Site Maintenance
   a. The Contractor shall be required to dispose of all refuse generated by their work. Describe the means and method for clearing paint brushes and equipment?
   b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
   c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.
   d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.
   e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

XI. Animals on Site
   a. No animals are permitted on the site unless kept within vehicles at all times.

XII. Lead Paint
   a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.
   b. The Historic Residential property located at 231 Dubois Street did not test positive for lead.
   c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified. Contractor shall describe means and methods, e.g. encapsulation.
   d. Upon completion of abatement (encapsulation), the City's Hazardous Waste consultant shall perform a final inspection to accept project.

XIII. Paint Colors
   a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property. See Addendum No. 1.
   b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.
   c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.
   d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette. Sheen shall have a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed and stands up to abrasion.
   e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.
   f. Flat paint will not be accepted on any portion of the structure.
XIV. Preparation

a. Include original historic structure, non-historic additions, and outbuildings.
b. Exclude all electrical and utility boxes.
c. Exclude all aluminum trim on windows, if existing.
d. Power wash all exterior surfaces on a gentle low pressure setting so as not to damage the wood or peel paint.
e. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.
f. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.
g. Property Owner is responsible to repair/replace major repairs to any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use. Addendum may outline exceptions.
h. Fill all cracks, patch and caulk where needed.
i. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.
j. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.
k. Structure is to be primed in its entirety with a mildew resistant primer.
l. The City shall inspect the preparation work prior to any layers of paint being placed on the house.
m. The Property Owner will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.
n. The Property Owner is responsible for daily removal of all pet waste during the duration of project.
o. The City will not pay the Contractor to remove items for access or remove pet waste. If access issue arises, Contractor to notify City immediately.
p. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.
q. Any treatment that causes damage to the structure shall be repaired at Contractor's expense.
r. Contractor shall leave the Property Owner with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.
XV. Primer/Paint/Varnish/Stain (to resemble paint) Application
   a. Prep and prime exposed wood surfaces per Manufacture recommendation and thickness.
   b. The primer coat should visually differ in color from succeeding coats.
   c. All paint shall be applied in (2) coats or per Manufacture recommendation and thickness, whichever requirement is greater.
   d. Repair rust on wrought iron fencing/railings. Direct to Metal (DTM) paint to match existing. Reference Addendum No. 1.
   e. An interim inspection between coats must be requested by Contractor and conducted by City.
   f. If going from a stain to paint, one (1) coat primer and (2) coats paint shall be applied or per the Manufacture recommendation and thickness, whichever requirement is greater.
   g. If surfaces are sprayed, Contractor to include back-rolling of all surfaces.
   h. All stain shall be two (2) coats with a clear natural satin finish or per Manufacture recommendation and thickness, whichever is greater.
   i. The job shall be free of runs, sags, cracking and skips with edges cut neatly.
   j. Contractor shall schedule work so paint is applied when weather conditions are in accordance with Manufacture recommendation.
   k. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming.
   l. Painting on exteriors shall not be conducted below 45 degrees F.
   m. The Contractor assumes all responsibility and accountability for painting under adverse conditions.
   n. Paint top and bottom edge of all doors and windows. Contractor to arrange access to residence through Property Owner.
   o. Paint bottom edge of all siding, corner stiles, and shutters.
   p. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.
   q. Consult with City for acceptable sheen and include on drawdowns.
   r. Consult with City for approved sealant products. Color to match siding or trim.
   s. Apply sealants at window and door frames, bed metal thresholds, at flashing and jacks.
XVI. Pay Applications and W9:
   a. When requesting payment from the Property Owner, the Contractor shall submit a pay application along with a completed W9 Form.
   b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.
   c. Property Owner is required to sign a Check and Payment Request Form, provided by the City, for requested payment invoiced by the Contractor.
   d. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided to the City by the Contractor.
   e. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the Contractor for the project.
   f. The City requires that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner.
   g. The Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project.
City of Black Hawk Exterior Residential Paint Program

Instructions to Bidders

RFP NO.: 2019-06
Exterior Paint Contractor for Residential Properties
231 Dubois Street
261 High Street

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
REQUEST FOR QUALIFICATIONS/PROPOSALS

1.0 ACKNOWLEDGEMENT STATEMENT
Contractor must sign below to acknowledge the conditions of the RFQP and return this page with their submittal.

The undersigned states under penalty of perjury that their Qualifications and Proposal package is true to the best of their knowledge and contains current accurate information as of the date identified below.

CITY OF BLACK HAWK EXTERIOR PAINT – RESIDENTIAL PROJECTS
Painting Contractor Qualifications and Proposal

Contractor:__________________________________________________________

Contact:___________________________________________________________

Street Address:____________________________________________________

City/State:________________________________________________________

Phone:___________________________________________________________

Email Address:____________________________________________________

Print Name:_______________________________________________________

Title:_____________________________________________________________

Authorized Signature:_____________________________________________

Date:_____________________________________________________________
2.0 GENERAL INFORMATION:

2.1 INTRODUCTION AND PURPOSE

2.1.1 The purpose of this Request for Qualifications/Request for Proposals (RFQP) is to solicit proposals from qualified firms to establish a contract for Painting Services on behalf of the City of Black Hawk (herein defined as “City”). The City seeks the most qualified and responsible Painting Contractor.

2.2 PROJECT DESCRIPTION

2.2.1 Historic Residential Properties located at:

- 231 Dubois Street – Existing two (2) color scheme
- 261 High Street – Existing two (2) color scheme
3.0 INSTRUCTION TO BIDDERS

3.1 SUBMISSION SCHEDULE

3.1.1 The City will accept responses to this Request for Qualifications/Proposals (RFQP) until 4:00 P.M. on Friday, June 7, 2019.

3.1.2 This solicitation is issued for the sole purpose of receiving proposals from Painting Contractors for the City’s Exterior Paint Program.

3.1.3 Contractors intending on serving as subcontractors, sub-subcontractors, vendors or material suppliers should not submit responses to this RFQP, as it is intended for prime Painting Contractors only.

3.1.4 A detailed Scope of the Work will be provided to Bidders at the Mandatory Pre-Bid Walk.

3.1.5 The schedule for this procurement process is as follows, and is subject to change by the City at its sole discretion:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 10, 2019</td>
<td>Request for Qualifications/Proposals (RFQP) issued by the City of Black Hawk.</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>Mandatory site visit for all properties will take place in Black Hawk at 10:00 a.m. Bidders meet at 211 Church Street.</td>
</tr>
<tr>
<td>May 22, 2019</td>
<td>Written questions are due to the City by 2:00 p.m.</td>
</tr>
<tr>
<td>May 28, 2019</td>
<td>Answers to all questions will be issued by Addendum by 5:00 p.m.</td>
</tr>
<tr>
<td>June 7, 2019</td>
<td>Proposals (two (2) hard copies and one (1) electronic copy) are due at 4:00 p.m.</td>
</tr>
<tr>
<td>June 13, 2019</td>
<td>Negotiation(s) with the most responsive and responsible candidate, if required.</td>
</tr>
<tr>
<td>June 26, 2019</td>
<td>Contract to City Council for approval/signature.</td>
</tr>
<tr>
<td>June 27, 2019</td>
<td>Issue formal Notice of Award and Notice to Proceed.</td>
</tr>
</tbody>
</table>

3.2 COMMUNICATIONS

3.2.1 Bidders shall communicate with Cynthia Linker, CP&D Administrator, at 303-582-0615 or Clinker@cityofblackhawk.org.

3.3 CONTRACTOR QUALIFICATIONS

3.3.1 Contractor shall submit their qualifications, even if they have previously worked for the City. Include the following information:

a. A brief, one-page overview of general information about the company highlighting previous relevant work experience and managerial ability.

b. A description of your internal quality control management and procedures.
c. Previous painting experience in and/or near the City.
d. Previous painting experience in the Colorado Mountains or similar high-altitude environment.
e. Resumes of staff specifically dedicated to the project. The City reserves the right to ask for replacement staff if they feel that the proposed staff is not properly qualified.
f. Financial Statements are not required to be submitted as part of the bid, but may be requested of Contractors if their financial strength is in question.

3.4 ADDENDA TO THE RFQP
3.4.1 The City reserves the right to amend this RFQP by an Addendum at any time prior to the date set for receipt of responses.
3.4.2 Addenda will be posted on the Rocky Mountain E-Purchasing System web site by May 28, 2019 and shall be the responsibility of the candidate to obtain all addenda.
3.4.3 Candidates registered for the paid notification service on the Rocky Mountain E-Purchasing System shall be notified of addenda either by fax or email depending on the service that they have subscribed to.
3.4.4 It shall be the responsibility of candidates registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. If revisions are of such magnitude to warrant, in the City’s opinion, the postponement of the date for receipt of responses, an addendum will be issued announcing the new date.

3.5 MANDATORY PRE-BID WALK
3.5.1 A Mandatory Pre-bid Walk is scheduled for May 17, 2019 at 10:00 a.m.
3.5.2 Attendance by all Bidders is required at the Pre-bid Walk in order to bid on the residential properties.
3.5.3 Bidders should meet at the historic Presbyterian Church located at 211 Church Street, Black Hawk, CO 80422.
3.5.4 Order of scheduled site visits:
   a. Municipal/Commercial: 211 Church Street, 410 Gregory Street, 416 Gregory Street, 420 Gregory Street, 430 Gregory Street, 436 Gregory Street, 440 Gregory Street, 450 Gregory Street, 456 Gregory Street, 460 Gregory Street, 470 Gregory Street, 496 Gregory Street.
   b. Residential: 261 High Street, 231 Dubois Street.
3.5.5 Bidders should come prepared with any questions regarding the project scope and contract document.
3.5.6 Each Bidder is responsible for inspecting the sites as to the conditions under which he/she shall be obligated to operate or that shall in any manner affect the cost, progress or performance of the work.

3.5.7 Neglect of this requirement will not be accepted as reason for a delay in starting or finishing the work or for adjustment to the cost of work.

3.6 **PROPOSAL SUBMITTALS**

3.6.1 The City is looking for a single proposal/bid for the two (2) residential properties in this project.

3.6.2 Bidders shall provide **two (2) hard copies of Attachment Two – Cost & Schedule Proposal Form** in a sealed envelope addressed to Cynthia Linker, City of Black Hawk Community Planning & Development, PO Box 68, 211 Church Street, Black Hawk, CO 80422 and **one (1) PDF electronic copy** in PC-compatible format to CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecher@cityofblackhawk.org no later than 4:00 p.m. June 7, 2019.

3.6.3 All packages shall be clearly marked with firm’s name, and “Historic Residential – Dubois Street and High Street - RFP 2019-06”.

3.6.4 In submitting a response to this RFQP, it is understood that the City has the right to reject any and all responses to this RFQP as deemed to be in the City’s best interest.

3.6.5 Candidates are solely responsible for the successful delivery of their proposals.

3.6.6 The City will not be held responsible for technical difficulties (e.g. internet access, PDF file size restrictions, spam filters, etc.) that prevent a candidate from submitting their proposal.

3.6.7 Late submittals will not be accepted.

3.7 **INFORMATION REQUEST**

3.7.1 Written questions will be accepted until May 22, 2019 at 2:00 p.m.

3.7.2 All questions shall be directed to Cynthia Linker, City of Black Hawk CP&D, at CLinker@cityofblackhawk.org with a copy to Janice Beecher at JBeecher@cityofblackhawk.org.

3.7.3 The City may, but is not obligated to respond to questions received after this deadline.

3.7.4 All answers to questions shall be issued by an Addendum by 5:00 p.m. May 28, 2019.
3.8 PROJECT SCOPE

3.8.1 Trade Contractor Agreement
a. The Property Owner and Contractor shall enter into a Trade Contractor Agreement that sets forth the terms and conditions of the project and contract requirements. This is included in Attachment One – Scope of Work & Proposed Contract Documents.

b. The City shall oversee the execution of documents and site work.

3.8.2 Business License / Contractor Registration
a. Prior to work commencing, Contractor along with any subcontractors performing work shall obtain a business license and contractor’s license through the City Clerk’s office.

b. The City’s Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal.

c. Contractor and subcontractors will provide evidence of registration to CP&D.

3.8.3 Building Permit and Required Inspections
a. Prior to work commencing, Contractor shall apply for and obtain a no fee building permit from CP&D and request required periodic inspections.

3.8.4 Temporary Use Permit
a. Prior to work commencing, Contractor shall apply for and obtain a no fee Temporary Use Permit for dumpster, trailers, portable restrooms, etc.

3.8.5 Warranty
a. The Contractor shall warrant all workmanship and materials, for a minimum of one (1) year after final acceptance of the work by the City.

b. This provision shall not limit the liability of the Contractor for negligence or liability under any other theory or for the time limitations as provided under Colorado law.

c. Refer to the Trade Contractor Agreement for specific warranty requirements.

3.8.6 Insurance
a. The Contractor and Subcontractors shall obtain, maintain, and keep in full force and effect the types of insurance described in the City’s Trade Contract Agreement.
3.8.7 Storage of Materials
   a. The Contractor shall bring all necessary materials, supplies, equipment and accessories to the site and/or staging area.
   b. The City is not responsible for theft, loss or damage to materials, equipment, tools or personal belongings left on the site.

3.8.8 Security on Site
   a. It is the Contractor’s responsibility to secure their equipment at the end of each workday and during the day when the contractor is not on site. No persons are allowed on site who do not have specific business in the area.

3.8.9 Trash Removal and Site Maintenance
   a. The Contractor shall be required to dispose of all refuse generated by their work.
   b. The Contractor shall provide its own dumpsters for refuse collection and shall be placed at the direction of the City after obtaining a no cost Temporary Use Permit.
   c. All dumpsters/roll-offs utilized for this project will need to be covered with at least a tarp when not in use in order to discourage entry by birds and/or other wildlife, and to prevent debris from exiting the container due to wind or other adverse weather conditions.
   d. All unused food and/or food wrappers/containers should be stored in a bear proof type container until disposed of off-site.
   e. The contractor is responsible for daily cleanup of the site, including paint debris, food waste, and cigarette butts.

3.8.10 Animals on Site
   a. No animals are permitted on the site unless kept within vehicles at all times.

3.8.11 Lead Paint
   a. Lead Paint: The City conducted a hazardous materials investigation for Lead Paint.
   b. The Historic Residential property located at 261 High Street tested positive for lead. The Lead Report is included in Attachment One – Scope of Work & Proposed Contract Documents.
   c. Abatement Contractor shall be EPA Renovation, Repair and Paint certified.
   d. Upon completion of abatement, the City’s Hazardous Waste consultant shall perform a final inspection to accept project.

3.8.12 Paint Colors
   a. Approved paint colors shall be identified as outlined in the Paint Schedule for each property and will be distributed at the Mandatory Pre-bid Walk.
b. If an area is not adequately detailed, contact the City immediately to help resolve the issue.

c. Approved colors shall be used to prime and paint the exterior siding, soffits, eaves, trim, metal work, decks, porches, exterior wood doors, wood fences, metal fences, previously painted gutters and downspouts, and vertical concrete.

d. All paint colors and sheens shall be approved by the City and selected from a Sherwin Williams or Benjamin Moore color palette.

e. Individual property paint drawdowns for each color and sheen shall be provided to the City for final approval.

f. Flat paint will not be accepted on any portion of the structure.

3.8.13 Preparation

a. Power wash all exterior surfaces on a low pressure setting so as not to damage the wood or peel paint.

b. Washing of exterior, must be completed to remove all surface contamination, such as oil, grease, loose paint, dirt, foreign matter, rust, mold, mildew or mortar efflorescence.

c. Fully scrape and sand all surface areas where paint is visibly peeling and flaking away from the surface.

d. Property Owner is responsible to repair/replace any rotten wood (window sills, railings, wood shingles, etc.) that cannot be fixed with simple sanding and caulking. Wood filler shall be rated for exterior use.

e. Fill all cracks, patch and caulk where needed.

f. Existing caulk to be removed and replaced with an exterior rated paintable caulk at wood joints and interfaces.

g. Reset any nails that may be separating from the siding.

h. Structure is to be primed in its entirety with a mildew resistant primer.

i. The City shall inspect the preparation work prior to any layers of paint being placed on the house.

j. The Property Owner will be responsible for removing all items from decks/porches, away from structure/sheds, etc. for full access to complete the work.

k. The Property Owner is responsible for daily removal of all pet waste during the duration of project.

l. The City will not pay the Contractor to remove items for access or remove pet waste. If access issue arises, Contractor to notify City immediately.

m. Contractor is responsible for material damaged by paint and should cover material such as brick, concrete, roofing, vehicles, landscaping, etc. to avoid any potential damage.
n. Any treatment that causes damage to the structure shall be repaired at Contractor’s expense.

o. Contractor shall leave the Property Owner with a minimum of one gallon of each color primer, paint, varnish and/or stain for touch up. Cans shall be clearly marked.

3.8.14 Primer/Paint/Varnish/Stain (to resemble paint) Application

a. Prep and prime exposed wood surfaces per Manufacture recommendation and thickness.

b. The primer coat should visually differ in color from succeeding coats.

c. All paint shall be applied in (2) coats or per Manufacture recommendation and thickness, whichever requirement is greater.

d. An interim inspection between coats must be requested by Contractor and conducted by City.

e. If going from a stain to paint, one (1) coat primer and (2) coats paint shall be applied or per the Manufacture recommendation and thickness, whichever requirement is greater.

f. If surfaces are sprayed, Contractor to include back-rolling all surfaces.

g. All stain shall be two (2) coats with a clear natural satin finish or per Manufacture recommendation and thickness, whichever is greater.

h. The job shall be free of runs, sags, cracking and skips with edges cut neatly.

i. Contractor shall schedule work so paint is applied when weather conditions are in accordance with Manufacture recommendation.

j. Siding must be dry from dew and frost prior to applying paint, and work must cease in time to allow paint to dry prior to dew and frost forming.

k. Painting on exteriors shall not be conducted below 45 degrees F.

l. The Contractor assumes all responsibility and accountability for painting under adverse conditions.

m. Paint top and bottom edge of all doors and windows. Contractor to arrange access to residence through Property Owner.

n. Paint bottom edge of all siding, corner stiles, and shutters.

o. Caulk, as needed, all joints in exterior trim, including areas where wood joins siding.

p. Consult with City for acceptable sheen and include on drawdowns.
q. Consult with City for approved sealant products. Color to match siding or trim.

r. Apply sealants at window and door frames, bed metal thresholds, at flashing and jacks.

3.8.15 Pay Applications and W9:

   a. When requesting payment from the Property Owner, the Contractor shall submit a pay application along with a completed W9 Form.

   b. The pay application shall include itemized invoices and receipts, with labor and materials listed in detail.

   c. Property Owner is required to sign a Check and Payment Request Form, provided by the City, for requested payment invoiced by the Contractor.

   d. With the initial Check and Payment Request Form the Property Owner will need to attach a completed W-9, if not previously provided to the City by the Contractor.

   e. All payments for approved work shall be made by check from the City of Black Hawk payable to the Property Owner in an FBO (For the Benefit Of), format to include the company name of the Contractor for the project.

   f. The City requires that the provided FBO check be promptly endorsed over to the Contractor for payment by the Property Owner.

   g. The Property Owner acknowledges and understands the process for payment to the Contractor for the contracted work, and understands they are not to defraud the City or the Contractor during any part of the process for the project.
Attachment One – Scope of Work & Proposed Contract Documents:

The following documents are provided for the candidates to use in preparing the proposal:

A. The Trade Contract Agreement Template - Residential.
B. Lead Based Paint Report – Historic Residence – 261 High Street.

End of Attachment One – Scope of Work & Proposed Contract Documents
Attachment Two – Cost & Schedule Bid Proposal Form:

Submitted By:

Company Name:__________________________________________________________

Company Contact:________________________________________________________

Address:_______________________________________________________________

City/State:______________________________________________________________

Phone:_______________________________________________________________

Email:_______________________________________________________________

Acknowledge Addenda numbered: _____, _____, _____, _____

By:__________________________________________________________ Date:__________

Signature

______________________________
Printed
Base Proposal Amount for two (2) Residential Projects:

One (1) Contractor will be awarded the two (2) properties, but the City requires individual pricing for each individual property address.

In compliance with the Request for Proposal No. 2019-06 – Exterior Paint – Residential Properties in the City of Black Hawk and subject to all conditions thereof, the undersigned hereby proposes to furnish all materials, labor, equipment, supervision, onsite and offsite overhead and profit as required for this Proposal to provide the Work as specified in accordance with the Contract Documents for the Project.

Total Lump Sum - Base Proposal for Two (2) Residential Properties:

_____________________________________________________ Dollars

($______________________________________________).

Lump Sum - Base Proposal Each Individual Property:

231 Dubois Street – Historic Residence

Property Owner has requested this property be painted the week of July 8, 2019

$____________________________________

(Numerically)

261 High Street – Historic Residence

$____________________________________

(Numerically)

The undersigned acknowledges that time is of the essence and agrees to complete the project within ___________ calendar days after commencement of work predicated on a written Notice to Proceed, currently anticipated for issuance by the Owner by June 27, 2019. Note: The City of Black Hawk requires that all projects be completed no later than September 30, 2019.

End of Attachment Two - Cost & Schedule Proposal Form
City of Black Hawk Exterior Residential Paint Program

Instructions to Bidders

RFP NO.: 2019-06
Exterior Paint Contractor for Residential Properties
231 Dubois Street
261 High Street

Issue Date:
Friday, May 10, 2019

Issued By:
City of Black Hawk
Community Planning and Development
PO Box 68, 211 Church Street
Black Hawk, CO 80422

Mandatory Pre-Bid Meeting:
Friday, May 17, 2019 @ 10:00 a.m.

Addendum No. 1
Monday, May 20, 2019

Submittal Deadline:
Friday, June 7, 2019 @ 4:00 p.m.
Historic Residential Properties

261 High Street:

A. Items excluded from the scope of work:
1. Removal of animal waste from the yard and for keeping the area clean of animal waste throughout the project duration. This is a homeowner responsibility.
2. Removal of all items from deck, away from house and deck, etc. so contractor has full access to complete the work. This is a homeowner responsibility. If an issue with access arises, the contractor shall notify the City immediately.
3. All major repairs to wood or metal surfaces, beyond industry standard paint prep, are the responsibility of the homeowner. If not completed prior to commencement of the work, the paint contractor will paint over these areas.
4. All electrical and utility boxes.
5. Aluminum trim on windows, if existing.
B. Items added to the scope of work:
1. Historic structure and non-historic addition.
2. Existing two (2) color scheme:
   a. Select a Sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays clean, is easily washed and stands up to abrasion.
   b. Body – Benjamin Moore – BM0235-01 (White)

   ![Image of Benjamin Moore paint can]

   c. Trim – Sherwin Williams – SW1011-2 (Fabulous Red)

   ![Image of Sherwin Williams paint can]

3. Minor repairs to wood deck. Replacement of up to two (2) boards. Dark stain preferred.

   ![Image of a house with a wooden deck]
4. Repair rust on wrought iron fencing/railings. Direct to Metal (DTM) paint to match existing.

5. Paint all black exterior light fixtures. Direct to Metal (DTM) paint to match existing.

6. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.

7. Paint all flashing, downspouts and gutters to match body color.

8. Fill all foundation voids and paint entire foundation.

9. Paint all wood windows, aluminum frame excluded.

10. Use a clear stain to protect front door.
231 Dubois Street:

A. Items excluded from the scope of work:
1. Removal of animal waste from the yard and for keeping the area clean of animal waste throughout the project duration. This is a homeowner responsibility.
2. Removal of all items from deck, away from house, outbuildings, etc. so paint contractor has full access to complete the work. This is a homeowner responsibility. If an issue with access arises, the contractor shall notify the City immediately.
3. All repairs to wood or metal surfaces, beyond industry standard paint prep, are the responsibility of the homeowner. If not completed prior to commencement of the work, the paint contractor will paint over these areas.
4. All electrical and utility boxes.
5. Aluminum trim on windows, if existing.
6. Decking associated with the below outbuilding.
B. Items added to the scope of work:
1. Historic structure, non-historic addition, non-historic outbuildings.
2. Conceal all wood siding nail holes and reset any nails that may be separating from the siding.
3. See attachment for exact details.
4. Existing two (2) color scheme:
   a. Select a Sheen with a light gloss, low reflective finish, good at hiding surface imperfection, stays cleaner, is easily washed and stands up to abrasion.
   c. All trim work and five (5) metal exterior light fixtures – Benjamin Moore: HC 182 (Classic Burgundy).

End of Residential Exterior Paint – Addendum No. 1
EXHIBIT B

SCHEDULE OF VALUES
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Lump Sum</th>
<th>231 Dubois</th>
<th>261 High</th>
<th>Project Completion</th>
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<td>Wall Coat Company</td>
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<td>Aspect Painting &amp; Roofing LLC</td>
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<td>$6,200.00</td>
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<td>Gonzales Custom Painting, Inc.</td>
<td>$16,369.00</td>
<td>$9,876.00</td>
<td>$6,493.00</td>
<td>15 days</td>
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</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MIKE F MISURACA (25398)
7979 E TUFTS AVE
STE 100
DENVER, CO 80237-0000

INSURED
5369551
ASPECT PAINTING LLC
6488 S OAK HILL CIR
AURORA, CO 80016

CONTACT NAME
MIKE F MISURACA

PHONE
303-474-9025

FAX
303-368-7526

E-MAIL ADDRESS
MIKE.MISURACA@COUNTRYFINANCIAL.COM

INSURER(S) AFFORDING COVERAGE
COUNTRY Mutual Insurance Company

NACI #
20990

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>SUB LIMITS</th>
<th>AM9190115</th>
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<th>POLICY EXP</th>
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<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
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<td>9/20/2018</td>
<td>9/20/2019</td>
<td>EACH OCCURRENCE $ 1,000,000</td>
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<td></td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $ 50,000</td>
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<td>BUSINESSOWNERS</td>
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<td>MED EXP (Any one person) $ 5,000</td>
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<td>GENERAL AGGREGATE</td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $ 1,000,000</td>
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<td>PRODUCTS - COMP/COP AGG</td>
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<td>GENERAL AGGREGATE $ 2,000,000</td>
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<td>EXCESS LIAB</td>
<td>OCCUR</td>
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<td>EACH OCCURRENCE</td>
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<td>CLAIMS-MADE</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>AM9190115</td>
<td>9/20/2018</td>
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<td>COVERED ON BUSINESSOWNERS</td>
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<td>ALL OWNED AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<tr>
<td></td>
<td></td>
<td>HIRD AUTOS</td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
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<td>OCCUR</td>
<td>CLAIMS-MADE</td>
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<td>WORKERS COMPENSATION</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

POLICY INFORMATION:
HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE $100,000 EACH OCCURRENCE SUBJECT TO A $100,000 AGGREGATE LIMIT

CERTIFICATE HOLDER
CITY OF BLACK HAWK
231 DUBOIS ST
BLACK HAWK, CO 80422

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION 41-2019
A RESOLUTION APPROVING THE PROPOSAL FROM HR GREEN FOR AN ASSESSMENT OF PUBLIC WORKS AND COMMUNITY PLANNING AND DEVELOPMENT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 41-2019

TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM HR GREEN FOR AN ASSESSMENT OF PUBLIC WORKS AND COMMUNITY PLANNING AND DEVELOPMENT

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the proposal from HR Green for an assessment of the Public Works and Community Planning and Development departments, not to exceed $60,760.00.

RESOLVED AND PASSED this 26th day of June, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK  
REQUEST FOR COUNCIL ACTION

SUBJECT:  Public Works and Community Planning and Development Assessment

RECOMMENDATION:  Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 41-2019, A Resolution Approving the Proposal from HR Green for an Assessment of Public Works and Community Planning and Development.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk is at a pivotal time regarding current and future Capital Improvement Projects and potential future commercial development. Staff has requested an operational and organizational assessment of the Public Works and Community Development departments which will provide the City with options to evaluate a number of municipal functions to help ensure maximum organizational and operational effectiveness.

AGENDA DATE:  June 26, 2019

WORKSHOP DATE:  N/A

FUNDING SOURCE:  PW & CP&D

DEPARTMENT DIRECTOR APPROVAL:  [ ]Yes  [ ]No

STAFF PERSON RESPONSIBLE:  Stephen N. Cole, City Manager

DOCUMENTS ATTACHED:  HR Green Proposal

RECORD:  [ ]Yes  [ X ]No

CITY ATTORNEY REVIEW:  [ X ]Yes  [ ]N/A

SUBMITTED BY:

___________________ ______
Stephen N. Cole, Acting City Manager
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and HR Green, Inc. whose address is 5619 DTC Parkway, Suite 1150, Greenwood Village, CO 80111 hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. STANDARD OF CARE. The standard of care applicable to Contractor’s Services will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

3. TERM. The term of this Agreement shall commence on the ___ day of June, 2019 and shall terminate on the ___ day of June, 2020 unless earlier terminated pursuant to Section 9 herein.

4. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

5. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor within 30 days upon Contractor’s filing of an invoice specifying the services provided.

6. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

7. COMPLIANCES. In the conduct of the instruction and/or services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

8. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

9. HOLD HARMLESS. Contractor, to the fullest extent permitted by law, shall indemnify, and hold harmless the City, its officers, and employees, from and against any and all costs, damage, or any liability of any kind whatsoever caused by the negligent acts, errors, or omission of the Contractor while performing the services pursuant to this agreement.

10. TERMINATION. The City or Consultant shall have the right to terminate this Agreement upon three (3) days notice, if the other party fails to comply with the terms and conditions set forth in this
Agreement through no fault of the terminating party.

11. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.

12. INSURANCE. Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.

13. MEDIATION. As a condition precedent to the initiation of any dispute resolution proceedings, the Contractor and City agree that all disputes between them arising out of or relating to this PSA shall be submitted to non-binding mediation unless the parties mutually agree otherwise in writing.

14. FORCE MAJEURE. Neither party will be liable to the other party for delays in performance of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. City will equitably adjust the schedule and compensation for Services impacted by this section.

15. CONTRACT INTERPRETATION

A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.

D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

City of Black Hawk:
City Clerk
PO Box 68
Black Hawk, CO 80422

Contractor:
HR Green, Inc.
5619 DTC Parkway, Suite 1150
Greenwood Village, CO 80111
All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.
E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates written opposite their respective signatures.

CITY OF BLACK HAWK, COLORADO

______________________________
Stephen N. Cole, City Manager

______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC
City Clerk

CONTRACTOR

By: ____________________________

______________________________
STATE OF COLORADO  )
COUNTY OF ______________________  ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ______________________, 20_____, by ______________________.

My commission expires: ______________________

(SEAL)

______________________________
Notary Public

Please see attached.
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On June 17, 2019 before me, L. Villasenor, Notary Public (insert name and title of the officer)

personally appeared George A. Wentz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ___________________________ (Seal)
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
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<th>Finish</th>
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<td>Signatures</td>
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<td>Kickoff Meeting</td>
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<td>Mon 7/8/19</td>
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<td>Job Shadow</td>
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<td>Tue 7/9/19</td>
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<td>Organizational Structure</td>
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<td>Succession Planning</td>
<td>2 days</td>
<td>Thu 7/13/19</td>
<td>Fri 7/12/19</td>
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<td>Redundancy In Services</td>
<td>2 days</td>
<td>Mon 7/16/19</td>
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<td>9</td>
<td>Evaluate Work Assignments, Accounting, Tracking</td>
<td>2 days</td>
<td>Mon</td>
<td>Tue 7/23/19</td>
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<td>Inventory types and quantities of services</td>
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<td>Thu 7/25/19</td>
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<td>Review Concrete Repair Program</td>
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<td>Transit Program</td>
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<td>Mon 7/15/19</td>
<td>Tue 7/16/19</td>
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<td>Assess Fleet, Facilities, etc.</td>
<td>2 days</td>
<td>Mon 7/29/19</td>
<td>Tue 7/30/19</td>
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<td>Fleet and facility software utilization</td>
<td>5 days</td>
<td>Wed 7/24/19</td>
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<td>CPBD</td>
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<td>Mon 7/11/19</td>
<td>Thu 8/9/19</td>
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<td>Assess Department Organization</td>
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<td>Evaluate Workflow</td>
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<td>Tue 7/16/19</td>
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<td>Create Consistent Comprehensive Practices</td>
<td>2 days</td>
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<td>24</td>
<td>Explore Innovative Technologies</td>
<td>2 days</td>
<td>Wed 7/24/19</td>
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<td>Documentation of Policies and Procedures</td>
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<td>Fri 7/26/19</td>
<td>Wed 7/24/19</td>
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<td>26</td>
<td>Opportunities for enhancing skill sets and succession planning</td>
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<td>Wed</td>
<td>Thu 8/1/19</td>
<td>7/31/19</td>
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<tr>
<td>Kickoff Meeting</td>
<td>HR Green team meets with key Town PW and CPD Staff; Spend one day with each of them to understand workloads and challenges</td>
<td>All</td>
<td>Mike Connor</td>
<td>16</td>
<td>150</td>
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<tr>
<td>Job Shadow Tom and Matt</td>
<td></td>
<td>Mike Connor</td>
<td>8</td>
<td>150</td>
<td>$1,200</td>
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<tr>
<td>Job Shadow Jim Ford - Water Engineer</td>
<td>Spend one day with Jim to understand workloads and challenges; Review job logs, interview staff, list all current responsibilities, evaluate staffing levels compared to responsibilities, identify recommendations</td>
<td>Dave Schmit</td>
<td>24</td>
<td>150</td>
<td>$3,600</td>
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<tr>
<td>Succession planning</td>
<td>To be assessed through other tasks; Evaluate current staffing and capabilities, identify potential internal candidates; Evaluate training and development needs, establish a plan.</td>
<td>Dave Schmit</td>
<td>8</td>
<td>150</td>
<td>$1,200</td>
</tr>
<tr>
<td>Redundancy in services</td>
<td>Look at critical systems, identify systems lacking redundancy, outline needs to develop a plan for redundant systems, cross training or outsourcing opportunities</td>
<td>Dave Schmit</td>
<td>16</td>
<td>150</td>
<td>$2,400</td>
</tr>
<tr>
<td>Evaluate how work is assigned, accounted for tracked and reported</td>
<td>Examine current processes, open to close, chart processes with description of each step, identify weaknesses and recommend changes; Review job descriptions, have each staff member prepare a questionnaire, interview individual staff members to determine their training and experience; Identify supplemental training for each individual</td>
<td>Ken Price</td>
<td>8</td>
<td>178</td>
<td>$1,424</td>
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<tr>
<td>Evaluate qualifications of personnel for their role</td>
<td>By staff member, evaluate qualifications, training, recommend training</td>
<td>Dave Schmit</td>
<td>24</td>
<td>150</td>
<td>$3,600</td>
</tr>
<tr>
<td>Staff training to include supervisory training</td>
<td>List all current and planned projects, Review employee calendar, estimate weekly time demands for project manager for each project, identify weaknesses, list alternative solutions, interview staff to outline current programs and services, review tracking information, outline roles and responsibilities</td>
<td>Dave Schmit</td>
<td>8</td>
<td>150</td>
<td>$1,200</td>
</tr>
<tr>
<td>Current / upcoming CIP and operations program / level of activity</td>
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<td>Mike Connor</td>
<td>16</td>
<td>150</td>
<td>$2,400</td>
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<td>Inventory the types and quantities of existing services provided by the department</td>
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<td>Mike Connor</td>
<td>16</td>
<td>150</td>
<td>$2,400</td>
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<tr>
<td>Review pavement maintenance and management</td>
<td>Examine current processes, open to close, chart processes with description of each step, identify weaknesses and recommend changes; Review job descriptions, have each staff member prepare a questionnaire, interview individual staff members to determine their training and experience; Identify supplemental training for each individual</td>
<td>Dave Schmit</td>
<td>4</td>
<td>150</td>
<td>$600</td>
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<tr>
<td>Review concrete repair program</td>
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<td>Mike Connor</td>
<td>4</td>
<td>150</td>
<td>$600</td>
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<tr>
<td>Evaluate Street Operations</td>
<td></td>
<td>Mike Connor</td>
<td>24</td>
<td>150</td>
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<td>Assess development review process and system</td>
<td>Combine with the CP&amp;D review; Examine current processes, open to close, chart processes with description of each step, identify weaknesses and recommend changes</td>
<td>John Merritt</td>
<td>8</td>
<td>178</td>
<td>$1,424</td>
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<tr>
<td>Review traffic signal maintenance program</td>
<td></td>
<td>John Merritt</td>
<td>16</td>
<td>178</td>
<td>$2,848</td>
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<td>Review transit program</td>
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<td>John Merritt</td>
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<td>178</td>
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<tr>
<td>Assess critical aspects of fleet maintenance, facilities management, including operations and building maintenance, fleet and water facilities</td>
<td>Review current vehicle list, mileage, maintenance records, utilization plan, replacement policy, gas use and controls; Look at current facilities, review maintenance program and records</td>
<td>Dave Schmit</td>
<td>8</td>
<td>150</td>
<td>$1,200</td>
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<tr>
<td>Maximize fleet and facility software utilization</td>
<td>Review the current software systems, identify capabilities, compare utilization, outline areas for improvement</td>
<td>Ken Price</td>
<td>20</td>
<td>178</td>
<td>$3,560</td>
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<td>Prepare report of findings - PW &amp; CPD</td>
<td></td>
<td>Mike Connor</td>
<td>20</td>
<td>150</td>
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<td>Summary Meeting/Presentation</td>
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<tr>
<td>1</td>
<td>Assess department/organization structure, staffing and service levels Evaluate workflow operations/ practices, quality of performance, and service delivery to improve effectiveness, efficiency and final product</td>
<td>Review workloads, project lists, interview all staff, interview 3 applicants, interview Benchmark and other contract staff</td>
<td>Mike Connor</td>
<td>16</td>
<td>150</td>
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<tr>
<td>2</td>
<td>Chart processes, steps, identify issues, Review 3 project files (same as applicants interviewed above), evaluate timelines and responsiveness to include PW review.</td>
<td>Ken Price</td>
<td>8</td>
<td>178</td>
<td>$1,424</td>
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<tr>
<td>3</td>
<td>The department/organization - both &quot;on paper&quot; and &quot;in reality&quot;</td>
<td></td>
<td>Mike Connor</td>
<td>16</td>
<td>150</td>
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<td>4</td>
<td>To be assessed through other tasks Identify process improvements, chart workflows existing and recommended improvements</td>
<td></td>
<td>Ken Price</td>
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<td>178</td>
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<td>5</td>
<td>Collaborate on process assessment and recommendations</td>
<td></td>
<td>Mike Connor</td>
<td>8</td>
<td>150</td>
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<tr>
<td>6</td>
<td>Explore innovative technologies to improve service delivery</td>
<td>Upon completion of Task 4, look at existing technologies and proven technological solutions</td>
<td>Ken Price</td>
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<td>178</td>
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<td>7</td>
<td>Documentation of policies and procedures Compile recommended processes and procedures</td>
<td></td>
<td>Ken Price</td>
<td>16</td>
<td>178</td>
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<td>8</td>
<td>Opportunities for enhancing personnel skill sets, career development and succession planning Identify training and qualifications, identify training needs, recommend potential training</td>
<td></td>
<td>Dave Schmit</td>
<td>4</td>
<td>150</td>
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<tr>
<td>8</td>
<td>Prepare report of findings and recommendations</td>
<td></td>
<td>Mike Connor</td>
<td>16</td>
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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER
Holmes Murphy & Assoc - CR
201 First Street SE, Suite 700
Cedar Rapids, IA 52401

INSURED
HR Green Inc
8710 Earhart Lane SW
Cedar Rapids, IA 52404

CONTACT NAME: Michelle Gruis
PHONE: 319-896-7715
FAX: 865-231-7822
E-MAIL: mgruis@holmesmurphy.com

CERTIFICATE NUMBER: 56493094

COVERAGES

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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project No. 190526

CERTIFICATE HOLDER
City of Black Hawk
201 Selak Street
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION 42-2019
A RESOLUTION RATIFYING THE PHONE POLL APPROVING A FIRST AMENDMENT TO THE TAYLOR KOHRS CMGC CONTRACT AND THE PAYMENT OF $60,000 TO TAYLOR KOHRS FOR THE DESIGN OF THE HIDDEN TREASURE TRAIL HEAD BRIDGE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 42-2019

TITLE: A RESOLUTION RATIFYING THE PHONE POLL APPROVING A FIRST AMENDMENT TO THE TAYLOR KOHRS CMGC CONTRACT AND THE PAYMENT OF $60,000 TO TAYLOR KOHRS FOR THE DESIGN OF THE HIDDEN TREASURE TRAIL HEAD BRIDGE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby ratifies the phone poll approving the First Amendment to the Taylor Kohrs CMGC Contract and the payment of $60,000 to Taylor Kohrs for the design of the Hidden Treasure Trail Head Bridge.

RESOLVED AND PASSED this 26th day of June, 2019.

______________________________  
David D. Spellman, Mayor

ATTEST:

______________________________  
Melissa A. Greiner, CMC, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution 42-2019, Ratification of phone poll conducted on June 18, 2019 regarding the approval of amendment No. 1 to the Taylor Kohrs CMGC contract for the Hidden Treasure Trailhead Project.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 42-2019, a Resolution ratifying the Phone Poll approving the payment of $60,000 to Taylor Kohrs for the Hidden Treasure Trailhead Bridge.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Taylor Kohrs has selected Big R Bridge to fabricate the Hidden Treasure Trailhead Bridge. To secure a production slot and finalize the engineering required to start fabrication, Big R is requesting a deposit. This deposit will reserve a production slot such that the bridge should be fabricated and ready for installation in late fall.

AGENDA DATE: June 26, 2019

FUNDING SOURCE: Preservation 203-0000-502-58-16

STAFF PERSON RESPONSIBLE: Thomas Isbester

DOCUMENTS ATTACHED: Invoice from Big R Bridge

PROJECT COMPLETION DATE: December 31, 2019

CITY ATTORNEY REVIEW: [ ] Yes [ ] N/A

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Stephen N. Cole, City Manager

__________________________ __________________________________
Thomas Isbester, Public Works Director Stephen N. Cole, City Manager
RESOLUTION 43-2019
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN THE CITY OF BLACK HAWK AS LESSOR AND GILPIN COUNTY EDUCATION FOUNDATION AS LESSEE FOR PROPERTY LOCATED AT 137 CLEAR CREEK STREET, UNIT A, BLACK HAWK, COLORADO
STATE OF COLORADO  
COUNTY OF GILPIN  
city of Black Hawk  
Resolution No. 43-2019  

Title: A Resolution Approving the First Amendment to the Agreement of Lease between the City of Black Hawk as Lessor and Gilpin County Education Foundation as Lessee for Property Located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado  

Now, therefore, be it resolved by the Board of Aldermen of the City of Black Hawk, Colorado, that:  

Section 1. The City Council hereby approves the First Amendment to the Agreement of Lease between the City of Black Hawk as Lessor and Gilpin County Education Foundation as Lessee for Property Located at 137 Clear Creek Street, Unit A, Black Hawk, Colorado, and authorizes the Mayor to execute the same on behalf of the City  

Resolved and passed this 26th day of June, 2019.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

________________________________________  
Melissa A. Greiner, City Clerk
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Amendment to the Lease of 137 Clear Creek Street, Unit A.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE: Resolution # 43-2019, A Resolution approving the First Amendment to the Agreement of Lease between the City of Black Hawk as lessor and the Gilpin County Education Foundation as lessee for Property Located at 137 Clear Creek Street, Black Hawk, Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The First Amendment to the Lease provides for a “Rent Credit” equal to the 4.50% City of Black Hawk Sales Tax generated at 137 Clear Creek Street, Unit A (the Convenience Store).

AGENDA DATE: June 26, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: First Amendment to the Agreement of Lease

RECORD: [ ] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [ ] N/A

SUBMITTED BY: REVIEWED BY:

Lance Hillis, Finance Director
Stephen N. Cole, City Manager
FIRST AMENDMENT TO AGREEMENT OF LEASE

This First Amendment to the Agreement of Lease is made and entered into this 26th day of June, 2019 (the “First Amendment”), by and between the City of Black Hawk (“Lessor”) and Gilpin County Education Foundation (“Lessee”).

WHEREAS, Lessor and Lessee entered into that Agreement of Lease dated May 11, 2016 regarding “Premises” defined as “137 Clear Creek Street, Unit A, Black Hawk, Colorado 80422” (the “Original Lease”); and

WHEREAS, Lessor and Lessee desire to amend Section 3.3 of the Original Lease to provide a “Rent Credit” equal to the average City of Black Hawk 4.50% Sales Tax charged, collected and remitted for taxable transactions consummated at the Leased Premises.

NOW THEREFORE, In consideration of the rents, covenants and agreements herein reserved and contained, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the Premises as amended by this First Amendment.

1. Section 3.3 of Article 3 of the Original Lease is amended to read as follows:

3.3a Rent. Lessee shall pay rent to Lessor in the amount of Eight hundred and fifty dollars ($850.00) per month for the first twelve months of this Lease. Lessee shall also pay any possessory taxes which may be assessed against the Premises. Commencing on the one-year anniversary of this lease and on each annual anniversary thereafter during the lease term, the rent shall be adjusted to include the most recent annual Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

3.3b Rent Credit. The Lessee shall be entitled to a credit towards the monthly lease payment in an amount equal to the average monthly City of Black Hawk 4.50% Sales Tax collected at the location for the previous twelve-month period ending April 30. This credit will be based solely on the City’s 4.50% general sales tax and will not include the additional 1.50% Sales Tax supporting Gilpin County School District RE-1. The credit for the initial twelve-month period will be $580 per month.

2. The Original Agreement is in full force and effect and is hereby ratified by the Lessor and the Lessee. The Original Agreement and this First Amendment constitute all of the agreements between the Lessor and the Lessee.
IN WITNESS WHEREOF, the parties to this First Addendum have set their hands and seals the day and year first written above.

CITY OF BLACK HAWK, COLORADO

_____________________________________
David D. Spellman, Mayor

ATTEST:

_____________________________________
Melissa A. Greiner, City Clerk

GILPIN COUNTY EDUCATION FOUNDATION

By: ___________________________________
Craig Holmes, President

STATE OF COLORADO )
) ss.
COUNTY OF GILPIN )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _______ day of ___________________________, 2019, by Craig Holmes, President of the Gilpin County Education Foundation.

My commission expires: ___________________________

(SEAL)

Notary Public