REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
February 13, 2019

Work Session
1:30 p.m.

Regular Meeting
Immediately following Work Session

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: January 23, 2019
7. PUBLIC HEARINGS:
   A. CB7, An Ordinance Amending Various Sections of the Black Hawk Municipal Code Regarding 3.2 Beer
8. ACTION ITEMS:
   A. Resolution 8-2019, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended
   B. Resolution 9-2019, A Resolution Approving the 2019 Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.
   C. Resolution 10-2019, A Resolution Authorizing the Filing of a Petition for Inclusion of City-Owned Property into the Silver Dollar Metropolitan District
   D. Resolution 11-2019, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and Baseline Engineering Corporation in an Amount Not to Exceed $139,145.00 for Civil Engineering Services Pertaining to the Gregory Street Phase 2 Project
9. CITY MANAGER REPORTS:
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:
12. ADJOURNMENT:
Nathan Pillatzke, AIA of PEH Architects, rang the bell to open the meeting.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, January 23, 2019, by Mayor Spellman immediately following a work session.

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

Absent: Aldermen Johnson and Torres.

Staff present: City Attorney Hoffmann, Acting City Manager Cole, Acting Police Chief Jantz, Fire Chief Woolley, Finance Director Hillis, Accountant Hall, Public Works Director Isbester, Senior Civil Engineers Ford and Reed, Street Superintendent Schaller, Fleet Superintendent Jackson, City Clerk/Administrative Services Director Greiner, Community Planning & Development Administrator Linker, Community Planning and Development Administrative Assistant Forbes, and Deputy City Clerk Martin.

PLEDGE OF ALLEGIANCE: Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

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 confirmed that no one had signed up to speak.

6. APPROVAL OF MINUTES: January 9, 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:

A. CB2, An Ordinance Amending the Black Hawk Employee Handbook Dated September 2018, by the Addition of a New Section 512 Entitled Unscheduled Pay, and a Corresponding Amendment to Section 508 Regarding Overtime Pay

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis introduced this item to benefit non-exempt hourly employees who are asked to work unplanned or unscheduled time during a week that also includes paid leave. As the policy currently reads, no one is eligible for overtime pay until the hours physically worked exceeds the required number of hours for the pay period. The new unscheduled premium pay would provide a premium for those hours worked that are outside of one’s regular schedule but do not qualify for overtime. Street Superintendent Schaller said this would be a huge morale booster for his employees.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB2, an Ordinance amending the Black Hawk Employee Handbook dated September 2018, by the addition of a new Section 512 entitled Unscheduled Pay, and a corresponding amendment to Section 508 regarding overtime pay 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.
Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve CB2, an Ordinance amending the Black Hawk Employee Handbook dated September 2018, by the addition of a new Section 512 entitled Unscheduled Pay, and a corresponding amendment to Section 508 regarding overtime pay.

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


Mayor Spellman read the title and opened the public hearing.

Fire Chief Woolley said this was an adjustment to the City’s Fire Code to add certain occupancy groups to the sprinkler requirements.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB3, an Ordinance amending Section 18-5 of the Black Hawk Municipal Code regarding the need for automatic sprinkler systems under the International Fire Code 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 CB3, an Ordinance amending Section 18-5 of the Black Hawk Municipal Code regarding the need for automatic sprinkler systems under the International Fire Code.

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

C. CB4, An Ordinance Repealing Section 2-178 of the Black Hawk Municipal Code Regarding the Bylaws of the Black Hawk Fire Department

D. CB5, An Ordinance Repealing the Previously Approved City of Black Hawk Fire Department Rules and Regulations and/or Standard Operating Guidelines

Mayor Spellman read the titles to hold one public hearing on both agenda items.

Fire Chief Woolley asked to have the requirements for Council approval of Fire Department Bylaws eliminated and to have previous approval of Standard Operating Guidelines repealed. City Attorney
Hoffmann noted that the Fire Department administration seeks to utilize existing City policies and should have the ability to modify operating guidelines for daily operations.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB4, an Ordinance repealing Section 2-178 of the Black Hawk Municipal Code regarding the Bylaws of the Black Hawk Fire Department and CB5, an Ordinance repealing the previously approved City of Black Hawk Fire Department Rules and Regulations and/or Standard Operating Guidelines open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinances to come forward.

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

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve CB4, an Ordinance repealing Section 2-178 of the Black Hawk Municipal Code regarding the Bylaws of the Black Hawk Fire Department and CB5, an Ordinance repealing the previously approved City of Black Hawk Fire Department Rules and Regulations and/or Standard Operating Guidelines.

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

E. CB6, An Ordinance Approving a Lease Agreement with Vertical Bridge Development, LLC for the Installation and Maintenance of a Cellular Tower Facility on City Property on Miners Mesa

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester explained the area to be leased was the diamond lot on Miners Mesa. The details were included in the packet.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB6, an Ordinance approving a Lease Agreement with Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa 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 Armbright MOVED and was SECONDED by Alderman Moates to approve CB6, an Ordinance approving a Lease Agreement with Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

8. ACTION ITEMS:

A. Resolution 5-2019, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed $840,095.00 for Design Services Pertaining to the Gregory Street Phase 2 Project

Mayor Spellman read the title.

Senior Civil Engineer Reed reminded Council that they just participated in the PEH Architect Work Session and saw their fully detailed presentation. At this time he wanted to elaborate on the items not included with their presentation; items that would have to come back to Council at a later date for separate approval, such as the Lucky Star and Eureka development, renovation of the church, and the civil engineering work on the flume, to name a few.

Alderman Micap asked about the exclusion of the 11-month walk through when finished and if the schedule gets pushed out, would PEH increase their prices. Peter Heinz, of PEH Architects, said they would honor the 11-month walk through, and if the project were to drag out of their control, they might need to come back for more money in a mutually agreed upon manner. He added that the six to nine months listed was the design scope and that construction could take up to 24 months.

Alderman Midcap also questioned the exclusion of the design review or Owner Architect Contractor (OAC) construction meeting minutes, and Mr. Heinz clarified that PEH would be at those meetings, this exclusion was only meant to put the task of taking minutes back onto the contractor. Mr. Heinz added that the architectural/engineering (A/E) fees were for all the engineering, as well as the interiors of the buildings.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Bennett to approve Resolution 5-2019, a Resolution approving the Professional Services Agreement between the City of Black Hawk and
PEH Architects in an amount not to exceed $840,095.00 for design services pertaining to the Gregory Street Phase 2 Project.

**MOTION PASSED**

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

**B. Resolution 6-2019, A Resolution Approving Certain Service Agreements for Calendar Year 2019**

Mayor Spellman read the title.

Public Works Director Isbester introduced this housekeeping item to add onto the others recently approved at the end of year.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 6-2019, a Resolution approving certain service agreements for calendar year 2019.

**MOTION PASSED**

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

**C. Resolution 7-2019, A Resolution Approving the Purchase of a 2019 Nilfisk Advance SW8000 Sweeper from Ace Equipment in an Amount Not To Exceed $53,850.00**

Mayor Spellman read the title.

Public Works Director Isbester explained with the opening of the St. Charles Carriage House Parking Garage; the Public Works Department now needs equipment to maintain the facility. Mayor Spellman noted that this sweeper could also be used to maintain the new Gregory Street Plaza in the future.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 7-2019, a Resolution approving the purchase of a 2019 Nilfisk Advance SW8000 Sweeper from Ace Equipment in an amount not to exceed $53,850.00.

**MOTION PASSED**

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

**9. ACTING CITY MANAGER REPORTS:**

Acting City Manager Cole had nothing to report.
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 for specific legal issues related to potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to adjourn into Executive Session at 3:16 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 Armbright to adjourn the Executive Session at 3:57 p.m.

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

City Council resumed their regular meeting with a MOTION by Alderman Moates, and SECONDED by Alderman Midcap, to authorize the Acting City Manager not to exceed $75,000, subject to ratification, for the interior demolition on the properties on Gregory Street; there was no discussion, and the motion PASSED unanimously.

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:00 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 7
AN ORDINANCE
AMENDING VARIOUS
SECTIONS OF THE BLACK
HAWK MUNICIPAL CODE
REGARDING 3.2 BEER
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB7  
ORDINANCE NUMBER: 2019-7  

TITLE: AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BLACK HAWK MUNICIPAL CODE REGARDING 3.2 BEER  

WHEREAS, the Colorado General Assembly, in 2016, passed Senate Bill 16-197 which repeals the limit on alcohol content of fermented malt beverages, or "3.2 Beer" on January 1, 2019;  

WHEREAS, the City Council desires to amend the Black Hawk Municipal Code to replace references to "3.2 beer" with "fermented malt beverages."  

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

Section 1. Section 4-192, subsections (b)(25)(e) and (f), of the City of Black Hawk Municipal Code are hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:  

Section 4-192. Occupation Taxes.  

* * *  

e. All operators licensed to sell only three and two-tenths percent (3.2%) beer fermented malt beverages in original containers for consumption off the premises, the sum of three hundred fifty dollars ($350.00).  

f. All operators licensed to sell only three and two-tenths percent (3.2%) beer fermented malt beverages by the drink for consumption on the premises, the sum of one thousand dollars ($1,000.00).  

Section 2. The title of Article III of Chapter 6 is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:  

ARTICLE III – 3.2 BEER LICENSES  
FERMENTED MALT BEVERAGE LICENSES
Section 3. Section 6-51 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-51. Definitions

* * *

**Fermented Malt Beverage or 3.2 beer** means beer and any beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any similar product or any combination thereof in water containing not less than one-half of one percent (½%) alcohol by volume and not more than three and two-tenths percent (3.2%) alcohol by weight or four percent (4%) alcohol by volume; except that fermented malt beverage shall not include confectionery containing alcohol within the limits prescribed by Section 25-5-410(1)(i)(II), C.R.S.

* * *

**Malt Liquors** includes beer and shall be construed to mean any beverage obtained by the alcoholic fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination thereof, in water containing more than three and two-tenths percent (3.2%) of alcohol by weight or four percent (4%) alcohol by volume not less than one-half of one percent (½%) alcohol by volume.

Section 4. Section 6-58 of the City of Black Hawk Municipal Code is hereby amended by the deletion of subsection (b)(3).

Section 5. Section 6-91 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

**Section 6-91. Application required; Filing.**

(a) An application for a 3.2 beer fermented malt beverage license shall be required for the following:

(1) Sales for consumption off the premises of the licensee; and

(2) Sales for consumption on the premises of the licensee; and

(3) Sales for consumption both on and off the premises of the licensee.
(b) All new applications for 3.2\% beer fermented malt beverage licenses shall be filed, in duplicate on forms made available by the office of the Secretary of State, with the City Clerk and shall be accompanied by the following:

* * *

Section 6. Section 6-92 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-92. Fee.

An application fee and a license or renewal fee, in accordance with the fee schedule as determined by the Colorado Department of Revenue, shall be made to the City at the time of making an application for a three and two-tenths percent (3.2\%) beer fermented malt beverage license. This fee shall be used by the City to defray the expenses incurred by the City in investigating the applicant and conducting the hearing. No part of this fee shall be refundable to the applicant for any reason.

Section 7. Section 6-93, subsection (a) of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-93. Initial Appearance before City Council; Setting Public Hearing.

(a) The City Clerk shall place on the agenda of a City Council meeting the request for a three and two-tenths percent (3.2\%) beer fermented malt beverage license. The meeting shall be held not less than four (4) days nor more than thirty (30) days after the City Clerk has received the completed application.

Section 8. Section 6-94, subsections (a) and (c), of the City of Black Hawk Municipal Code are hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-94. Public Notice

(a) The applicant for a three and two-tenths percent (3.2\%) beer fermented malt beverage license shall cause to be posted and published a public notice of hearing not less than ten (10) days prior to the public hearing. The sign used for posting such notice shall be of cardboard material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height and stating the type of license applied for, the date of the application, the date of hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a partnership, the sign shall contain the
names and addresses of all partners. If the applicant is a corporation, association or other organization, the sign shall contain the names and addresses of the president, vice-president, secretary and manager or other managing officers.

* * *

(c) Where the building in which the three and two-tenths percent (3.2%) beer fermented malt beverage is to be sold is in existence at the time of the application for the license therefore, the sign shall be placed on the premises so as to be conspicuous and plainly visible to the general public from the exterior of the building. If the building is not in existence at the time of such application, the sign shall be posted upon the premises upon which the building is to be constructed in such manner that it shall be conspicuous and plainly visible to the general public.

Section 9. Section 6-95, subsection (a), of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-95. Investigation of Applicant.

(a) The City Clerk shall make an investigation of the applicant for a three and two-tenths percent (3.2%) beer fermented malt beverage license, and, in the case of a corporation, the board of directors of the applicant, and, in the case of a partnership, the partners of the applicant. Such investigation shall include fingerprinting and the obtaining from the Colorado Bureau of Investigation a report on the applicant.

Section 10. Section 6-96 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-96. Procedure at hearing.

The rules of procedure to be followed in the conducting of the public hearing upon an application for a 3.2% beer fermented malt beverage license shall be established by the Mayor.

Section 11. Section 6-97 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-97. Considerations for Approving or Denying Application.

Before entering any decision to approve or deny the application for a three and two-tenths percent (3.2%) beer fermented malt beverage beer license, the City Council shall consider the following:
Section 12. Section 6-98 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-98. Approval or Disapproval

The decision of the City Council approving or denying the application for a three and two-tenths percent (3.2%) beer fermented malt beverage license shall be in writing stating the reasons and shall be issued within thirty (30) days after the date of the public hearing on the application. A copy of such decision shall be sent by mail to the applicant at the address shown in the application.

Section 13. Section 6-99 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-99. Issuance of License When Building Not Yet Constructed.

In the case of buildings not yet in existence, where the City Council votes in favor of the issuance of a three and two-tenths percent (3.2%) beer fermented malt beverage license, the license shall not be issued until the building in which the business is to be conducted is ready for occupancy, and then only after inspection of the premises has been made to determine that the applicant has substantially complied with the architect's drawings and specifications submitted with the application for such license.

Section 14. Section 6-100 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-100. Change of Location.

All of the procedures outlined in this Article shall be applicable to a change of location of an existing 3.2% beer fermented malt beverage license.

Section 15. Section 6-101 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-101. Rehearing Limitation.
No application for the issuance of a three and two-tenths percent (3.2%) beer fermented malt beverage license shall be considered by the City Council if an application for a similar type of license has been denied for the same location within the two (2) years immediately preceding the date of such new application.

Section 16. The title of Article IV of Chapter 6 is hereby amended to read as follows:

ARTICLE IV – ALCOHOLIC BEVERAGES AND 3.2 BEER FERMENTED MALT BEVERAGE REGULATIONS

Section 17. Section 6-122 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-122. When Consumption on Premises Prohibited.

No licensee shall permit the consumption of malt, vinous or spirituous beverages or 3.2 percent beer fermented malt beverages on the licensed premises at any time when the sale of such beverages is prohibited by law.

Section 18. Section 6-125 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-125. Nudity on Premises.

No licensee for retail sale by the drink or spirituous, vinous or malt beverages or 3.2 percent beer fermented malt beverages shall permit any person to appear in a state of nudity within or upon the premises.

Section 19. Section 6-126 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-126. Indecent Displays.

No licensee for retail sale by the drink of spirituous, vinous or malt beverages or 3.2 percent beer fermented malt beverages shall permit any lewd or indecent display by any person within or upon the premises.

Section 20. Section 6-127 of the City of Black Hawk Municipal Code is hereby amended to read as follows with new language appearing in underline and deleted language appearing in strikethrough:

Section 6-127. Showing of Films, etc., Depicting Acts Prohibited.
No licensee for retail sale by the drink of spirituous, vinous or malt beverages or 3.2 percent beer fermented malt beverages shall permit the showing of films, still pictures, electronic reproduction or other visual reproductions depicting any act or live performance prohibited by this Article.

Section 21. 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 22. 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 23. 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 13th day of February, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Request for Amendment to the Black Hawk Municipal Code

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

MOTION TO APPROVE Council Bill 7, An Ordinance Amending Various Sections of the Black Hawk Municipal Code Regarding 3.2 Beer

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Colorado General Assembly, in 2016, passed Senate Bill 16-197 which repeals the limit on alcohol content of fermented malt beverages, or "3.2 Beer" on January 1, 2019. Accordingly, Staff recommends amending the Black Hawk Municipal Code to replace references to "3.2 beer" with "fermented malt beverages."

AGENDA DATE: February 13, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner  Stephen N. Cole
City Clerk/Administrative Services Director  Acting City Manager
RESOLUTION 8-2019
A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 8-2019  

TITLE:  A RESOLUTION APPROVING THE CITY OF BLACK HAWK FEE SCHEDULE, AS AMENDED  

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

Section 1. The City of Black Hawk Fee Schedule, as amended, attached hereto as Exhibit A, is hereby approved.  

RESOLVED AND PASSED this 13th day of February, 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 amending the 2019 City of Black Hawk Fee Schedule.

RECOMMENDATION:

MOTION TO APPROVE Resolution 8-2019, a Resolution amending the 2019 City of Black Hawk Fee Schedule.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Incorporated into the accompanying Fee Schedule (Exhibit A) are changes proposed by City staff.

AGENDA DATE: February 13, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Resolution 8-2019
Exhibit A – Draft Amended 2019 Fee Schedule

RECORD: [ ]Yes [X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner
City Clerk/Administrative Services Director

Stephen N. Cole
Acting City Manager
## EXHIBIT A
### DRAFT 2019 City of Black Hawk Fee Schedule (amended 1/16/19 2/13/19)

<table>
<thead>
<tr>
<th>Business/Sales Tax License</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Business License-New &amp; Renewal</td>
<td>$50.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Gaming License Related Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Device Fee</td>
</tr>
<tr>
<td>$40.80 per device/per year</td>
</tr>
<tr>
<td>Ambulance Fee (Silver Dollar Metro District Devices Excluded)</td>
</tr>
<tr>
<td>$2.50 per device/per month</td>
</tr>
</tbody>
</table>

| General Device Fee (except live table games)                                             |
| $1,050.00 per device/per year                                                            |

| General Device Fee on Table Games with Live Dealers                                      |
| $4,200.00 per device/per year                                                            |

<table>
<thead>
<tr>
<th>Liquor License</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee - new license</td>
</tr>
<tr>
<td>$1,000.00</td>
</tr>
<tr>
<td>Retail Liquor Store</td>
</tr>
<tr>
<td>$22.50</td>
</tr>
<tr>
<td>Liquor-licensed Drugstore</td>
</tr>
<tr>
<td>$22.50</td>
</tr>
<tr>
<td>Beer and Wine</td>
</tr>
<tr>
<td>$48.75</td>
</tr>
<tr>
<td><strong>Beer and Wine for a Resort</strong></td>
</tr>
<tr>
<td>$75.00 no longer on State Fee Schedule</td>
</tr>
<tr>
<td>Hotel and Restaurant</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Tavern</td>
</tr>
<tr>
<td>$75.00</td>
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<tr>
<td>Optional Premises</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Club</td>
</tr>
<tr>
<td>$41.25</td>
</tr>
<tr>
<td>Retail Gaming Tavern</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Brew Pub</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Arts</td>
</tr>
<tr>
<td>$41.25</td>
</tr>
<tr>
<td>Racetrack</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Bed &amp; Breakfast</strong></td>
</tr>
<tr>
<td>$3.75 moved below classes of licenses, it's a permit</td>
</tr>
<tr>
<td>Distillery Pub</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Lodging &amp; Entertainment</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Vitner's Restaurant</td>
</tr>
<tr>
<td>$75.00</td>
</tr>
<tr>
<td>Fermented Malt Beverage On Premises</td>
</tr>
<tr>
<td>$3.75</td>
</tr>
<tr>
<td>Fermented Malt Beverage Off Premises</td>
</tr>
<tr>
<td>$3.75</td>
</tr>
<tr>
<td>Fermented Malt Beverage On/Off Premises</td>
</tr>
<tr>
<td>$3.75</td>
</tr>
<tr>
<td><strong>3.2 Beer</strong></td>
</tr>
<tr>
<td>$3.75 no longer on State Fee Schedule</td>
</tr>
<tr>
<td>Art Gallery Permit</td>
</tr>
<tr>
<td>$3.75</td>
</tr>
<tr>
<td>Bed &amp; Breakfast Permit</td>
</tr>
<tr>
<td>$3.75</td>
</tr>
<tr>
<td>Mini Bar Permit w/Hotel Restaurant License</td>
</tr>
<tr>
<td>$48.75</td>
</tr>
</tbody>
</table>

| Annual Renewal Application Fee                                                            |
| $100.00                                                                                   |
| Late Renewal                                                                             |
| $500.00                                                                                   |
## Special Event Liquor Permit
$100.00

| Fingerprint Analysis (CBI Pass-Through Charge credit card payment through Idemia) | $48.50 $38.50 each analysis ($38.50 + $10 vendor service fee) |
| Corp/LLC Change (per person) | $100.00 |
| Temporary Permit (same time as Transfer of Ownership) | $0.00 no longer on State Fee Schedule |
| Temporary Permit (if not as same time as Transfer of Ownership) | $100.00 no longer on State Fee Schedule |
| Change of Location | $750.00 |
| Change of Manager (H&R, Tavern, L&E, and Campus Liquor Complex) | $75.00 |
| Promotional Association Certification Application | $100.00 |
| Attachment of a Licensed Premise | $100.00 |
| Annual Renewal | $100.00 |

## Lodging License

| Lodging License | $100.00 |
| Short-Term Rental License | $100.00 |

## Retail Marijuana License

| Initial Operating Fee | $2,500.00 |
| Annual Renewal and Operating Fee | $1,500.00 |
| late renewal | $500.00 |
| Transaction Fee | $2.00 |
| Change in Corporate Officers, Directors, or Manager | $100.00 |
| Fingerprint Analysis (CBI Pass-Through Charge credit card payment through Idemia) | $48.50 $38.50 each analysis ($38.50 + $10 vendor service fee) |

## Escort Services License

| Application Fee | $300.00 |
| Application Investigation Fee (Police Department) | $250.00 |
| Renewal Fee | $200.00 |

## Pawnbrokers Business License

| Application Fee | $2,200.00 |
| Renewal Fee | $5.00 |
| Investigation and Processing Fee | $200.00 |

## Sexually Oriented Business License

| Application Fee | $750.00 |
| Renewal Fee | $1,000.00 |
## Transfer of Ownership
- $200.00

## Manager's License
- $250.00

### Misc. Licenses/Permits
- **Dog License**
  - Annual Fee (Males & spayed females): $3.00
  - Annual Fee (Unspayed females): $5.00
- **Newsrack Permit**: $0.00
- **Public Assembly Permit (for profit organizations)**: $100.00
- **Recreational Vehicle and Equipment Permit**: $0.00
- **Mobile Auto Repair Permit and Annual Renewal**: $25.00
- **Street Vendor Conditional Use Permit**: $100.00 for 6 months for each vehicle used
- **Shuttle Owner/Operator Registration and Annual Renewal**: $100.00
- **Private Social Club Permit**: $100.00

### Solicitation
- **Permit Fee**: $100.00
- **Renewal Fee**: $50.00

### Fingerprint Fee/Background Check (credit card payment through Idemia)
- $26.50
- $16.50
  - each analysis ($16.50 + $10 vendor service fee)

- **Identification Badge**: $25.00
- **Replacement Identification Badge**: $25.00

### Special Event Fees
- **First day**: $50.00
- **Each additional day**: $30.00
- **Bicycle Event Permit**: $100.00

### Franchise Fees
- **Cable Television Franchise Fee**
  - New Application per contract
  - Transfer per contract
- **Gas and Electric Franchise**
  - Transfer 3% of all received revenues per contract

### Dory Hill Cemetery
- **Plot Fee**: $50.00
- **Burial Fee - Casket**: $400.00
- **Burial Fee - Cremated Remains**: $150.00

### Miscellaneous

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EXHIBIT A
DRAFT 2019 City of Black Hawk Fee Schedule (amended 1/16/19 2/13/19)
## Code Books

- Online: 

## Open Records Request Research Fee

- $30.00
- after first hour/per hour

## Copies made

- $0.25
- page

## Public Hearing Notice Publication Fee

- Actual Cost
- plus 15% City Administration Fee

### Reference:

Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees

## Building Fees

**A Building Permit includes Building, Electrical, Structural plan reviews, fees and primary inspections. Reinspections are invoiced separately.**

Civil Engineering plan reviews and inspections are NOT included in the Building Permit and collected separately using the Land Use fee schedule.

### Building Permit Fees Based on Total Valuation

<table>
<thead>
<tr>
<th>Valuation Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50</td>
</tr>
<tr>
<td></td>
<td>for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25</td>
</tr>
<tr>
<td></td>
<td>for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
</tr>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25</td>
</tr>
<tr>
<td></td>
<td>for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75</td>
</tr>
<tr>
<td></td>
<td>for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75</td>
</tr>
<tr>
<td></td>
<td>for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75</td>
</tr>
<tr>
<td></td>
<td>for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75</td>
</tr>
<tr>
<td></td>
<td>for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
</tbody>
</table>

**Initial Building Plan Review - initial review and one (1) response comments**

- 65% of the Building Permit fee calculated above

**Additional Building Plan Review/Response Comments**

- $150.00
- an hour plus 15% City Administration Fee
### Structural Engineering Review and Consulting Fee (3rd party)

<table>
<thead>
<tr>
<th>Actual Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual cost plus 15% City Administration Fee. City reserves the right to have a 3rd party Structural Engineer perform an independent review. All associated costs above and beyond the standard permit fee shall be incurred and paid by the applicant or property owner.</td>
<td></td>
</tr>
</tbody>
</table>

### Building Consulting / Miscellaneous Services

| $150.00 | an hour plus 15% City Administration Fee - Includes all services not listed |

### Inspections Outside of Normal Business Hours

| $200.00 | an hour with a four (4) hour minimum plus 15% City Administration Fee |

### Re-Inspection Fee

- *Contractor/Homeowner not ready*
- *Contractor/Homeowner not on site*
- *Contractor/Homeowner disregards correction items*

| $150.00 | an hour for each re-inspection plus 15% City Administration Fee |

### Special Investigation Fee - staring work without a permit.

| $500.00 | 1st Occurrence plus 15% City Administration Fee |
| $1000.00 | 2nd Occurrence plus 15% City Administration Fee |
| $1500.00 | 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee |

### Expert Witness / Court Testimony

<table>
<thead>
<tr>
<th>Actual Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual cost plus 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

### Excavation Permit (commercial and residential alteration or addition)

| $7.00 | per cubic yard |

### Administration Fee: a CoBH 15% City Administration Fee will be added to each invoice

### Electrical Fees

#### State Electrical Fee Schedule Effective April 16, 2018

### Electrical Only Plan Review - initial review and one (1) response comments

| 65% | of the Electrical Permit fee calculated below. |

### Residential Electrical Only Installation: (New, Remodel, Addition) (Round sq. ft. up to next 100 for calculation).

### Residential Installation (Based on enclosed living area only)

#### LIVING AREA:

<table>
<thead>
<tr>
<th>Living Area</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ 1,000 sq. ft.</td>
<td>$67.00</td>
</tr>
<tr>
<td>1,001 sq. ft. but ≤ 1,500 sq. ft.</td>
<td>$101.00</td>
</tr>
<tr>
<td>1,501 sq. ft. but ≤ 2,000 sq. ft.</td>
<td>$135.00</td>
</tr>
<tr>
<td>≥ 2,001 sq. ft. ($135 + ($6.00 x each additional 100 sq. ft.))</td>
<td>Calculated Fee</td>
</tr>
</tbody>
</table>
### Commercial and other fees:

Including some residential installations that are not based on square footage (not living area, i.e., garage, shop, etc.) Fees in this section are calculated from the total cost to customer (contract price), including electrical materials, items and labor - whether provided by the contractor or the property owner.

<table>
<thead>
<tr>
<th>Valuation of Installation (Based on cost to customer of labor, material and items)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$\leq $2,000 = $67.00$ (base fee)</td>
<td>$$67.00$</td>
</tr>
<tr>
<td>$\geq $2,001$ add $$6.00$ per thousand of job valuation (always round up the next $$1000$) to the Base Fee ($$67.00$)</td>
<td>Calculated Fee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Solar Permit Fees - Residential or Commercial</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees are calculated from the total cost to customer (contract price), including materials, items and labor - whether provided by the contractor or the property owner.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Valuation of Installation (Based on cost to customer of labor, material and items)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than $$2000$ (Base Fee)</td>
<td>$$67.00$</td>
</tr>
<tr>
<td>$\geq $2,001$ add $$6.00$ per thousand of job valuation (always round up the next $$1000$) to the Base Fee ($$67.00$)</td>
<td>Calculated Fee</td>
</tr>
</tbody>
</table>

House Bill 11-1199 placed a cap on solar permit fees of:

- $\$500.00$ for residential installation and;
- $\$2000.00$ for commercial installations.

Caps on the permit fee are a combination of the solar (DC) installers permit and the electrical (AC) permit. Whichever one is issued first, the total fee for the second permit combine with the fee for the first permit cannot exceed the cap fees shown above.
### Re-Inspection Fee:
A re-inspection fee may be assessed when additional inspections are required when the job is not ready for inspection (if 5 or more correction items are cited), access is not provided, violations from the last inspection are not completed, etc.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50.00 plus 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

1. Ensure that the work is completed within the time limitation of the permit.
2. Install electrical according to the currently adopted edition of the Colorado electrical Code (NEC).
3. Request an electrical inspection prior to covering and a final inspection prior to occupancy.
4. Temporary construction meters require a separate permit application from any other activity.

### Conveyance Fees

#### INSPECTION SERVICES

<table>
<thead>
<tr>
<th>Type</th>
<th>PER UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Periodic</td>
<td>$155.00</td>
<td>1-1.5 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped Periodic</td>
<td>$210.00</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction Periodic</td>
<td>$210.00</td>
<td>1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Temporary Certificate of Operation (TCO) 2nd Follow-up</td>
<td>$310.00</td>
<td>Follow-up on TCO as necessary.</td>
</tr>
<tr>
<td>Hydraulic 5 Year</td>
<td>$210.00</td>
<td>Witnessed annual safety test (2 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Hydraulic Roped 5 Year</td>
<td>$375.00</td>
<td>Witnessed annual safety test (3 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Traction 5 Year</td>
<td>$520.00</td>
<td>Witnessed safety test with weights (4 hours). Includes initial inspection plus one follow-up on a TCO.</td>
</tr>
<tr>
<td>Escalator Annual</td>
<td>$675.00</td>
<td>Colorado - Category 5 test annual.</td>
</tr>
<tr>
<td>Plan Review</td>
<td>$475.00</td>
<td>Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins</td>
</tr>
<tr>
<td>Like Plan Review</td>
<td>80%</td>
<td>Elevators of the same nature in the same bank will be at 80% of the per unit cost</td>
</tr>
<tr>
<td>Revised Plan Review</td>
<td>$155.00</td>
<td>Per Hour. Plan will be reviewed for code compliance before work begins.</td>
</tr>
<tr>
<td>Lift Periodic (platform, chair, etc.)</td>
<td>$155.00</td>
<td>All lifts other than those described above.</td>
</tr>
<tr>
<td>Dumbwaiter Periodic</td>
<td>$155.00</td>
<td>Typically small units, only used for material.</td>
</tr>
<tr>
<td>Hydraulic Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Service Description</td>
<td>Fee</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------------------------------</td>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Traction Acceptance</td>
<td>$525.00</td>
<td>Initial safety test performed with weights. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Escalator Acceptance</td>
<td>$700.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Dumbwaiter/Lift Acceptance</td>
<td>$355.00</td>
<td>Initial safety test. All safety test items checked. New construction, modernization or turnover</td>
</tr>
<tr>
<td>Any Re-inspect Fee</td>
<td>Same as initial fee</td>
<td></td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours</td>
<td>Same as initial fee with a two (2) hour minimum</td>
<td></td>
</tr>
</tbody>
</table>

**CONSULTING SERVICES**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PER UNIT / PER HOUR</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Tractions</td>
<td>$525/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Tractions</td>
<td>$420/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>$455/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Hydraulic</td>
<td>$360/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person min</td>
<td>$1500/per unit</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
</tr>
<tr>
<td>OSHA 30 hour training - 10 person min</td>
<td>$3900/per unit</td>
<td>For those wishing to obtain their OSHA 30 hour card</td>
</tr>
<tr>
<td>Conveyance Operation Training</td>
<td>$135/per hour</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances</td>
</tr>
<tr>
<td>Required Presence</td>
<td>$135/per hour</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included</td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$135/per hour</td>
<td>Help owners/managers/maintenance understand their part in keeping units code compliant</td>
</tr>
<tr>
<td>DRC Attendance / Once a Month</td>
<td>N/C</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review</td>
</tr>
<tr>
<td>Capitol Plans</td>
<td>$840/unit</td>
<td>Review current contract and help in writing new contracts</td>
</tr>
<tr>
<td>Contract Review</td>
<td>$780/unit</td>
<td>If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute</td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>$155/per hour</td>
<td>Incident investigation is conveyance taken out of service</td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>$135/per hour</td>
<td>Includes all miscellaneous services not listed</td>
</tr>
</tbody>
</table>

**PERMITS**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PERMIT FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Fee</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-----</td>
<td>-------------</td>
</tr>
<tr>
<td>*Minor Alteration/Commercial</td>
<td><strong>$575.00</strong></td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>**Major Alteration/Commercial</td>
<td><strong>$865.00</strong></td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Residential Elevator, Platform Lift or Dumbwaiter</td>
<td><strong>$575.00</strong></td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td><strong>$500.00</strong>, <strong>$1,000.00</strong>, <strong>$1,500.00</strong></td>
<td>1st Occurrence plus 15% City Administration Fee, 2nd Occurrence plus 15% City Administration Fee, 3rd Occurrence and Each Additional plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost plus 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>

*Minor Alteration includes:* cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails

**Major Alteration includes:** controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall

**Administration Fee:** a CoBH 15% City Administration Fee will be added to each Conveyance invoice and permit fee

**Electrical Permit:** if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH

**Building Permit:** If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH

**Fire Permit:** If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH

**Misc. Fees**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Registration (However a Business License is required)</td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
<tr>
<td>Right-of-Way Use Permit</td>
<td><strong>$30.00</strong></td>
<td></td>
</tr>
<tr>
<td>Street Cut Permit</td>
<td><strong>$300.00</strong></td>
<td>for 1 to 100sf and $2/sf for any additional</td>
</tr>
<tr>
<td>Historic Landmarking</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Development in Flood Hazard Permit</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Public Hearing Notice Publication Fee</td>
<td>Actual Cost plus 15% City Administration Fee</td>
<td></td>
</tr>
</tbody>
</table>
**EXHIBIT A**
**DRAFT 2019 City of Black Hawk Fee Schedule** (amended 1/16/19 2/13/19)

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire and Police Protection Fee at time of Building Permit</td>
<td></td>
</tr>
<tr>
<td>Multifamily Residential</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Commercial</td>
<td>$14.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Industrial</td>
<td>$70.00 per occupant/multiply fee x peak period occupant load as per IBC</td>
</tr>
<tr>
<td>Change of Use</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Redevelopment</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Industrial</td>
<td>Consultant Fee plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Off-site commercial parking space fee (Parking Impact Fee)</td>
<td>$2,000.00 per space</td>
</tr>
<tr>
<td>Inspection Record Card Replacement</td>
<td>$50.00 per card plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Reference: Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees</td>
<td></td>
</tr>
</tbody>
</table>

**Utilities**

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disconnect/Reconnect Fees</td>
<td></td>
</tr>
<tr>
<td>Notice of disconnection due to delinquency or failure to maintain</td>
<td>$60.00</td>
</tr>
<tr>
<td>Reconnection charge due to delinquency or failure to maintain</td>
<td>$500.00</td>
</tr>
<tr>
<td>Disconnection/shut off for convenience (&gt;7 days)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Reconnection charge for convenience (&gt;7 days)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Commercial Fire Flow Testing</td>
<td></td>
</tr>
<tr>
<td>Permit (&gt;48 hours in advance of test)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Penalty for failure to acquire permit</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Sign Fees**

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sign Application</td>
<td>$50.00</td>
</tr>
<tr>
<td>Additional Land Use Fees apply and shall be collected under the Formal Sign Plan Application, i.e. Certificate of Appropriateness, etc.</td>
<td></td>
</tr>
<tr>
<td>Sign Plan Review</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
</tr>
<tr>
<td>Sign Permit Fees Based on Total Valuation</td>
<td></td>
</tr>
<tr>
<td>$1.00 to $500</td>
<td>$23.50</td>
</tr>
<tr>
<td>$501 to $2,000</td>
<td>$23.50</td>
</tr>
<tr>
<td>for 1st $500 plus $3.05 for each additional $100, or fraction thereof, to and including $2,000</td>
<td></td>
</tr>
<tr>
<td>$2,001 to $25,000</td>
<td>$69.25</td>
</tr>
<tr>
<td>for the 1st $2,000 plus $14.00 for each additional $1,000, or fraction thereof, to and including $25,000</td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A

**DRAFT 2019 City of Black Hawk Fee Schedule** (amended 1/16/19 2/13/19)

<table>
<thead>
<tr>
<th>Value Range</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,001 to $50,000</td>
<td>$391.25</td>
<td>for the 1st $25,000 plus $10.10 for each additional $1,000, or fraction thereof, to and including $50,000</td>
</tr>
<tr>
<td>$50,001 to $100,000</td>
<td>$643.75</td>
<td>for the 1st $50,000 plus $7.00 for each additional $1,000, or fraction thereof, to and including $100,000</td>
</tr>
<tr>
<td>$100,001 to $500,000</td>
<td>$993.75</td>
<td>for the 1st $100,000 plus $5.60 for each additional $1,000, or fraction thereof, to and including $500,000</td>
</tr>
<tr>
<td>$500,001 to $1,000,000</td>
<td>$3,233.75</td>
<td>for the 1st $500,000 plus $4.75 for each additional $1,000, or fraction thereof, to and including $1,000,000</td>
</tr>
<tr>
<td>$1,000,001 and up</td>
<td>$5,608.75</td>
<td>for the 1st $1,000,000 plus $3.65 for each additional $1,000, or fraction thereof</td>
</tr>
</tbody>
</table>

**Special Investigation Fee - starting work without a permit**

- $500.00 1st Occurrence plus 15% City Administration Fee
- $1000.00 2nd Occurrence plus 15% City Administration Fee
- $1500.00 3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee

**Expert Witness / Court Testimony**

- Actual Cost plus 15% City Administration Fee

**Miscellaneous Services**

- Consultant Fee plus 15% City Administration Fee - Includes all services not listed

**Administration Fee:** a CoBH 15% City Administration Fee will be added to each invoice

**Electrical Permit:** if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH

**Building Permit:** If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH

**Fire Permit:** If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH

**Reference:** Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees

### Land Use Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial - Land Use Application</td>
<td>$50.00</td>
<td>Initial fee for all Commercial Land Use Submittals</td>
</tr>
<tr>
<td>Commercial - Land Use Plan Review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boundary Line Agreement</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Certificate of Appropriateness</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A
**DRAFT 2019 City of Black Hawk Fee Schedule** (amended 4/16/19 2/13/19)

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Engineer Plan Review and Inspections</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Disconnection of Property</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Planned Unit Development</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Site Development Plan</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Special Review Use</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Subdivisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Subdivision Processing Fee</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Final Subdivision Development Fee</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Site Development Commercial Plat</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Street Plan and Easement Vacation</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Variance</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Residential Land Use Fees</td>
<td>Reference Ordinance 2017-9 adopted June 14, 2017 and Municipal Code Section 16-370</td>
<td>No fees for land use associated applications shall be charged or collected if the residence for which the application is made was constructed prior to 1991 and is located with the Historic Residential (HR) Zoning District, and all land use applications are made in accordance with the Municipal Code of the City of Black Hawk, as adopted by City Council. This includes professional and/or consulting service fees. Reference Ordinance 2017-9 and Black Hawk Municipal Code Section 16-370 for additional conditions.</td>
</tr>
<tr>
<td>Restaurant Grills and Air Quality Compliance</td>
<td>Consultant Fee plus 15% City Administration Fee (Reimbursement Agreement &amp; Escrow Funds may apply)</td>
<td></td>
</tr>
<tr>
<td>Recording Fee</td>
<td>Actual Cost</td>
<td></td>
</tr>
<tr>
<td>Temporary Use or Temporary Structure Permits</td>
<td>$50.00 plus Security Deposit, if applicable.</td>
<td></td>
</tr>
<tr>
<td>Water System Development Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonresidential, in Gaming District</td>
<td>$16.00 per square foot</td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>$900.00 per room</td>
<td></td>
</tr>
<tr>
<td>Nonresidential, outside of Gaming District</td>
<td>$8.00 per square foot</td>
<td></td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost plus 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Fee</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant Fee plus 15% City Administration Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Reference:</strong> Black Hawk Municipal Code - Article XVII - Application Procedures and Submittal Requirements - Section 16-370 - Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>False Alarm Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th-10th occurrence</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td>11th-15th occurrence</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Over 16th occurrence</td>
<td>Discretionary</td>
<td></td>
</tr>
<tr>
<td><strong>Police Department Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sex Offender Registration</td>
<td>$100.00 initial registration</td>
<td></td>
</tr>
<tr>
<td>Renewal</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td><strong>Fingerprints (Residents Only)</strong></td>
<td>$20.00 Police no longer offer fingerprinting services; done through Idemia</td>
<td></td>
</tr>
<tr>
<td>Portable Breath Test (PBT)</td>
<td>$20.00</td>
<td></td>
</tr>
<tr>
<td>VIN Checks (Residents Only)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Copies onto CDs</td>
<td>$25.00</td>
<td></td>
</tr>
<tr>
<td><strong>Fire Department Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(Contact Fire Dept. for further details)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Business and Multi-Residential Plan Reviews</td>
<td>$100.00 plus 0.05/square foot</td>
<td></td>
</tr>
<tr>
<td>0-1,000 sq. ft.</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>1,001-2,500 sq. ft.</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>2,501-5,000 sq. ft.</td>
<td>$400.00</td>
<td></td>
</tr>
<tr>
<td>5,001-7,500 sq. ft.</td>
<td>$800.00</td>
<td></td>
</tr>
<tr>
<td>7,501-10,000 sq. ft.</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>10,001 + sq. ft.</td>
<td>$1,000.00 plus 0.05/square foot</td>
<td></td>
</tr>
<tr>
<td>Site Plans</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>2nd Review of above plans</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Each review beyond 2nd</td>
<td>1/2 of original fee</td>
<td></td>
</tr>
<tr>
<td><strong>Commercial Inspections</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scheduled Inspection</td>
<td>$150.00 hour</td>
<td></td>
</tr>
<tr>
<td>Compliance Verification</td>
<td>$150.00 hour</td>
<td></td>
</tr>
<tr>
<td>System Test/Install</td>
<td>$150.00 hour</td>
<td></td>
</tr>
<tr>
<td>Follow-up Inspections</td>
<td>$75.00 hour</td>
<td></td>
</tr>
<tr>
<td>Initial Code Violation</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
## EXHIBIT A
### DRAFT 2019 City of Black Hawk Fee Schedule (amended 1/16/19 2/13/19)

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Investigation Fee - starting work without a permit.</td>
<td>$500.00</td>
<td>1st Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1000.00</td>
<td>2nd Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1500.00</td>
<td>3rd Occurrence and Each Additional Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td>CPR and First Aid Training for City residents and City staff</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>CPR and First Aid Training for businesses</td>
<td>$25.00</td>
<td>person includes certification card</td>
</tr>
<tr>
<td>Fire Extinguisher Training for City residents and City Staff</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher Training for businesses</td>
<td>$10.00</td>
<td>person for businesses</td>
</tr>
<tr>
<td>Temporary Fire Watch</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Consultation</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Outside Agency Support for Inspections</td>
<td>$50.00</td>
<td>hour</td>
</tr>
<tr>
<td>Blasting and Storage of Explosives Permit</td>
<td>$100.00</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 9-2019
A RESOLUTION APPROVING THE 2019 FIREWORKS PRODUCTION CONTRACT BETWEEN THE CITY OF BLACK HAWK AND WESTERN ENTERPRISES, INC.
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 9-2019

TITLE: A RESOLUTION APPROVING THE 2019 FIREWORKS PRODUCTION CONTRACT BETWEEN THE CITY OF BLACK HAWK AND WESTERN ENTERPRISES, INC.

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

Section 1. The Board of Aldermen hereby approves the Fireworks Production Contract between the City and Western Enterprises, Inc., and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of February, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Fireworks Production Contract between the City of Black Hawk and Western Enterprises, Inc.

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

MOTION TO APPROVE Resolution 9-2019, A Resolution Approving the 2019 Fireworks Production Contract between the City of Black Hawk and Western Enterprises, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Boom Town Fireworks Production Contract for 2019 with a 5.6% increase since over last year’s contract. The increase is due to increased production cost from overseas suppliers.

AGENDA DATE: February 13, 2019

WORKSHOP DATE: Study Session for 2019 Budget

FUNDING SOURCE: 010-1101-4115828

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Melissa Greiner, CMC
City Clerk/Administrative Service Director

DOCUMENTS ATTACHED: Western Enterprises, Inc. Fireworks Production Contract

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
Acting City Manager
February 6, 2019

Melissa Greiner, City Clerk
City of Black Hawk
P.O. Box 68
Black Hawk, CO  80422

Dear Melissa;

I want to thank you and Steve again for your kindness in allowing Larry and me to meet with you last Friday to discuss the **2019 Boom Town 4th of July Fireworks Production**. I must apologize that we took up most of your morning, but we really enjoyed our time with you both.

Since you need to get the “Fireworks Production Contract” onto the City Council agenda this month, I have put together the program contract for your review and consideration. This program contract details a $96,000 Pyrotechnic Production that includes $5,000,000 fireworks liability coverage, a crew of Colorado certified pyrotechnic operators who will be in charge of the load-in/firing/load-out of the equipment and fireworks, and the design coordination of two (2) firing locations that will coincide with each other during the Grand Finale(s). *(Our operators are covered by worker’s compensation coverage, with statutory limits of the state of Colorado.)*

We are very excited about our new product line of aerial shells that we will integrate into your performance for this year. Some of these new aerial shells we have for this season are; *Color Changing Crossettes, Strobing Happy Faces, Snowflake Patterns, Color Changing Kaleidoscopes, Color Changing Lilies, Color Changing Plume Flowers and Horsetail Brocades*. And there will of course be sequences of our animated special shells such as; Humming Birds, Silver Pinwheels and Whistling Bees. Your show will have a myriad of pyrotechnic aerial shells to entertain your audience!

Of course, your pyrotechnic production will begin with a barrage of titanium salutes (loud reports with “silver flash”) from **both locations**, which is always a tremendous way to catch the attention of everyone in the viewing areas. And then after the “Opening Announcement”, your show will proceed throughout its entirety in an ever-changing Pyrotechnic Aerial Dance! Everything builds in momentum to the one-of-a-kind **Black Hawk Grand Finale**, which begins with a “mini-finale”, and proceeds to the main “Grand Finale”. This signature Grand Finale is truly the most dynamic element in your production.
Your “Grand Finale” will be staged in the following manner.

- Your “mini-finale” will be fired in what is seen typically in most fireworks performances. What this means is that the “mini-finale” will consist of aerial shells being fired in more “random/variegated colors”, or what we would further describe as not designed in color-separation sequences (which is how we specifically and purposely design your Grand Finales). We suggest that the “mini-finale” last approximately one (1) minute in duration.

- There will be an approximate 10-second pause to give the audience the feeling that your show is over.

- After the brief 10-second pause, your signature “Grand Finale” will be fired. This special “Grand Finale” has truly become the most dynamic “Grand Finales” in the state of Colorado, especially since it is now fired from two (2) separate firing locations; one location being the Casey Street Site and the other location being the Miner’s Mesa Site. Your Finale closing will begin with a breathtaking barrage of Red Flower Shells, followed by a barrage of Silver Flower Shells, followed by another barrage of Blue Flower Shells, followed by a barrage of Golden Silk Flower shells, which ultimately culminates in a massive barrage of Staccato Report Salutes, and heavy Titanium Report Bombs which echo reverberating thunder through the valley bringing a thrilling conclusion to the 2019 BLACK HAWK JULY 4th FIREWORKS SPECTACULAR!

The Town of Black Hawk has always been very gracious to provide us with the opportunity to deliver our trucks prior to the display and park them up on Miner’s Mesa, and we hope that you will allow us to do so again this year. Your display is of such magnitude that it requires several days for the fireworks crew to conduct the “load-in, firing and load-out” of the fireworks.

Through the years, Tom Isbester and his staff have graciously provided our crew immeasurable assistance in not only “grading and leveling the road to the Casey site, but also for providing sand and a front-end loader for the Miner’s Mesa site”. This preparatory work is invaluable, and we hope that Tom and his staff will be able to assist our fireworks crew again for this year’s show.

We are also offering our early payment discount option through March 22, 2019. This prepayment option allows you to either deduct the five percent amount of ($4,800.00) from the total contract amount or this amount can be allocated toward the “purchase” of additional shells to enhance the “Grand Finale” from Miner’s Mesa. This additional product is itemized on page Eleven (11).
We have always considered it an honor to stage the fireworks for the *Boom Town 4th of July Spectacular*, and we are deeply grateful to have the privilege of showcasing our pyrotechnics for one of the premier pyrotechnic productions in the country. We are so proud to be a part of your event!

Once again, we thank you for everything and I ask that if you have any questions whatsoever, please do not hesitate to contact me anytime at 800-375-2204.

With my best wishes,

Respectfully,

Jim Burnett
WESTERN ENTERPRISES, INC.
FIREWORKS PRODUCTION CONTRACT

1. This Contract is entered into this _____ day of ________________, 20____, by and between WESTERN ENTERPRISES, INC., designated herein as the "SELLER", and CITY OF BLACK HAWK, designated herein as the "PURCHASER" for a fireworks production to be held on JULY 4, 2019.

2. SELLER will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. SELLER will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. SELLER agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safekeeping or disposal of said material.

4. PURCHASER will furnish the secured minimum safety distances established by the SELLER after an on-site inspection of the proposed firing location. PURCHASER will provide adequate police protection, security personnel (Monitors) around the display site perimeter, and/or other adequate security to maintain these distances. PURCHASER also agrees to have a fire truck available on location during the display, provide sand and front-end loader (only if necessary) for set-up, and security during time of set-up and show firing.

5. A Certificate of Insurance covering the fireworks display will be provided by the SELLER upon signing of the contract, for coverage in the amount of FIVE MILLION DOLLARS ($5,000,000.00) broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of FIVE MILLION DOLLARS ($5,000,000.00) Combined Single Limit. PURCHASER agrees to provide a complete list of all Additional Insured’s to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

6. It is agreed and understood that the PURCHASER will pay to the SELLER the sum of NINETY SIX THOUSAND DOLLARS & NO/100 ($96,000.00) to be paid within fifteen (15) days after the date of the display. HOWEVER, if payment is made in full by March 22, 2019, a five percent (5%) discount will apply. That discount can either be deducted from the total contract price, or the PURCHASER may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that PURCHASER will notify SELLER regarding the postponement date, normally the following night, or at some future date within the calendar year. If the PURCHASER will not re-schedule the display within the calendar year, or completely cancels the display, the PURCHASER agrees to pay to the SELLER Thirty percent (30%) of the cost of the display ($28,800.0). If the prepayment option has been exercised, SELLER will refund to PURCHASER the total amount paid, less the 30% mentioned above.

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this _____ day of ________________, 20__.

WESTERN ENTERPRISES, INC.  
SELLER

BY: _____________________________  
authorized agent

CITY OF BLACK HAWK  
PURCHASER

BY: _____________________________  
authorized agent
Western Enterprises, Inc.

(Performance at Montreal International Fireworks Competition 2016)

Pyrotechnic Production Proposal

City of Black Hawk, Colorado
July 4, 2019

Attn: Melissa Greiner
City Clerk/Administrative Services Director

Creating the Spectrum of Pyrotechnic Production Excellence
Web Site: www.fireworksbywestern.com
February 6, 2019

CITY OF BLACK HAWK  
BLACK HAWK, COLORADO  
4TH OF JULY SPECTACULAR  
JULY 4, 2019

Ms. Melissa Greiner, City Clerk  
City of Black Hawk  
P.O. Box 68  
Black Hawk, CO  80422  
(303) 582-2292

***PYROTECHNIC PRODUCTION PROPOSAL***

As a beginning declaration, this program proposal is a written sequence of the very best aerial shells and pyrotechnic devices anywhere. All ideas, concepts, and itemized product listing are deemed confidential, and are intended solely for the client's review, and should not be disseminated to anyone other than those persons who are a part of the committee for this event.

1. PURPOSE. Western Enterprises, Inc. considers it an honor to provide the following proposal for the production of a pyrotechnic exhibition to be held in conjunction with the 2019 BLACK HAWK 4th OF JULY SPECTACULAR. We are very excited to include in your production some extremely unique products that we have purchased exclusively from five (5) different factories in China. And to accompany these products with our own special-made designer shells that we manufacture in our own facility, it is with great pride that we are committed to staging an evening of “Pyrotechnic Magic” for your audience.

2. FIRING SITE. All pyrotechnics will be fired from a designated point, which meets approval of the Black Hawk Fire Department.

3. PLANNING CONSIDERATIONS. The following provides a list of specific considerations in relationship to this performance.

   a. **Duration.** The duration of your fireworks display has normally been approximately 30-minutes in length. **However,** since this production is fired electronically, the operators can accurately fire your display so that it will last a precise length of time. If you have a specific amount of time that you prefer your display to last, please let us know and we will accommodate your preference.
b. **Insurance.** The coverage provided under this program is $5,000,000 per occurrence for Broad Form, Contractual, Bodily Injury and Property Damage, and includes all necessary additional insureds. All Western Enterprises vehicles hauling explosives are covered with $5,000,000 liability coverage. All Western Enterprises technicians are covered by statutory limits of Colorado State Worker’s Compensation.

c. **Permits.** All necessary permits, clearances and documentation regarding pyrotechnics whether federal, state or municipal, is the responsibility of Western Enterprises, Inc.

d. **Labor.** A Colorado licensed pyrotechnic operator and crew from Western Enterprises will be in charge of handling the “load in, staging, firing and load out” of the pyrotechnic production.

e. **Musical Accompaniment.** This production is NOT scheduled to be choreographed to music, however, if you do wish to have a performance staged to music, Western Enterprises, Inc. will produce a special musical score that is appropriate to the theme of the event. The music will be prerecorded on a format that is acceptable to the Pyrotechnic firm and the sound contractor selected by the client. It is very important to finalize the music by May 1st so as to allow our pyrotechnic choreographer, Gary Caimano, adequate time to design the pyrotechnics to the music.

4. **GENERAL OVERVIEW OF PERFORMANCE.** Your performance will include a wide variety of pyrotechnic products from around the world, including some of the very unique products profiled for the 2018 season and also a breath-taking array of special-made aerial shells that we have showcased in the 2016 *International Fireworks Competition* where we represented the United States. Some of the newly designed aerial shells that we will showcase in your performance are “Color Changing Crossettes, Strobing Happy Faces, Snowflake Patterns, Color Changing Kaleidoscopes, Color Changing Lilies, Color Changing Plume Flowers and Horsetail Brocades”.

5. **MUSIC REQUIREMENTS.** If you wish to have your pyrotechnics fired to music, Western Enterprises will be pleased to produce a special music arrangement that is appropriate to the event. This service is offered at no additional charge to the client. The choreographic design of the pyrotechnics to a music production is a true art form and requires days of preparation. The design choreographer will ensure that color combinations and effects are blended together to match the music. Each and every shell is “back-timed” so that they will actually break in the sky at the appropriate time. This ensures the synchronization of the pyrotechnics to the music. “Command cues” are placed on a separate track of the CD and are transmitted to the firing location of the fireworks, so that the pyrotechnic operators will be firing in synchrony to the music.

Your performance for **2019** will **BEGIN** with a tremendous salvo of “Titanium Salute Shells” from both locations (Casey Street site and Miner’s Mesa site). This powerful beginning to your production will provide an exciting announcement to your show! **HOWEVER,** after this simultaneous firing from both locations, your show will then proceed to be fired solely from the Casey Street Site until the “Grand Finale”.

TO: MELISSA GREINER  
EVENT: CITY OF BLACK HAWK 4TH OF JULY SPECTACULAR  
DATE: JULY 4, 2019  
PAGE: THREE

Your performance for 2019 will include two (2) distinctly different Finales. There will be a “Mini-Finale” fired, lasting approximately one (1) minute in duration. This “mini-finale” will be fired in what is seen typically in most fireworks performances, whereby it will consist of aerial shells being fired in more “random/variegated colors”, or what we would further describe as not designed in color-separation sequences.

"Mini-Finale Sequence"  
(Regular location)

15 - 10/2½" VARIEGATED FLOWER CHAINS (150 - 2½" Variegated Color Shells)  
12 - 10/3" VARIEGATED FLOWER CHAINS (120 - 3" Variegated Shells)  
12 - 5/4" VARIEGATED FLOWER SHELLS (60 - 4" Variegated Shells)

"Mini-Finale Sequence"  
(Miner's Mesa location)

18– 5” VARIEGATED FLOWER SHELLS  
18 - 6" VARIEGATED FLOWER SHELLS  
3 – 8” VARIEGATED FLOWER SHELLS

After the brief 10-second pause, your signature BLACK HAWK “Grand Finale” will be fired. This special “Grand Finale” has truly become the most dynamic “Grand Finales” in the state of Colorado, especially since it is fired from two (2) separate firing locations. We have “bolstered” this Grand Finale even more-so this year. Your Finale will not only be staged from the regular firing location, but also from the top of Miner’s Mesa as well. This spectacular Finale closing will begin with a breathtaking barrage of Red Flower Shells, followed by a barrage of Silver Flower Shells, followed by another barrage of Blue Flower Shells, followed by a barrage of Golden Silk Flower shells, which ultimately culminates in a massive barrage of Staccato Report Salutes, and heavy Titanium Report Bombs which echo reverberating thunder through the valley bringing a thrilling conclusion to the 2019 BLACK HAWK JULY 4th FIREWORKS SPECTACULAR!

"GRAND FINALE SEQUENCE"  
(Regular location)

13 - 10/2½" RED FLOWER CHAINS (130 - 2½" Red Shells)  
18 - 10/3" RED FLOWER CHAINS (180 - 3" Red Shells)  
11 - 5/4" RED FLOWER SHELLS (55 - 4" Red Shells)
"GRAND FINALE SEQUENCE" - Continued

(Regular location)

13 - 10/2½" WHITE/SILVER FLOWER CHAINS (130 - 2½" White/Silver Shells)
18 - 10/3" WHITE/SILVER FLOWER CHAINS (180 - 3" White/Silver Shells)
11 - 5/4" WHITE/SILVER FLOWER CHAINS (55 - 4" White/Silver Shells)

13 - 10/2½" BLUE FLOWER CHAINS (130 - 2½" Blue Shells)
18 - 10/3" BLUE FLOWER CHAINS (180 - 3" Blue Shells)
11 - 5/4" BLUE FLOWER CHAINS (55 - 4" Blue Shells)

13 - 10/2½" BROCADE FLOWER SHELLS (130 - 2½" Gold Silk Shells)
18 - 10/3" BROCADE FLOWER SHELLS (180 - 3” Gold Silk Shells)
11 - 5/4" BROCADE FLOWER SHELLS (55 - 4” Gold Silk Shells)

5 - 10/3” TITANIUM SALUTE BOMBS (50 – Titanium Salute Bombs)

"GRAND FINALE SEQUENCE"

(Miner's Mesa location)

36 - 5" RED FLOWER SHELLS
24 – 6” RED FLOWER SHELLS
3 – 8” RED FLOWER SHELLS

36 - 5" WHITE FLOWER SHELLS
24 – 6” WHITE FLOWER SHELLS
3 – 8” WHITE FLOWER SHELLS

36 - 5" BLUE FLOWER SHELLS
24 – 6” BLUE FLOWER SHELLS
3 – 8” BLUE FLOWER SHELLS

36 - 5" BROCADE FLOWER SHELLS
24 – 6” BROCADE FLOWER SHELLS
3 – 8” BROCADE FLOWER SHELLS
2 – 10” BROCADE FLOWER SHELL

This brings a truly thrilling conclusion to the 2019 BLACK HAWK 4th of JULY FIREWORKS SPECTACULAR!
ITEMIZED PRODUCT LISTING

NOTE TO PACKING DEPARTMENT:

1. Please note that this show can be confusing, so please be careful when packing!
2. This show also has two (2) different Finales. One finale is called “Mini-Finale Shells”, and the other finale is called “Grand Finale Shells”.
3. This show has two (2) different Firing Locations. One location is “Regular Location” and the other location is “Miner’s Mesa location”.
4. Please notice that all 6” and larger shells should be packed separate and mark on boxes “Miner’s Mesa”.

"Mini-Finale"
(Regular location)

15 - 10/2½" VARIEGATED FLOWER CHAINS (150 - 2½" Variegated Color Shells)
12 - 10/3" VARIEGATED FLOWER CHAINS (120 - 3" Variegated Shells)
12 - 5/4" VARIEGATED FLOWER SHELLS (60 - 4" Variegated Shells)

"Mini-Finale"
(Miner’s Mesa location)

18– 5” VARIEGATED FLOWER SHELLS
18 - 6" VARIEGATED FLOWER SHELLS
3 – 8” VARIEGATED FLOWER SHELLS

“GRAND FINALE”
(Regular Location)

13 - 10/2½" RED FLOWER CHAINS (130 - 2½" Red Shells)
18- 10/3" RED FLOWER CHAINS (180 - 3" Red Shells)
11 - 5/4" RED FLOWER SHELLS (55 - 4" Red Shells)

13 - 10/2½" SILVER FLOWER CHAINS (130 - 2½" Silver Shells)
18 - 10/3" SILVER FLOWER CHAINS (180 - 3" Silver Shells)
11 - 5/4" SILVER FLOWER CHAINS (55 - 4" Silver Shells)

13 - 10/2½" BLUE FLOWER CHAINS (130 - 2½" Blue Shells)
18 - 10/3" BLUE FLOWER CHAINS (180 - 3" Blue Shells)
11 - 5/4" BLUE FLOWER CHAINS (55 - 4" Blue Shells)
“GRAND FINALE”
(Regular Location - CONTINUED)

13 - 10/2½” BROCADE FLOWER SHELLS (130 - 2½” Gold Silk Shells)
18 - 10/3” BROCADE FLOWER SHELLS (180 - 3” Gold Silk Shells)
11 - 5/4” BROCADE FLOWER SHELLS (55 - 4” Gold Silk Shells)

5 - 10/3” TITANIUM SALUTE BOMBS (50 – Titanium Salute Bombs)

“GRAND FINALE”
(Miner’s Mesa Location)

36 - 5” RED FLOWER SHELLS
24 – 6” RED FLOWER SHELLS
3 – 8” RED FLOWER SHELLS

36 - 5” WHITE FLOWER SHELLS
24 – 6” WHITE FLOWER SHELLS
3 – 8” WHITE FLOWER SHELLS

36 - 5” BLUE FLOWER SHELLS
24 – 6” BLUE FLOWER SHELLS
3 – 8” BLUE FLOWER SHELLS

36 - 5” BROCADE FLOWER SHELLS
24 – 6” BROCADE FLOWER SHELLS
3 – 8” BROCADE FLOWER SHELLS
2 – 10” BROCADE FLOWER SHELL

4 - 5/4” TITANIUM SALUTE BOMBS (20 – Titanium Salute Bombs)

OPENING SHELLS

CASEY LOCATION (35 Shells)

1 - 5/3” SILVER COMET BARRAGE (5 - 3” Silver Comets, "Opening Barrage")
3 - 10/3” TITANIUM SALUTE CHAINS (30 - 3” Titanium Report Bombs for "Opening Barrage")

MINER’S MESA LOCATION (35 Shells)

1 - 5/3” SILVER COMET BARRAGE (5 - 3” Silver Comets, "Opening Barrage")
6 - 5/4” TITANIUM SALUTE CHAINS (30 - 4” Titanium Report Bombs for "Opening Barrage")
THREE INCH SHELLS (365 Shells)

40 - AERIAL BOMBS (Heavy reporting salutes)
35 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Blue, Emerald, Pearl, Yellow & Purple with Titanium Twinklers & Aluminum Flitters)
100 - ORIENTAL FLOWER PATTERNS (Consisting of: Chrysanthemum, Peonies & Dahlias)
40 - COMETS (Magnesium Crown Red, Green, Blue, Purple and Yellow with titanium rising tails)
40 - SPECIAL SHELLS (Consisting of: Diamond Screamers, Silver Pinwheels, Silver Whirls, Whistles, Humming Birds, Serpents & Fish)
40 - PATTERN SHELLS (Consisting of: Rings, Spider Webs, Willows)

70 – SPECIAL-MADE COMPETITION SHELLS (Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)

FOUR INCH SHELLS (600 Shells)

50 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Blue, Pearl, Emerald, Yellow, Purple with Titanium Twinklers & Aluminum Flitters)
70 - ORIENTAL FLOWER PATTERN (Consisting of: Chrysanthemum, Peonies & Dahlias)

50 - SKYWORKS SPECIALS (Consisting of: Crackling Meteors, Crackling Coconut Palms, Flowers w/strobing pistils, Half/Half Flowers, Crackling Willows, etc.)

60 – NEW SPECIAL EFFECT SPECIALS (Consisting of: Color Changing Crossettes, Strobing Happy Faces, Snowflake Patterns, Color Changing Kaleidoscopes, Color Changing Lilies, Color Changing Plume Flower and Horsetail Brocades)

35 - DESIGNER SHELLS (Consisting of: Purple Strobes, Orange Strobes, Yellow Strobes, Pastel Flowers w/Pastel Pistils, Triple Crossing Rings, Planet Saturns, Red Crackling Coconut Palms, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Crackling Coconut Palm Trees, etc.)

35 - PATRIOTIC DESIGNER SHELLS (Consisting of: Red Bees, White Bees, Blue Bees, Red w/Glittering Core, Blue w/Glittering Core, Red Crossettes, White Crossettes, Blue Crossettes, Red Go-getters, Blue Go-getters, White Go-getters, Red & Blue Criss-Cross, Blue Flower w/Red strobe core, Red Flower s/blue strobe core, etc.)
TO: MELISSA GREINER  
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FOUR INCH SHELLS (continued)

65 – SPECIAL-MADE COMPETITION SHELLS (Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)

40 - SPECIAL SHELLS (Consisting of: Diamond Screamers, Silver Pinwheels, Silver Whirls, Whistles, Humming Birds, Serpents & Fish)

**15 - COLOR CROSSETTES (pack separately and fire with 5” Crossettes in sequence)
**15 - BROCADES (pack separately and fire with 5” Brocades in sequence)
**15 - SILVER PALMS (pack separately and fire with 5” Silver Palms in sequence)
**15 - GOLD PALMS (pack separately and fire with 5” Gold Palms in group sequence)
**15 - CRACKLING COCONUT SHELLS (pack separately and fire with 5” Crackling Coconut Shells in group sequence)

**15 – STAINED GLASS SHELLS (pack separately and fire with 5” Stained Glass in sequence)
**15 - RING OR DOUBLE RING PATTERNS (pack separately and fire with 5” Rings in sequence)

**15 - BEES OR GO-GETTERS (Pack separately and fire with 5” Bees in group sequence)
**15 – PIXIE DUST W/PISTIL SHELLS (Pack separately and fire with 5” Pixie Dust Shells in group sequence)

**15 – TIME RAIN OR GOLD MUM W/CRACKLING SHELLS (Pack separately and fire with 5” Time Rain or Gold w/crackling Shells)

**15 – SILVER MUMS W/ASSORTED PISTILS (Pack separately and fire with 5” Silver Mums w/Assorted Pistils in group sequence)

**15 - FIVE POINTED STARS, HEART PATTERNS & SATURNS (5 each, pack separately with 5” stars, hearts & satrums)
**15 – VIOLET STROBES (pack separately and fire with 5” Violet Strobes in sequence)

FIVE INCH SHELLS (750 Shells)

50 - COLOR & FANCY STAR SHELLS (Consisting of: Ruby, Pearl, Emerald, Blue, Yellow & Purple with Titanium Twinklers & Aluminum Flitters)

150 - ORIENTAL FLOWER PATTERNS (Consisting of: Peonies, Chrysanthemums, & Dahlias)
**FIVE INCH SHELLS** (continued)

50 – **NEW SPECIAL EFFECT SPECIALS** *(Consisting of: Color Changing Crossettes, Strobing Happy Faces, Snowflake Patterns, Color Changing Kaleidoscopes, Color Changing Lilies, Color Changing Plume Flower and Horsetail Brocades)*

50 - **SKYWORKS SPECIALS** *(Consisting of: Crackling Meteors, Crackling Coconut Palms, Flowers w/strobing pistils, Half/Half Flowers, Crackling Willows, etc.)*

50 - **DESIGNER SHELLS** *(Consisting of: Dianthus, Triple Rings, Double Rings w/pistils, Red Palms, Cascading Willow Shells, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Palm Trees, etc.)*

50 - **PATRIOTIC DESIGNER SHELLS** *(Consisting of: Red Bees, White Bees, Blue Bees, Red w/Glittering Core, Blue w/Glittering Core, Red Crossettes, White Crossettes, Blue Crossettes, Red Go-getters, Blue Go-getters, White Go-getters, Red & Blue Criss-Cross, Blue Flower w/Red strobe core, Red Flower s/blue strobe core, etc.)*

50 – **SPECIAL-MADE COMPETITION SHELLS** *(Consisting of: Concentric Rings, Pastel-colored Rings w/strobe pistils, Silk Brocades with Silver Tentacle pistils, and Silver Whirling Flowers with strobe pistils, Silver Crown Kimuros, Color-changing Plumes, Long burning Solid color and Pastel color Octopus, Color Strobe Plumes, Pixie Dust Willows w/variegated pistils, Pastel-Color Plumes, Variegated Coconut Shells w/Strobing Pistils, etc.)*

40 - **DESIGNER SHELLS** *(Consisting of: Purple Strobes, Orange Strobes, Yellow Strobes, Pastel Flowers w/Pastel Pistils, Triple Crossing Rings, Planet Saturns, Red Crackling Coconut Palms, Crackling Strobes, Jeweled Brocades, Diadem Flowers w/pistils, Magnesium Color Changing Willows, Green Crackling Coconut Palm Trees, etc.)*

**20 - COLOR CROSSETTES** *(pack separately and fire with 4” Crossettes in sequence)*

**20 - BROCADES** *(pack separately and fire with 4” Brocades in sequence)*

**20 - SILVER PALMS** *(pack separately and fire with 4” Silver Palms in sequence)*

**20 - GOLD PALMS** *(pack separately and fire with 4” Gold Palms in group sequence)*

**20 - CRACKLING COCONUT SHELLS** *(pack separately and fire with 5” Crackling Coconut Shells in group sequence)*

**20 – STAINED GLASS SHELLS** *(pack separately and fire with 4” Stained Glass in sequence)*

**20 - RING OR DOUBLE RING PATTERNS** *(pack separately and fire with 4” Rings in sequence)*

**20 - BEES OR GO-GETTERS** *(Pack separately and fire with 4” Bees in group sequence)*

**20 - PIXIE DUST W/PISTIL SHELLS** *(Pack separately and fire with 5” Pixie Dust Shells in group sequence)*

**20 – TIME RAIN OR GOLD MUM W/CRACKLING SHELLS** *(Pack separately and fire with 5” Time Rain or Gold w/crackling Shells)*
FIVE INCH SHELLS (continued)

**20 – SILVER MUMS W/ASSORTED PISTILS (Pack separately and fire with 5” Silver Mums w/Assorted Pistils in group sequence)

**20 - FIVE POINTED STARS, HEART PATTERNS & SATURNS (5 each, pack separately with 4” stars, hearts & saturns)

**20 – VIOLET STROBES (pack separately and fire with 4” Violet Strobes in sequence)

INSURANCE ON DISPLAY

$5,000,000 BROAD FORM, CONTRACTUAL, PROPERTY DAMAGE & BODILY INJURY
(Additional insured included.)

COLORADO WORKER'S COMPENSATION COVERAGE ON TECHNICIANS

$5,000,000 LIABILITY ON WESTERN ENTERPRISES, INC. VEHICLES THAT HAUL EXPLOSIVES

MORTARS, SQUIBS & EQUIPMENT

All necessary mortars, racks, firing systems, electrical squibs, etc. are supplied with this contract, and are the property of Western Enterprises, Inc.

1 - 600-SHOT FIRING SYSTEM COMPLETE (Main-firing site)
1 – 300-SHOT FIRING SYSTEM COMPLETE (Main-firing site)
1 – 300-SHOT FIRING SYSTEM COMPLETE (Miner’s Mesa firing site)

TOTAL CONTRACT PRICE - - - - $96,000.00
ADDITIONAL PRODUCT FOR EARLY PAY DISCOUNT

*Note: The following product will be added to your display if you elect to exercise the early payment option and use that amount to “purchase” product to enhance your production. (*We have used a portion of your early-pay discount toward the “GRAND FINALE”---beginning barrage of heavy titanium salutes of your production!)

45 - 5” SHELLS  
28 – 6” SHELLS  
8 – 8” SHELLS
RESOLUTION 10-2019
A RESOLUTION AUTHORIZING THE FILING OF A PETITION FOR INCLUSION OF CITY-OWNED PROPERTY INTO THE SILVER DOLLAR METROPOLITAN DISTRICT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 10-2019

TITLE: A RESOLUTION AUTHORIZING THE FILING OF A PETITION FOR INCLUSION OF CITY-OWNED PROPERTY INTO THE SILVER DOLLAR METROPOLITAN DISTRICT

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

Section 1. The City Council hereby authorizes the filing of a Petition for Inclusion attached hereto as Exhibit A of City-owned property more particularly described below into the Silver Dollar Metropolitan District:

Lots 8, 9 & 10 of Block 12 less those portions within State Highway right-of-way, City of Black Hawk, County of Gilpin, State of Colorado.

The City Council further authorizes the Mayor to execute all necessary documents to accomplish the Petition for Inclusion.

RESOLVED AND PASSED this 13th day of February, 2019.

______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Request for consideration of the Inclusion of Property into Silver Dollar Metropolitan District

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

MOTION TO APPROVE Resolution 10-2019, A Resolution Authorizing the Filing of a Petition for Inclusion of City-Owned Property into the Silver Dollar Metropolitan District

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City of Black Hawk requested the filing of a Petition for Inclusion of City-owned property more particularly described below into the Silver Dollar Metropolitan District:

Lots 8, 9 & 10 of Block 12 less those portions within State Highway right-of-way, City of Black Hawk, County of Gilpin, State of Colorado.

AGENDA DATE: February 13, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: Petition for Inclusion

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: [ X ]Yes [ ]N/A

REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
Acting City Manager
IN THE MATTER OF

SILVER DOLLAR METROPOLITAN DISTRICT

CITY OF BLACK HAWK

GILPIN COUNTY, COLORADO

PETITION FOR INCLUSION

The undersigned hereby respectfully petitions the Silver Dollar Metropolitan District (the "District"), acting by and through its Board of Directors, for the inclusion of the hereinafter described real property into the boundaries of the District, which real property is situated within the City of Black Hawk, County of Gilpin, State of Colorado.

The undersigned hereby consents that the herein described property be included in the District and that an Order may be entered in the District Court in and for the County of Gilpin, State of Colorado, including said land into the boundaries of the District, and that from and after the entry of such Order, said land shall be liable for assessments or other obligations of the District.

The undersigned represents to the District that it is the current record owner of the property hereinafter described and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

The undersigned further represents to the District that the area sought to be included into the District is located entirely within the City of Black Hawk, County of Gilpin, State of Colorado, and does not include property within any other county or incorporated city, town, or city and county, and that no notice of the proposed inclusion under C.R.S. § 32-1-207(2), as amended, is required.

Acceptance of the Petition shall be deemed to have occurred at that time when the Board of Directors of the District sets the date for the public hearing for consideration of this Petition.

The name and address of the petitioner and the legal description of the property are as follows:

Petitioner/Owner: City of Black Hawk
Address: P. O. Box 68
201 Selak
Black Hawk, CO 80422

Lots 8, 9 & 10 of Block 12 less those portions within State Highway right-of-way, City of Black Hawk, County of Gilpin, State of Colorado.
This Petition is accompanied by a deposit of $750; said deposit is believed to be sufficient to pay all pre- and post-acceptance costs of the inclusion proceedings, but should said deposit be insufficient, the undersigned further agrees that it shall pay in full the fees and costs incurred by the District for the publication of notice of the hearing on inclusion, filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

PETITIONER/OWNER:

By: City of Black Hawk  
Name: David D. Spellman  
Title: Mayor

STATE OF COLORADO  
COUNTY OF ____________  
) ss.

The foregoing instrument was acknowledged before me this _____ day of ______, 2019, by David D. Spellman as Mayor of the City of Black Hawk, Petitioner/Owner.

Witness my hand and official seal.

My Commission Expires: ____________________________

(Notary Seal)

______________________________  
Notary Public
RESOLUTION 11-2019

A RESOLUTION
APPROVING THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND BASELINE
ENGINEERING
CORPORATION IN AN
AMOUNT NOT TO EXCEED
$139,145.00 FOR CIVIL
ENGINEERING SERVICES
PERTAINING TO THE
GREGORY STREET PHASE 2
PROJECT
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 11-2019

TITLE: A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND BASELINE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED $139,145.00 FOR CIVIL ENGINEERING SERVICES PERTAINING TO THE GREGORY STREET PHASE 2 PROJECT

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 Professional Services Agreement between the City of Black Hawk and Baseline Engineering Corporation in an amount not to exceed $139,145.00 for civil engineering design services associated with the Gregory Street Phase 2 Project, and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 13th day of February, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT:

Approve Resolution 11-2019, a Resolution approving the Professional Services Agreement with Baseline Engineering Corporation for civil engineering services associated with the Gregory Street Phase 2 Project.

RECOMMENDATION:

If City Council chooses to approve Resolution 11-2019, a Resolution approving the Professional Services Agreement with Baseline Engineering Corporation, the recommended motion is as follows: “Approve Resolution 11-2019, a Resolution approving the Professional Services Agreement between the City of Black Hawk and Baseline Engineering Corporation in an amount not to exceed $139,145.00 for civil engineering services pertaining to the Gregory Street Phase 2 Project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This Professional Services Agreement with Baseline Engineering Corporation encompasses complete civil engineering design fees for the Gregory Street Phase 2 Project area, including the following:

- Flume reconstruction from Church Street to High Street
- Drainage analysis and report
- Design of all utility services
- Design and grading of hardscape, planting areas, ramps, and stairs
- Fine grading around all buildings within the plaza area
- Construction Administration services

The attached Gregory Street Master Plan shows the plaza area and buildings included within this Professional Services Agreement.

FUNDING SOURCE: Gregory Street Plaza: 203-0000-502-58-14

WORKSHOP DATE: February 13, 2019

ORIGINATED BY: Matt Reed/Tom Isbester

STAFF PERSON RESPONSIBLE: Matt Reed/Tom Isbester

PROJECT COMPLETION DATE: Construction to be completed by December 31, 2020

DOCUMENTS ATTACHED: Gregory Street Master Plan
CITY ATTORNEY REVIEW:  [ ]Yes  [X]No  [ ]N/A  INITIALS__________

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, Acting City Manager
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ______ day of ____________________, 2019, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Baseline Engineering Corporation (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional civil engineering services for the Gregory Street Phase 2 Project (the “Project”).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City professional civil engineering services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as summarized in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY’S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed One hundred thirty-nine thousand one hundred forty-five dollars ($139,145.00) for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

   1. All invoices, including Contractor’s verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

   2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2020.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. 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.

2. Prohibited Acts. Contractor shall not:

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

   b. 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.

3. Verification.

   a. 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.

   b. 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.

   c. 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:

      i. Notify the subcontractor and the City 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

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) 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.

4. 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.

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

6. 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.

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker’s compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other...
fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

**IX. 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 VIII 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 VIII 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 City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII 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 six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.
4. The policy required by Paragraph 2 above shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by Paragraph 1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

   City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

    City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068
    Attn: Matt Reed

The Contractor:

    Baseline Engineering Corporation
    112 N. Rubey Drive, Suite 210
    Golden, Colorado 80403
    Attn: Noah Nemmers
XVI. **ENTIRE AGREEMENT**

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

**CITY OF BLACK HAWK, COLORADO**

By: ____________________________________  
David D. Spellman, Mayor

**ATTEST:**

__________________________  
Melissa A. Greiner, City Clerk

**APPROVED AS TO FORM:**

__________________________  
Corey Y. Hoffmann, City Attorney

**Baseline Engineering Corporation**

By: ____________________________________  
__________________________  
Its:

**STATE OF COLORADO**  
)  
) ss.
**COUNTY OF _________________**  
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _________________, 20_____. by _________________________________________________ as the_______________________ of _____________________________________________________________________.

My commission expires: ________________________________

(S E A L)

Notary Public
FROM: Baseline Engineering Corporation (Prospective Contractor)

TO: City of Black Hawk
    P.O. Box 68
    Black Hawk, Colorado 80422-0068

Project Name Gregory Street Phase 2 Civil Engineering Services

Bid Number N/A Project No. 18015

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation 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.

Executed this ___________ day of ______________________, 20______.

Prospective Contractor: _______________________

By: ________________________________

Title: ________________________________
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.

______________________________ ____________________
Signature Date
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 City 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 this Contract; and

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

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
) ss.
COUNTY OF __________________________

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of ________________, 20____, by ______________________________ as ___________________ of __________________________.

My commission expires:

(S E A L) ___________________________________
Notary Public
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 driver’s 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 or 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
October 18, 2018  
*Revised January 17, 2019*

**EXHIBIT A**

Matthew J. Reed  
Project Manager  
City of Black Hawk  
Public Works Office  
P.O. Box 68, 987 Miners Mesa Road  
Black Hawk, CO 80422  

RE: Gregory Street Plaza Civil Design Development Scope  

Dear Mr. Reed,  

Baseline is pleased to provide this scope of work for Civil Design services associated with the Gregory Street Plaza Master Plan. We are excited to be a part of the team to assist in providing value and developing a design that accomplishes the goals of the City. The Gregory Street Master Plan includes a wide range of services. To align our services with your expectations we have separated out the flume reconstruction and realignment from the overall plaza improvements project as the flume will be the logical first phase to allow for the intended surface improvements and drainage conveyance from the plaza. We have reviewed all available information, discussed our approach to the project and are confident that we can work closely with you to prepare a design sufficient for contractor pricing following with a design build approach.  

On the following page, we have itemized the anticipated scope for both Surveying and Civil Engineering services. We look forward to working with you on this project and please don’t hesitate to call if adjustments or changes are required.  

Respectfully Submitted:  

[Signature]

Noah J Nemmers, PE  
Manager of Civil Engineering
**Project & Scope**

**PROJECT UNDERSTANDING**

Baseline has met and coordinated with Mary Heart Design (MHD) and PEH Architects and walked the Gregory Street Plaza project limits. We understand that the project will consist of two parts. **Part 1** consists of the reconstruction and improvements to the aging, and in some places deteriorating, existing flume. Baseline has done extensive analysis on the existing flume from having analyzed it for the City in the past and will prepare design development plans for the realignment and new flume construction that will also double as new storm drainage for the future plaza improvements. The new flume profile will also be coordinated with plaza surface improvements and utility connections to serve the historic buildings fronting the plaza.

**Part 2** will consist of schematic design coordination with the City, MHD, and PEH and iterations of the site plan needed to coordinate both the vertical and horizontal components of the project. Baseline with then prepare development plans consisting of horizontal site layout and paving (materials) plans, utility plans coordinated with lighting by MHD referencing the flume relocation, and detailed grading plans in coordination with landscaping plans provided by MHD. Plaza grading will detail all ADA compliance goals for the project and stair details at each location. The plan also will also include access improvements to the Bobtail Building, improvements adjacent to the parking garage referenced as the Meeting Nook area, and plans for the Grand Staircase.

**A.1 Statement of Services**

Baseline agrees to perform the following professional services described below:

**SCHEMATIC DESIGN**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plaza Flume Realignment (Preliminary Engineering)</td>
<td>$8,640</td>
</tr>
<tr>
<td>Baseline will prepare plans for the realignment of the flume that will account for the anticipated plaza improvements and work in conjunction with the plaza storm drainage as well as the utility improvements to serve the buildings along the plaza.</td>
<td></td>
</tr>
<tr>
<td>Topographic Mapping and Boundary Survey</td>
<td>$6,335</td>
</tr>
<tr>
<td>Baseline will compile all the field data and asbuilt information for all existing infrastructure including utilities and paving. Baseline will prepare a base drawing that will be suitable for use by the team planners and Baseline engineers as well as other design team members in the preparation of design development documents. Utility locate will be performed by a private locate company as a reimbursable expense where required.</td>
<td></td>
</tr>
<tr>
<td>Site Planning and Coordination (T&amp;M Estimate)</td>
<td>$9,920</td>
</tr>
<tr>
<td>Baseline with take the Master Plan Sketch produced by Mary Hart Design and develop a CAD base drawing to be used for layout purposes and for determining conflicts with key features and desired building placement. This drawing will continue to be updated throughout the design process with input from the City and from the team members until the final site plan is approved for pricing and design development.</td>
<td></td>
</tr>
</tbody>
</table>
**Exhibit Preparation (T&M Estimate)**  
$1,350
Baseline will prepare exhibits as requested to be used for team meetings to demonstrate design elements and fire turning movements.

**DESIGN DEVELOPMENT**

**Design Development Plan (50% Construction Drawings)**  
$31,430

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice during the Design Development preparation phase of the project.
2. Baseline will draft the engineered site plan using the approved masterplan concept provided by MHD and coordinate essential elements of her vision into AutoCAD.
3. Prepare a Site Layout Plan showing property lines, setbacks, dimensions and horizontal locations of the buildings, stairs, walkways, planting beds, and open areas. Paving materials will be labeled in the plan.
4. Prepare a Grading Plan to define finished floor elevations, spot grades, walkway elevations, ADA slopes, stair rise and run, and open area grading.
5. Prepare a Site Utility Plan to indicate the sanitary sewer, water supply, and connections to adjacent storm sewer systems. Utility service lines will be shown up to 5 feet of the buildings. Flume relocation will be noted on this sheet.
6. Prepare sections for the plaza both longitudinal and transverse profile sheets.
7. Plan and Profile Sheets and Cross Sections for the Flume

**Drainage Analysis and Report**  
$5,670
Baseline will prepare drainage calculations to support the final drainage from the plaza including all storm drains and the flume design. The analysis will be summarized within a Final Drainage Report to be Signed and Sealed and include all appendix calculations.

**CONSTRUCTION DOCUMENTS**

**Final Construction Drawings**  
$42,080
Final Plans for Construction will be Signed and Sealed and include a Horizontal Control Plan that will be prepared to reflect pavement delineations and all appropriate horizontal dimensions for accurate site layout during construction. There will be a Detailed Grading Plan that will feature the topography with finished grades and drainage patterns established. Prepare detail sheet indicating special details as well as standard City details as required. Coordinate details for stairs (grip strut), accessible ramps, handrails and guardrails. Coordinate Details for Gregory Street retaining walls and plaza retaining walls. Coordinate site lighting (lamp posts, step lights and bollards). Coordinate with MEP for electrical and service connections to each buildingFinal Storm Sewer Plan and Profiles will be created. A Utility Plan and profiles (as needed) will be provided to show how the buildings (if not currently) will tie into the existing water and sewer mains. Initial and Final Erosion Control Plans will be prepared for use in preparing a SWMP to obtain the State Construction Permit as well as City grading permits. Baseline will finalize all details for construction and incorporate comments from the selected Contractor, the City, and team review.

**Design Meetings and Coordination (T&M Estimate)**  
$9,000
Site visits during design, meetings, and phone coordination are included in this fee. We will attend any City required coordination meetings to address planning and engineering issues, present any planning and/or engineering concepts, and answer questions. Meeting time will be billed at our 2019 On-Call Rates.
CONSTRUCTION ADMINISTRATION

RFI and Product Review and Approval  (T&M Estimate) $6,480
Baseline will review and approved product submittals in conformance with the design plans, respond to requests for information and work directly with the contractor to coordinate any unforeseen conflicts during construction. We will also perform Construction Administration, punch list inspection, and project acceptance and closeout. Time will be billed on an as needed basis at our 2019 On-Call Rates.

Site Inspections and OAC Meetings (T&M Estimate) $18,240
Baseline will work as an extension of the City Staff and provide Construction Oversight. For the Duration of the Construction it is anticipated that Baseline will visit the construction site at least twice a week and observe the construction work and note the work in a daily report to be provided at the end of the project. Baseline will also attend weekly OAC meetings and answer design questions as needed. Time will be billed on an as needed basis at our 2019 On-Call Rates.

Direct Costs
In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as private utility locating services, printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, if applicable.

PROJECT SCHEDULE
- Schematic Design Duration
- Design Development (50% CD) Duration
- Construction Documents May 20 – June 21

PROJECT DELIVERABLES
- Schematic Design Plans
- 50% Construction Drawings
- Final Construction Drawings
- Final Drainage Report

ADDITIONAL SERVICES
1. Services performed but not described in this scope of services will be considered an additional service and will be billed on a time and expense basis. Additional services will not be performed without prior consent of the client.
2. The above quoted fee assumes that project will progress in a consistent and ongoing manner, and that no significant slowdown or stoppage of work occurs.

Does NOT include:
- Construction Staking
- Soils Report
- Floodplain Permitting
- Retaining Wall Calculations.
- Mining Display.
- Mule Petting area
- Ornamental plaza surfaces.
- Design/selection of plaza furnishings (benches, trash, planters).
- CLOMR/LOMR Permitting
- Irrigation Design
- As-built Drawings
# Gregory Street Plaza

## CIVIL ENGINEERING SERVICES ESTIMATE

<table>
<thead>
<tr>
<th>Design Engineering Services</th>
<th>Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Project Manager</td>
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<tr>
<td><strong>Hourly Rates</strong></td>
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<td>Drainage Analysis and Report</td>
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<td><strong>Construction Documents</strong></td>
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<td><strong>Construction Administration</strong></td>
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<td>RFI and Product Review and Approval</td>
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<tr>
<td>Site Inspections and OAC Meetings</td>
<td>148</td>
<td>$18,240.00</td>
</tr>
<tr>
<td><strong>Subtotals</strong></td>
<td>679</td>
<td>$139,145.00</td>
</tr>
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</table>
RESOLUTION 12-2019
A RESOLUTION APPROVING THE WEECYCLE ENVIRONMENTAL CONSULTING PROPOSAL FOR THE SELECTIVE INTERIOR NON-ASBESTOS CONTAINING MATERIAL DEMOLITION OF 305 GREGORY, 311 GREGORY, 321 GREGORY AND 351 GREGORY IN A TOTAL AMOUNT NOT TO EXCEED $66,910.00
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 12-2019

TITLE: A RESOLUTION APPROVING THE WEECYCLE ENVIRONMENTAL CONSULTING PROPOSAL FOR THE SELECTIVE INTERIOR NON-ASBESTOS CONTAINING MATERIAL DEMOLITION OF 305 GREGORY, 311 GREGORY, 321 GREGORY AND 351 GREGORY IN A TOTAL AMOUNT NOT TO EXCEED $66,910.00.

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

Section 1. The Weecycle Environmental Consulting Proposal for the selective interior non-asbestos containing material demolition of 305 Gregory, 311 Gregory, 321 Gregory and 351 Gregory, attached hereto as Exhibit A, is hereby approved.

RESOLVED AND PASSED this 13th day of February, 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 Weecycle Proposal for selective interior non-asbestos containing material demolition of 305 Gregory Street, 311 Gregory Street, 321 Gregory Street and 351 Gregory Street.

RECOMMENDATION:
MOTION TO APPROVE Resolution 12-2019, a Resolution approving the Weecycle Proposal for selective interior non-asbestos containing material demolition of 305 Gregory, 311 Gregory, 321 Gregory and 351 Gregory.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Interior demolition of 305 Gregory Street, 311 Gregory Street, 321 Gregory Street and 351 Gregory Street can be described as the non-structural demolition of interior space in preparation for the reuse of each structure. The work includes interior wall and ceiling removal, demolition of flooring, some utility services, material salvage and is described the Exhibit A.

The purpose of the interior demolition is to aid PEH Architects in preparing a detailed set of design development drawings. This design development stage is subsequent to the schematic design stage where the initial design decisions are worked out in greater detail. Design development collects the results from the schematic design phase and takes them one step further. This phase involves finalizing the design and specifying such items as materials, window and door locations and general structural details and the selective interior demolition will advance this process. Design development usually yields a more detailed site plan as well as floor plans, elevations and section drawings with full dimensions, providing a basis for the preparation of construction documents.

On December 12, 2018, City Council Approved Resolution No. 74-2018 a Resolution approving certain Community Planning and Development Service Agreements for Calendar Year 2019. One of the approved entities was Weecycle Environmental Consulting (Weecycle). Because of Weecycle's expertise with environmental laws, staff has requested their assistance in project administration, oversight and securing contractors that are EPA Lead Renovation, Repair and Painting Rule certified to perform selective interior non-asbestos containing materials demolition. With the assistance of PEH Architects and Weecycle, staff created an interior scope of work. On January 28, 2019, Weecycle issued a Request for Proposal to a group of qualified contractors. Weecycle held a site visit on January 30, 2019 for interested contractors. Bids were due February 4, 2019 by 3:00 p.m. and were distributed to the City on February 6, 2019. The results of the Request for Proposals is outlined below:
Gregory Street Bid Proposals
Non-Asbestos Containing Material (ACM) Interior Demo

<table>
<thead>
<tr>
<th></th>
<th>305 Gregory</th>
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<th>321 Gregory</th>
<th>351 Gregory</th>
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<td>All Dry</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
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</tr>
</tbody>
</table>

Nova Tech is the low bidder for 305 Gregory Street and 311 Gregory Street. Cherry Inc. is the low bidder for 321 Gregory and 351 Gregory. By selecting both low bidders, the job could be completed in a timely and efficient manner.

If City Council approves Resolution 12-2019, both Cherry Inc. and Nova Tech could mobilize after they apply for and receive, a current business license/contractor registration, a temporary use permit for dumpsters and port-a-let and a City issued selective interior demolition permit.

The below figures encompass the total cost of the project:

- Weecycle Preparation of Scope of Work (SOW), Prepare and Send Request for Proposal, Conduct Contractor Bid Walk for 305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory: $600.00
- Interior Demolition by NovaTech for 305 Gregory and 311 Gregory: $29,610.00
- Interior Demolition by Cherry, Inc. for 321 Gregory and 351 Gregory: $30,400.00
- Weecycle Project Management Oversight of Work for 305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory: $6,300.00

Total: $66,910.00

AGENDA DATE: February 13, 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 12-2019
Exhibit A – Weecycle Proposal, and Request for Proposal with Bid Results

RECORD: [ ]Yes [X]No

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

SUBMITTED BY:

Cynthia L. Linker, CP&D

2/8/19

REVIEWED BY:

Stephen N. Cole, acting City Manager
EXHIBIT A

Gregory Street Bid Proposal
Non-Asbestos Containing Material ACM Interior Demolition
305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory
February 8, 2019

City of Black Hawk
Attn: Cynthia Linker
Community Planning and Development
211 Church Street, PO Box 68
Black Hawk, Colorado 80422

RE:  Interior Demolition of Non-Asbestos Containing Materials (ACM) at 305 Gregory Street, 311 Gregory Street, 321 Gregory Street and 351 Gregory Street, Black Hawk CO 80422

Weecycle Environmental Consulting, Inc. (Weecycle) is pleased to submit a proposal for the services (work) to be performed by Weecycle on behalf of the City of Black Hawk. These services will be performed based on the Gregory Street Bid Proposal dated January 30, 2019. Weecycle’s estimate for the work to be performed at the above listed properties is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$66,910.00</strong></td>
</tr>
</tbody>
</table>

**Terms and Conditions**
This proposal is valid for a period of thirty (30) days from the date this proposal was written. After a period of thirty (30) days, Weecycle will not be held to the terms and prices quoted herein.

Weecycle at its discretion, may require adequate proof of financial surety. All invoices are due and payable in full net 10 days upon receipt. Any payment not received within thirty (30) days will be subject to a service charge of 1.5% monthly. Payments not received within sixty (60) days will be put out for collection.

The work performed pursuant to this proposal will be undertaken in a professional manner in accordance with best prevailing industry standards. Weecycle shall not be liable for direct, indirect, incidental, special or consequential damages or liability caused by pollutants remaining on the property or adjacent property due to acts or omissions by Weecycle or its subcontractors unless such damages or liabilities are caused by Weecycle or its subcontractors failure to act in a professional manner in accord with prevailing industry standards. No limitation of liability shall
apply however for damages, either direct or indirect for bodily injury, property damage, or otherwise due to Weecycle or its subcontractor's willful misconduct or gross negligence.

Weecycle trusts that the City will find this proposal to be acceptable and would ask that you indicate your acceptance on the line provided for the Mayor’s signature below, so that Weecycle may proceed with their Scope of Work. Should the City have any questions or comments regarding this proposal, please contact Lynda Fratis at (303) 413-0452.

Sincerely,

Weecycle Environmental Consulting, Inc.

[Signature]
Lauren K. York
Director of Operations

By signing below, I certify that I am authorized to accept this proposal on behalf of City of Black Hawk

________________________________________  __________________________
David D. Spellman, Mayor  Date
City of Black Hawk

This fee is valid for thirty (30) days from date of issue of this proposal. In order to initiate this project, Weecycle Environmental Consulting, Inc. will require this letter to be executed as a contract by signing the above acceptance form. If the addressee is not contractually responsible for payment of these services, the person or organization responsible must cosign this letter.
REQUEST FOR PROPOSAL TO

SECTION I. GENERAL INFORMATION

Issue Date: January 30, 2019

Project Identification:
Demo of Non-ACM
Scope of Work Provided by the City

305, 311, 321 and 351 Gregory
Black Hawk, CO 80422
Walkthrough: NOT Required

REVISED To include the fact no power or water
Due Date: Monday, February 4, 2019 at 3:00 pm,
emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
1208 Commerce Ct #5B
Lafayette, CO 80026
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP

MUST HAVE A CURRENT RRP CERTIFICATION ALL HOUSES ARE
POSITIVE FOR LEAD PAINT

IF AWARDED MUST OBTAIN A BUSINESS LICENSE FROM THE
CITY OF BLACK HAWK
SECTION IIa. BID PROPOSAL FORM
305, 311, 321, 351 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: ____________________________________________________________
Address: _____________________________________________________________________________
City/State: ____________________________
Phone: _____________________________________________________________________________
Fax: _______________________________________________________________________________

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.

- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: __________________________________________ Date: __________

Manual Signature of Agent

_______________________________ ______________________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: __________________________________________________

Prompt Payment Terms:
Discount: _______% _________ Days
Net: _______ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT and MOLD REMEDIATION:
305, 311, 321 and 351 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew

- 305 Gregory – Interior Demo per Scope  Note: Only ACM is the Window Glazing
  __________________________________________ Dollars and cents
  ($__________________________).

- 311 Gregory – Interior Demo Per Scope  Note: Only ACM is the Kitchen Floor
  __________________________________________ Dollars and cents
  ($__________________________).

- 321 Gregory – Interior Demo per Scope  Note: No ACM at this Site
  __________________________________________ Dollars and cents
  ($__________________________).

- 351 Gregory – Interior Demo per Scoop  Note: All Plaster is ACM and being abated Demo will be for all renaming material
  __________________________________________ Dollars and cents
  ($__________________________).

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED
Generic Interior Demo Scope of Work

Intent of Demolition:
The intent of the demolition is to expose the structural conditions in an effort to minimize the unforeseen conditions discovered during construction. The demolition is to be contained within the interior of the structure (except as noted), leaving all exterior finishes in an as-found condition. The structure shall remain a weather-tight/lockable premise at the completion of the demolition.

General Notes:

- GC must obtain a Business License from the City of Black Hawk.
- Prior to beginning the work, GC must fill out a building permit with the Planning Department.
- GC to obtain a Temporary Use Permit from the Planning Department in order to coordinate all necessary dumpster and portable toilet requirements and include the cost of each in the bid.
- GC to provide necessary power and water for demolition work.
- All general and sub-contractors used for demolition must be EPA Lead-Safe Certified. GC and sub-contractors to wear any necessary PPE while working inside the structures.
- GC to provide any necessary shoring and bracing as required for demolition work
- GC to remove and dispose of all interior finishes – All interior wall and floor framing (including studs, rafters, joists etc). Subfloor to remain in place. Provide a 3’x3’ hole through subfloor in each room on the first floor in order to expose floor framing and any crawl space below. Do not damage floor joists when cutting through. Coordinate desired location of each hole with City representative.
- There will be no demolition of the exterior at this time (including exterior doors and windows). Interior trim at exterior doors to remain to allow surface mounted hardware to latch.
- Protect exterior doors and windows from damage and secure any additional openings that do not close.
- From the street it should appear that nothing has changed. The site shall be left clean and in a presentable condition. When demo is complete, GC to hose off or sweep all walkways and exterior surfaces, washing away any evidence of an in-construction status.
Demo/Remove:

- All cabinetry, countertops, built-ins, shelving and millwork
- **Interior doors** but save historic hardware* (hinges, doorknobs, strike plates, etc.) for the City.
- All **trim, wall and ceiling finishes** to expose wall/ceiling/roof framing (includes demo of interior wood plank walls and ceiling)
- All floor, wall, ceiling and roof **insulation**
- All **floor finishes** (carpeting, hardwood, tile, etc) – but GC to keep subfloor in place, with the exception of 3’x3’ holes mentioned in General Notes above.
- All **electrical, cable and phone wiring and fixtures**. Electrical meter shall remain in place.
- Any remaining **appliances** and **water heaters**
- All **plumbing piping and fixtures** for water, sewer, heating and gas. Coordinate shut-off of water and gas service prior to demo. **Cap all plumbing service lines** within 5’0” of entrance into structure. **Label** all capped service lines.
- **Woodburning stoves, surrounds and exhaust ducts**. Patch roof penetration for exhaust duct. Leave chimney and supporting structure in place.
- **Furnace, ductwork and associated heating & cooling systems**
- All **fasteners, hangers, clips**, etc attached to or associated with demolished items and assemblies.
- All excess material and construction **debris** from the interior and site. The entire site shall be left clean and in presentable condition.

*Keep/Retain:

- The City may request the Contractor to retain some historic items yet TBD.
- **Studs, rafters, joists** and majority of **subfloor**
- **Exterior windows and doors** (and the interior trim keeping them in place and lockable)
- **Chimney and supporting structure**
Contractor shall salvage the following items:

- **ALL** historic hardware from any doors not currently being used as exterior doors (hinges, doorknobs, locks, doorbells, etc). Exterior doors & windows & their associated hardware should be left in place to keep the house secured until construction begins.

  - For example:

- The 3 clawfoot tubs (one in 311, one in 321 & one in 351)—carefully relocate to an area near the front door for the City to pick up:

  - 311:
  - 321:
  - 351: (no photo available yet)

- The antique double-bulb light fixture in 321
• The newel posts at stairways in 321 & 311:

• Note: Once construction is started, the City will be salvaging this double arched window in 321.

• Abatement/Demo contractors are not to do anything with this window.
<table>
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Colorado Clear, LLC

Gregory Street Bid Proposal
Non-Asbestos Containing Material (ACM) Interior Demolition
305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory
SECTION IIA. BID PROPOSAL FORM
305, 311, 321, 351 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: Colorado Clear, LLC
Address: 341 Boulder Lane
City/State: Boulder CO 80303
Phone: 720-644-6631
Fax: NA

Bid Certification (If a Bid is offered):
The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: Thomas E Callahan
Manual Signature of Agent
Date: 02/05/19

Thomas E Callahan
Typed/Printed Name of Agent
Owner
Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: Thomas E. Callahan

Prompt Payment Terms:
Discount: 3% 30 Days
Net: 30 Days Progress Payments

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT and MOLD REMEDIATION:
305, 311, 321 and 351 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew

- 305 Gregory – Interior Demo per Scope  Note: Only ACM is the Window Glazing

\[
\text{Twenty Two Thousand Dollars and cents} \\
($ 22,000)
\]

- 311 Gregory – Interior Demo Per Scope  Note: Only ACM is the Kitchen Floor

\[
\text{Twenty Eight Thousand Dollars and cents} \\
($ 28,000)
\]

- 321 Gregory – Interior Demo per Scope  Note: No ACM at this Site

\[
\text{Twenty Six Thousand Dollars and cents} \\
($ 26,000)
\]

- 351 Gregory – Interior Demo per Scoop  Note: All Plaster is ACM and being abated Demo will be for all renaming material

\[
\text{Fifteen Thousand Dollars and cents} \\
($ 15,000)
\]

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED
Peak Environmental

Gregory Street Bid Proposal
Non-Asbestos Containing Material (ACM) Interior Demolition
305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory
SECTION IIa. BID PROPOSAL FORM
305, 311, 321, 351 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: Peak Environmental
Address: 465 Santa Fe Drive
City/State: Denver, Colorado 80204
Phone: 303-534-5443
Fax: 303-825-0274

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.

Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: ___________________________ Date: 02/04/19

Manual Signature of Agent

Troy Deibel
Typed/Printed Name of Agent

Estimator/ Manager
Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: Troy Deibel

Prompt Payment Terms:
Discount: 1 _______ % 15 _________ Days

Net: 30 _______ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT and MOLD REMEDIATION:
305, 311, 321 and 351 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew

- 305 Gregory – Interior Demo per Scope  Note: Only ACM is the Window Glazing

$55,972.00

($55,972.00).

- 311 Gregory – Interior Demo Per Scope  Note: Only ACM is the Kitchen Floor

$69,697.00

($69,697.00).

- 321 Gregory – Interior Demo per Scope  Note: No ACM at this Site

$79,969.00

($79,969.00).

- 351 Gregory – Interior Demo per Scoop  Note: All Plaster is ACM and being abated Demo will be for all renaming material

$71,894.00

($71,894.00).

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED
Cherry, Inc.

Gregory Street Bid Proposal
Non-Asbestos Containing Material (ACM) Interior Demolition
305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory
SECTION IIa. BID PROPOSAL FORM
305, 311, 321, 351 Gregory
Black Hawk, CO 80422

Submitted By:
Bidder’s Company
Name: Cherry Inc
Address: 14405 W. Colfax Ave., Suite 259
City/State: Lakewood, CO 80401
Phone: 303-237-2010
Fax: 303-200-7600

Bid Certification (If a Bid is offered):
The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.

Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: ____________________________ Date: 02/04/2019
Manual Signature of Agent

Daniel Dunlap ____________________________ President/CEO ____________________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: Cherry Inc

Prompt Payment Terms:
Discount: 2 % 10 Days

Net: 10 Days

No Bid Indication (If "No Bid" is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT and MOLD REMEDIATION:
305, 311, 321 and 351 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

**Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew**

- 305 Gregory – Interior Demo per Scope Note: Only ACM is the Window Glazing

  Fifteen Thousand five Hundred Dollars and cents

  ($15,500.00).

- 311 Gregory – Interior Demo Per Scope Note: Only ACM is the Kitchen Floor

  Eighteen Thousand Nine Hundred Dollars and cents

  ($18,900.00).

- 321 Gregory – Interior Demo per Scope Note: No ACM at this Site

  Sixteen Thousand Six Hundred Dollars and cents

  ($16,600.00).

- 351 Gregory – Interior Demo per Scoop Note: All Plaster is ACM and being abated Demo will be for all remaining material

  Thirteen Thousand Eight Hundred Dollars and cents

  ($13,800.00).

**NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWADED**
NovaTech Environmental, Inc.

Gregory Street Bid Proposal
Non-Asbestos Containing Material (ACM) Interior Demolition
305 Gregory, 311 Gregory, 321 Gregory, 351 Gregory
SECTION IIa. BID PROPOSAL FORM
305, 311, 321, 351 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: NovaTech Environmental, Inc.___________________________________________
Address: 5500 Newport St____________________________________________________
City/State: Commerce City, CO 80022___________________________________________
Phone: 303-550-0214__________________________________________________________
Fax: 303-674-5463___________________________________________________________

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

• He/she is a duly authorized agent of the Bidder;
• He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
• The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
• The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
• Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: ____________________________Date: 2-2-2019____
          Brook Rosentrater__________________________
Manual Signature of Agent

Brook Rosentrater__________________________President__________________________
Typed/Printed Name of Agent                       Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: NovaTech Environmental________________________________________

Prompt Payment Terms:
Discount: ______1____ %____ 10____ Days
Net: ______30____ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT and MOLD REMEDIATION:
305, 311, 321 and 351 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew

- 305 Gregory – Interior Demo per Scope Note: Only ACM is the Window Glazing

  Twelve Thousand Eight Hundred Forty Dollars and cents

  ($12,840.00).

- 311 Gregory – Interior Demo Per Scope Note: Only ACM is the Kitchen Floor

  Sixteen Thousand Seven Hundred Seventy Dollars and cents

  ($16,770.00).

- 321 Gregory – Interior Demo per Scope Note: No ACM at this Site

  Seventeen Thousand Six Hundred Ninety Dollars and cents

  ($17,690.00).

- 351 Gregory – Interior Demo per Scoop Note: All Plaster is ACM and being abated Demo will be for all remaining material

  Fourteen Thousand Eight Hundred Eighty Dollars and cents

  ($14,880.00).

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED