REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
January 23, 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 9, 2019

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
   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
   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

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

9. CITY MANAGER REPORTS:

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:

MISSION STATEMENT
The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community
Acting City Manager Steve Cole 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 9, 2019, at 3:00 p.m. by Mayor Spellman.

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

Absent: Alderman Moates.

Staff present: City Attorney Hoffmann, Acting City Manager Cole, Acting Police Chief Jantz, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineer Reed, City Clerk/ Administrative Services Director Greiner, Community Planning & Development Administrator Linker, 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: December 12, 2018

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve the Minutes as presented.

MOTION PASSED

There was no discussion, and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB1, An Ordinance Amending Section 4-41 of the Black Hawk Municipal Code Regarding Out of State Retailers Doing Business in Colorado

Mayor Spellman read the title and opened the public hearing.

Finance Director Hillis introduced this item and said the City was just piggybacking off the state, which just made a change based on a Supreme Court case ruling that allowed tax jurisdictions to collect sales tax from out of state retailers.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB1, an Ordinance amending Section 4-41 of the Black Hawk Municipal Code regarding out of State retailers doing business in Colorado open and invited anyone wanting to address the Board either “for” or “against” the proposed resolution and ordinance to come forward.

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

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Bennett to approve CB1, an Ordinance amending Section 4-41 of the Black Hawk Municipal Code regarding out of State retailers doing business in Colorado.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.
8. ACTION ITEMS:

A. Resolution 1-2019, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said this was the usual housekeeping item for the first meeting of every year. She explained that new message boards were ordered and received in, and once installed in the plaza next to City Hall; she will come back before Council to transition the posting place from the Post Office back to City Hall.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 1-2019, a Resolution establishing a designated public place for the posting of meeting notices as required by the Colorado Open Meetings Law.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

B. Resolution 2-2019, A Resolution Approving the City of Black Hawk Fee Schedule, As Amended

Mayor Spellman read the title.

Community Planning and Development Administrator introduced this housekeeping item for the beginning of the year. She said they have refined the wording even further under sign fees for a clearer understanding for the applicants.

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve Resolution 2-2019, a Resolution approving the City of Black Hawk Fee Schedule, as amended.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

C. Resolution 3-2019, A Resolution Approving the Supplemental Change Order to the Professional Services Agreement for the Hidden Treasure Final Trailhead Design with Stolfus and Associates, Inc. in the Amount Not to Exceed $109,060.00

Mayor Spellman read the title.
Public Works Director Isbester explained that this project was ready to be taken off the shelf for final design, and that Stolfus will obtain the environmental clearances and access permits that CDOT requires, prepare the contract documents, assist in the bidding, and then come back with another change order to help with inspections and construction management of the project itself, but right now this agreement only authorizes the final design.

MOTION TO APPROVE
Alderman Midcap MOVED and was SECONDED by Alderman Johnson to approve Resolution 3-2019, a Resolution approving the supplemental change order to the Professional Services Agreement for the Hidden Treasure Final Trailhead Design with Stolfus and Associates, Inc. in the amount not to exceed $109,060.00

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

D. Resolution 4-2019, A Resolution Approving a Job Description for Corporal in the Police Department

Mayor Spellman read the title.

Acting Chief Jantz introduced this item and said this proposal is a strategy to develop new supervisors by introducing staff to minimal supervisory tasks, and allowing them to work closely with supervisors. He said this will assist in their future development.

MOTION TO APPROVE
Alderman Torres MOVED and was SECONDED by Alderman Bennett to approve Resolution 4-2019, a Resolution approving a job description for Corporal in the Police Department.

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

9. ACTING CITY MANAGER REPORTS:
Acting City Manager Cole said the City was asked to co-host a tour of Black Hawk and Central City as part of the National Trust conference held in October. He said the emphasis is to show off how gaming dollars affect historical renovations. The Community Planning and Development Department will submit the application, and if the submission is approved, he said, he’d like the City to host lunch for about 50 people. Mayor Spellman added that lunch would be catered and held at Crooks Palace with a presentation of some of the City’s projects. All were in favor.
Acting City Manager Cole said the Christmas lights will begin to be taken down on January 27th, and asked Council to consider any changes for next year, taking into account the new St. Charles Carriage House. Alderman Johnson commented that he would like to see red bows on every street light. Public Works Director Isbester will come back with a full estimate to include more bows and something on the Carriage House.

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

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended items number 1, 2, and 5 only for Executive Session specific legal questions related to potential legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:20 p.m. to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a), 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 Johnson to adjourn the Executive Session at 4:15 p.m.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

12. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:15 p.m.
COUNCIL BILL 2
ORDINANCE 2019-2
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
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB2  
ORDINANCE NUMBER: 2019-2  

TITLE: 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

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

Section 1. Pursuant to Article VIII, Section 18 of the City of Black Hawk Home Rule Charter, the City of Black Hawk Employee Handbook, approved September 2018, is hereby amended by the amendment of Section 508 regarding Overtime Pay and by the addition thereto of a new Section 512 to read as follows:

508 OVERTIME

When operating requirements or other needs cannot be met during normal working hours, non-exempt employees will be encouraged to volunteer for overtime work assignments. In certain circumstances, non-exempt employees may be required by their supervisor to work overtime hours. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the following rate(s):

1) One and one-half (1½) times straight-time rate for all hours worked over a 40-hour in a 7-day authorized workweek for non-exempt employees. 2) One and one-half (1½) times straight-time rate for all hours worked over 80 in a 14-day pay period for sworn police officers. 3) One and one-half (1½) times straight-time rate for all hours worked over 182 in a 24-day work period for firefighters.

When a non-exempt employee accumulates hours in excess of the standard pay-period (40, 80, or 182 hours) with a combination of worked time and leave time, they will be paid straight time for all hours during the pay period (See Section 512 for exceptions). If the employee actually physically works hours in excess of the standard pay period, those excess hours worked will be paid at one and one-half (1½) times straight time.
512 UNSCHEDULED PAY

Unless otherwise entitled to overtime compensation for the same shift, Employees called upon to work unplanned or unscheduled time with less than 48 hours' notice, or at Department Directors discretion, will be paid at one and one-half (1½) times straight time rate for the hours worked regardless of the other work/leave during the work period.

Section 2. Nothing in the approval of this Ordinance and the amendment of the City of Black Hawk Employee Handbook, dated September 2018, shall be construed to modify the authority of the City Manager to enter into employment agreements with department directors consistent with Section 2-42(d) of the City of Black Hawk Municipal Code.

Section 3. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. 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 5. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 23rd day of January, 2019.

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David D. Spellman, Mayor

ATTEST:

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

SUBJECT: An amendment to the Employee Handbook related to “Unscheduled Pay”.

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

MOTION TO APPROVE: Ordinance 2019-2, 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.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Currently, full-time non-exempt workers are paid one and one-half times their straight time rate for all hours physically worked in excess of the standard work period as detailed in Section 508 of the Employee Handbook. Occasionally, an employee will be asked by management to work outside of or instead of their regularly scheduled work day. However, if this employee has taken any paid leave during the same work period, they will not qualify for the overtime premium since they will not have exceeded the hours physically worked threshold. Section 512 Unscheduled Pay will provide a premium of one & one-half times straight time rates for all hours worked outside of and/or instead of their regularly schedule shifts when less than 48 hours’ notice is given to the employee. Management believes the “Unscheduled Pay” premium will increase employee morale and encourage more employees to cover temporary, short notice staffing needs. Additionally, Section 508 Overtime has been revised to include reference to Section 512.

AGENDA DATE: January 23, 2019

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [ ] No

STAFF PERSON RESPONSIBLE: Lance Hillis, Finance Director

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ] Yes [X] No

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

SUBMITTED BY: Lance Hillis, Finance Director

REVIEWED BY: Stephen N. Cole, Acting City Manager
COUNCIL BILL 3
ORDINANCE 2019-3
AN ORDINANCE
AMENDING SECTION 18-5
OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING THE NEED
FOR AUTOMATIC
SPRINKLER SYSTEMS
UNDER THE
INTERNATIONAL FIRE
CODE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB3
ORDINANCE NUMBER: 2019-3

TITLE: AN ORDINANCE AMENDING SECTION 18-5 OF THE BLACK HAWK MUNICIPAL CODE REGARDING THE NEED FOR AUTOMATIC SPRINKLER SYSTEMS UNDER THE INTERNATIONAL FIRE CODE

NOW, THEREFORE, BE IT ORDAIGNED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Section 18-5, subsection (b)(9) of the City of Black Hawk Municipal Code is amended to read as follows:

(9) Section 903.2 of the International Fire Code is amended to read as follows:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section. Automatic sprinkler systems shall be provided throughout buildings and structures of the following building groups. Group A-1, Group A-2, Group A-3, Group A-4, Group E, Group F-1, F-2, Group H, Group I, Group R-I, Group R-2, Group R-3, Group R-4, Group S-1, and Group S-2 where one of the following conditions exist:

1. The fire area exceeds two thousand five hundred (2,500) square feet;
2. The fire area has an occupant load of one hundred (100) or more; or
3. The fire area is located on a floor area other than the level of exit discharge.

Automatic sprinkler systems shall be provided throughout buildings and structures of the following building groups. Group B and Group M where one of the following conditions exists:

1. The fire area exceeds five thousand (5,000) square feet;
2. The fire area is located more than three (3) stories above grade plane;
3. The combined area of all fire areas on all floors, including any mezzanines, exceeds ten thousand (10,000) square feet; or
4. Occupancies used for the display and sale of upholstered furniture or mattresses exceeds two thousand five hundred (2,500) square feet.

All Group H and I occupancies shall be provided with an approved automatic sprinkler system regardless of size.

Fire sprinkler systems shall meet the requirements of the most current edition of
NFPA 13, 13D, or 13R and the requirements of this code.

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

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

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

READ, PASSED AND ORDERED POSTED this 23rd day of January, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk
SUBJECT: Amendment to the fire sprinkler system requirements in the Fire Code of the City of Black Hawk

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

MOTION TO APPROVE (or deny, etc.) Ordinance 2019-3, an Ordinance amending Section 18-5 of the Black Hawk Municipal Code regarding the need for automatic sprinkler systems under the International Fire Code

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Fire Department Staff reviewed the current provisions of the Fire Code of the City of Black Hawk and recommends revision of the sprinkler requirements for Occupancy Group B and Occupancy Group B buildings.

AGENDA DATE: January 23, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Christopher Woolley, Fire Chief

DOCUMENTS ATTACHED: Ordinance
Recommended amendment to the Fire Code of the City of Black Hawk.

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

__________________________
Fire Chief

Staff Name, Staff Title

__________________________
Stephen N. Cole, Acting City Manager
Recommended revision to the 2015 IFC.

(9) Section 903.2 of the International Fire Code is amended to read as follows:

**Section 903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section. Automatic sprinkler systems shall be provided throughout buildings and structures of the following building groups. Group A-1, Group A-2, Group A-3, Group A-4, Group E, Group F-1, F-2, Group H, Group I, Group R-I, Group R-2, Group R-3, Group R-4, Group S-1, and Group S-2 where one of the following conditions exist.

1. The fire area exceeds 2500 square feet.
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor area other than the level of exit discharge.

Automatic sprinkler systems shall be provided throughout buildings and structures of the following building groups. Group B and Group M where one of the following conditions exists.

1. The fire area exceeds 5000 square feet.
2. The fire area is located more than three stories above grade plane.
3. The combined area of all fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. Occupancies used for the display and sale of upholstered furniture or mattresses exceeds 2500 square feet.

All Group H and I occupancies shall be provided with an approved automatic sprinkler system regardless of size.

Fire sprinkler systems shall meet the requirements of the most current edition of NFPA 13, 13D, or 13R and the requirements of this code.

(10) Section 903.2.1 thru Section 903.2.10.1 of the International Fire Code is deleted in its entirety.
COUNCIL BILL 4
ORDINANCE 2019-4
AN ORDINANCE
REPEALING SECTION
2-178 OF THE BLACK
HAWK MUNICIPAL CODE
REGARDING THE
B YLAWS OF THE BLACK
HAWK FIRE
DEPARTMENT
TITLE: AN ORDINANCE REPEALING SECTION 2-178 OF THE BLACK HAWK MUNICIPAL CODE REGARDING THE BYLAWS OF THE BLACK HAWK FIRE DEPARTMENT

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

Section 1. Section 2-178 of the City of Black Hawk Municipal Code is hereby repealed in its entirety.

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

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

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

READ, PASSED AND ORDERED POSTED this 23rd day of January, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Repeal Section 8 or City of Black Hawk Ordinance Number 78-6

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

MOTION TO APPROVE (or deny, etc.) Ordinance 2019-4, an Ordinance repealing Section 2-178 of the Black Hawk Municipal Code regarding the Bylaws of the Black Hawk Fire Department

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Repeal of requirement set forth by Section 8 of City of Black Hawk Ordinance 78-6 requiring the Fire Chief to prepare, adopt and submit By-Laws to the Board of Aldermen for approval.

AGENDA DATE: January 23, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Christopher Woolley, Fire Chief

DOCUMENTS ATTACHED: Ordinance

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

__________________________ ___________________________
Fire Chief Stephen N. Cole

Staff Name, Staff Title Stephen N. Cole, Acting City Manager
COUNCIL BILL 5
ORDINANCE 2019-5
AN ORDINANCE
REPEALING THE
PREVIOUSLY APPROVED
CITY OF BLACK HAWK
FIRE DEPARTMENT
RULES AND
REGULATIONS AND/OR
STANDARD OPERATING
GUIDELINES
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB5
ORDINANCE NUMBER: 2019-5

TITLE: AN ORDINANCE REPEALING THE PREVIOUSLY APPROVED CITY OF BLACK HAWK FIRE DEPARTMENT RULES AND REGULATIONS AND/OR STANDARD OPERATING GUIDELINES

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

Section 1. All versions of the City of Black Hawk Fire Department Rules and Regulations and/or Standard Operating Guidelines previously approved by the Black Hawk City Council are hereby repealed.

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

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

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

READ, PASSED AND ORDERED POSTED this 23rd day of January, 2019.

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David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Repeal City of Black Hawk Ordinances approving Fire Department Standard Operating Guidelines

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

MOTION TO APPROVE (or deny, etc.) Ordinance 2019-5, an Ordinance repealing the previously approved City of Black Hawk Fire Department Rules and Regulations and/or Standard Operating Guidelines.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Repeal of the City of Black Hawk Fire Department’s Standard Operating Guidelines originally approved in CB-17 on August 27, 2014 and amended in CB-25 on October 12, 2016 and in CB-32 on November 9, 2016

AGENDA DATE: January 23, 2019
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Christopher Woolley, Fire Chief
DOCUMENTS ATTACHED: Ordinance
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: REVIEWED BY:

[Signature]
Fire Chief

[Signature]
Stephen N. Cole, Acting City Manager
COUNCIL BILL 6
ORDINANCE 2019-6
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
TITLE: 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

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

Section 1. The City of Black Hawk hereby approves the Lease Agreement between the City of Black Hawk and Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute the Lease Agreement and associated documents on behalf of the City.

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

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

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

READ, PASSED AND ORDERED POSTED this 23rd day of January, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Council Bill 2019-6, an Ordinance executing a lease agreement and associated documents with Vertical Bridge Development, LLC for the installation and maintenance of a cellular tower facility on City property on Miners Mesa for an initial term of five years at a rate of $24,000 per year.

RECOMMENDATION: If City Council chooses to approve Council Bill 2019-6, the recommended motion is as follows: "Approve Council Bill 2019-6, 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.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Staff has been working with Vertical Bridge for several years on this proposal. The site is located in the diamond lot on Miners Mesa where Public Works currently stores and processes rock and other materials. This will be a 50x50 foot facility and include an enclosure and tower similar to what is located midway up Miners Mesa. The tower is anticipated to be 100 foot tall but will need to go through all of the development approvals. The contract is for an initial term of 5 years at $24,000/yr. There is a provision for an additional four (4) five (5) year terms with appropriate termination provisions. Each five year extension would include a 10% increase in the annual rental rate. Approval of this lease will start with a $3000 payment for a one year option period while they pursue development approvals.

FUNDING SOURCE: N/A

AGENDA DATE: January 23, 2019

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: same

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Lease Agreement

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Stephen N. Cole, Acting City Manager
OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “Agreement”) is made this ___ day of _______, 201__(the “Effective Date”), by and between City of Black Hawk, a Colorado municipal corporation (the “Landlord”), whose address is 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company (the “Tenant”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487.

WHEREAS, the Landlord owns certain real property located in the County of Gilpin, in the state of Colorado, that is more particularly described and/or depicted in Exhibit 1 attached hereto (the “Property”); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 50’ x 50’ (approximately 2,500 square feet) (the “Premises”), which Premises is more particularly described and/or depicted in Exhibit 2 attached hereto, for the erection of a communications tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant the exclusive option to lease the Premises.

(b) From and after the date of this Agreement as set forth above for the time period set forth below (the “Option Period”), and at any time during the Term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “Government Approvals”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property. Tenant will disclose any defects found during the investigation. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant’s Tests.
In consideration of Landlord granting Tenant the Option Period, Tenant agrees to pay Landlord the sum of Three Thousand Dollars ($3,000.00) within thirty (30) business days of the full execution of this Agreement. The Option Period will be for an initial term of one (1) year from the Effective Date (the “Initial Option Period”) and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional Three Thousand Dollars ($3,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Period.

During the Initial Option Period and any extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence this Agreement during the Initial Option Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. TERM.

(a) This Agreement shall commence on the first day of the month in which Tenant begins construction (the “Commencement Date”). Unless extended or sooner terminated as herein provided, the initial term shall be for a period of five (5) years following the Commencement Date (“Initial Term”).

(b) Tenant shall have the option to extend the Term of this Agreement for seven (7) successive terms of five (5) years each (each a “Renewal Term”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current Term. For purposes of this Agreement, “Term” shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Two Thousand Dollars ($2,000.00) (“Rent”), at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days from Commencement Date.

(b) Beginning on the commencement date of the first Renewal Term and each five-year anniversary of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ten percent (10%) of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. [INTENTIONALLY DELETED]

5. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the communication facility located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant’s use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord’s behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or
charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property.

6. **USE.** The Premises are being leased for the purpose of erecting, installing, operating and maintaining radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment (collectively, the “Communication Facilities”). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which, in Tenant’s sole opinion, interferes with Tenant’s use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary so long as all applicable zoning and building requirements are met.

7. **ACCESS AND UTILITIES.** At all times during the Term of this Agreement, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, sublicensee’s, successors and assigns a nonexclusive easement (i) for ingress and egress, (ii) for construction, installation, maintenance, and operation of the Communication Facilities, and (iii) for the construction, installation, operation and maintenance of underground electric and other utility facilities (including wires, poles, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to cooperate with Tenant’s efforts to obtain such utilities and services. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant’s safe and efficient use and enjoyment of the easements for the purposes described above. Notwithstanding anything to the contrary that may be set forth herein, Tenant agrees that all utilities to be installed by Tenant shall be underground.

8. **EQUIPMENT, FIXTURES AND REMOVAL.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers provided any improvements comply with applicable zoning and building codes and requirements. Within ninety (90) days after the expiration or earlier termination of this Agreement (the “Removal Period”), Tenant shall remove its improvements including any tower and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

9. **ASSIGNMENT AND SUBLEASE.** This Agreement may be sold, assigned or transferred by Tenant without any approval or consent of Landlord to Tenant’s lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant’s assets or ownership interests by reasons of merger, acquisition or other business reorganization (a “Pre-Approved
Assignment”). As to transfers or assignments which do not constitute a Pre-Approved Assignment, Tenant will provide notice to Landlord, to include the name, address and contact information of the assignee of such assignment. Upon any assignment by Tenant pursuant to the foregoing, Tenant will be relieved of all liability hereunder. Notwithstanding anything to the contrary herein including the foregoing set forth in this Section, Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use the radio tower or any other tower or structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 16. Landlord may not subdivide the Property without Tenant’s prior written consent.

10. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term set out herein.

(b) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site.

(c) Landlord has complied and shall comply with all laws with respect to the Premises. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises.

(d) Tenant shall have access to all utilities required for the operation of the Tenant’s improvements on the Premises that are existing on the Property.

(e) There currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.

11. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

12. INDEMNITIES. Tenant agrees to indemnify, defend and hold harmless Landlord, its elected officials, employees, agents, representatives, successors, assigns, (collectively, the “Landlord Parties”), from and against all claims and liabilities (including reasonable attorneys’ fees and court costs) (“Losses”) caused by or arising out of (i) Tenant’s breach of any of its obligations, covenants, representations or warranties contained herein, or (ii) Tenant’s acts or omissions with regard to the Agreement. Tenant will
indemnify the Landlord Parties from and against any mechanic’s liens or liens of contractors and sub-contractors engaged by or through Tenant.

13. WAIVERS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communication Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

14. INSURANCE. Tenant shall maintain insurance as follows:

(a) Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work by Tenant under this Agreement with minimum limits of Five Hundred Thousand Dollars ($500,000) each incident, Five Hundred Thousand Dollars ($500,000) disease—policy limit, and Five Hundred Thousand Dollars ($500,000) disease—each employee.

(b) General Public Liability Insurance to be written with a limit of liability of not less than Three Million Dollars ($3,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than Two Million Dollars ($2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than Two Million Dollars ($2,000,000) for all damages arising out of injury to, or destruction of property, including the City’s property, during the policy period. The policy shall contain a severability of interests provision.

(c) To the extent that liability results from the acts or omissions of the Tenant, all Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s), the City and the City's officers and employees. The Tenant shall be solely responsible for any deductible losses under any policy required herein.

(d) The certificate of insurance provided by the Tenant shall be completed by the Tenant'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 this Agreement. No other form of certificate shall be used. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days’ prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant’s option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

(e) Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement.
The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

15. **INTERFERENCE.** During the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Premises. In addition, during the Term of this Agreement, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by the Landlord: (a) for any of the uses contemplated in Section 6 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant’s Communications Facilities or economic opportunities at the Premises, or the use thereof. Tenant acknowledges that an adjacent site is an active material storage and processing yard that will continue to operate. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the Term of this Agreement. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord. Tenant acknowledges: the existence of a 50’ Self Support Tower located approximately 2,160 feet due west of the Premises at Lat: 39.793064, Long: -105.497530; and, that this Agreement does not restrict any future facilities at the current premises where the SST is located.

16. **RIGHT OF FIRST REFUSAL.** In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the “ROFR Property”) to any third party, during the Option Period or Term, Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of Landlord’s property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent (“Offer”), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms (“Minimum Terms”). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant’s election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant’s purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant’s payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant’s continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“Permitted Sale”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

17. **SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to
secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements.

18. **FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

19. **CONDEMNATION.** Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of the Premises, Tenant may seek an award for the value of Tenant’s improvements on and/or at the Premises.

20. **DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

21. **REMEDIES.** Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, including the right to terminate this Agreement.

22. **[INTENTIONALLY DELETED]**

23. **ADDITIONAL TERMINATION RIGHT.** If at any time during the Term of this Agreement, Tenant determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant’s intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

24. **PRIOR AGREEMENTS.** The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

25. **[INTENTIONALLY DELETED]**

26. **[INTENTIONALLY DELETED]**

27. **[INTENTIONALLY DELETED]**

28. **[INTENTIONALLY DELETED]**

29. **QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

30. **NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as
demonstrated by the receipt of delivery. Notices shall be delivered to a party at such party’s address below, or to such other address that a party below may provide from time to time:

<table>
<thead>
<tr>
<th>If to Landlord:</th>
<th>If to Tenant:</th>
<th>If to Lender:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Black Hawk</td>
<td>Vertical Bridge Development, LLC</td>
<td>Toronto Dominion (Texas) LLC</td>
</tr>
<tr>
<td>201 Selak Street</td>
<td>750 Park of Commerce Drive</td>
<td>31 West 52nd Street</td>
</tr>
<tr>
<td>P.O. Box 68</td>
<td>Suite 200</td>
<td>New York, NY 10019</td>
</tr>
<tr>
<td>Black Hawk, CO 80422</td>
<td>Boca Raton, FL 33487</td>
<td>Attn: Admin Agent</td>
</tr>
<tr>
<td>Attn: City Clerk</td>
<td>Attn: General Counsel</td>
<td>Fax No. 416-982-5535</td>
</tr>
</tbody>
</table>

31. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party’s rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the state in which the leased Premises are located.

(f) This Agreement constitutes the entire Agreement and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant’s option in the form as depicted in Exhibit 3 and Exhibit 4 attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential, and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease.

[SIGNATURES BEGIN ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by a party hereto.

WITNESSES:

Name: __________________________

Name: __________________________

WITNESSES:

Name: __________________________

Name: __________________________

LANDLORD:

City of Black Hawk
a Colorado municipal corporation

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________
EXHIBIT 1

Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

Township 3 South, Range 72 West, Sixth Principal Meridian.

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

Beginning at a Point which is the center of the proposed Tower as monumented by a 2.5" aluminum cap, LS # 23502 from which the North Quarter corner of said Section 18 bears North 16° 47' 59" East 1279.38 feet, said cap also bearing North 4º 35' 40" West 43.91 feet from a southerly corner of said Lot 2 as monumented by a rebar and plastic cap, thence South 45° 00' 00" East 5.0 feet to the external boundary of the proposed Tower Site, this being the Point of Beginning of the herein described Tower Site, thence the following courses around said Tower Site:

1. North 45° 00' 00" East 12.50 feet;
2. North 45° 00' 00" West 25.00 feet;
3. South 45° 00' 00" West 25.00 feet;
4. South 45° 00' 00" East 25.00 feet;
5. North 45° 00' 00" East 12.50 feet to said Point of Beginning.

This building envelope contains 625 square feet more or less.

The basis of bearing used is Geodetic NORTH as determined through RTK GPS observation.
County of Gilpin, State of Colorado
EXHIBIT 2

Premises
(The below may be replaced with a final survey and legal description of the Premises)
EXHIBIT 3

Memorandum of Option to Lease

(Attached)
Upon Recording Return to:
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg

Site Name: Blackhawk
Site Number: US-CO-5063

**MEMORANDUM OF OPTION TO LEASE**

This Memorandum of Option to Lease ("Memorandum") evidences an Option and Lease Agreement (the "Lease") between City of Black Hawk, a Colorado municipal corporation (the "Landlord"), whose address is, 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Tenant"), dated ________________, 201___ (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "Option"). The Option commenced as of the Effective Date and shall continue in effect for a period of one (1) year from the Effective Date and may be renewed by Tenant for an additional one (1) year period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;

2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

3. Landlord may not subdivide the Property without Tenant’s prior written consent; and
4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE as of the date last signed by a party hereto.

WITNESSES:

Name: __________________________________________
Name: __________________________________________

LANDLORD:

City of Black Hawk
a Colorado municipal corporation

By: __________________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

STATE OF ______________________
COUNTY OF ____________________

The foregoing instrument was acknowledged before me this ______________________, 201__, by ______________________ (name of officer or agent), ______________________ (title of officer or agent) of the City of Black Hawk, a Colorado municipal corporation, on behalf of the corporation.

______________________________________________
Notary Public

Printed Name: _________________________________

My Commission Expires:

______________________________________________
[Tenant’s Signature Page to Memorandum of Option to Lease]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ________________, 201__ by ______________________ (name of officer or agent), ______________________ (title of officer or agent) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

________________________________________
Notary Public

Printed Name: ____________________________

My Commission Expires:

________________________________________
EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Township 3 South, Range 72 West, Sixth Principal Meridian.

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

Beginning at a Point which is the center of the proposed Tower as monumented by a 2.5" aluminum cap, LS # 23502 from which the North Quarter corner of said Section 18 bears North 16° 47' 59" East 1279.38 feet, said cap also bearing North 4º 35' 40" West 43.91 feet from a southerly corner of said Lot 2 as monumented by a rebar and plastic cap, thence South 45° 00' 00" East 5.0 feet to the external boundary of the proposed Tower Site, this being the Point of Beginning of the herein described Tower Site, thence the following courses around said Tower Site:

1. North 45° 00' 00" East 12.50 feet;
2. North 45° 00' 00" West 25.00 feet;
3. South 45° 00' 00" West 25.00 feet;
4. South 45° 00' 00" East 25.00 feet;
5. North 45° 00' 00" East 12.50 feet to said Point of Beginning.

This building envelope contains 625 square feet more or less.

The basis of bearing used is Geodetic NORTH as determined through RTK GPS observation.
County of Gilpin, State of Colorado.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant’s guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.
EXHIBIT 4

Memorandum of Lease

(Attached)
Upon Recording Return to:  
Vertical Bridge Development, LLC  
750 Park of Commerce Drive, Suite 200  
Boca Raton, FL 33487  
Attn: Daniel Marinberg  

Site Name: Blackhawk  
Site Number: US-CO-5063  

MEMORANDUM OF LEASE  

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between City of Black Hawk, a Colorado municipal corporation (the "Landlord"), whose address is 201 Selak Street, Black Hawk, CO 80422, and Vertical Bridge Development, LLC, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, FL 33487 ("Tenant"), dated _________________, 201__ (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.  

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _______________. The Lease provides for the lease by the Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:  

1. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord’s lien to the liens of Tenant’s mortgagees;  

2. The Lease restricts Landlord’s ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;  

3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for wireless communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. The Lease may be assigned only in its entirety and only to a purchaser of the fee interest of the Property;

8. Landlord may not subdivide the Property without Tenant’s prior written consent; and

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:  

Name: ____________________________  

_______________________________  

Name: ____________________________  

LANDLORD:  

City of Black Hawk  
a Colorado municipal corporation  

By: ____________________________  

Name: ____________________________  

Title: ____________________________  

Date: ____________________________  

STATE OF ______________________  
COUNTY OF ____________________  

The foregoing instrument was acknowledged before me this ____________________, 201__ by ____________________, (name of officer or agent), ____________________, (title of officer or agent) of the City of Black Hawk, a Colorado municipal corporation, on behalf of the corporation.

_______________________________  
Notary Public  

Printed Name: ______________________  

My Commission Expires: _______________________
[Tenant’s Signature Page to Memorandum of Lease]

WITNESSES:

Name:__________________________

Name:__________________________

Name:__________________________

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

By:__________________________

Name:__________________________

Title:__________________________

Date:__________________________

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _________________, 201___ by __________________________ (name of officer or agent), __________________________ (title of officer or agent) of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

________________________________________
Notary Public

Printed Name:__________________________

My Commission Expires:

________________________________________
EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Township 3 South, Range 72 West, Sixth Principal Meridian.

Section 18: A 25' by 25' Tower Site within NE1/4NW1/4 of said Section, said Tower Site also being wholly within Lot 2, Block 1 of the Miners Mesa Subdivision Filing NO. 4, said Subdivision having a reception number of 147815 in the records of Gilpin County, being more particularly described as follows:

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1. North 45° 00' 00" East 12.50 feet;
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County of Gilpin, State of Colorado

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant’s guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area
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
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 5-2019  

TITLE: 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  

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 PEH Architects in an amount not to exceed $840,095.00 for design services related to the Gregory Street Phase 2 Project, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 23rd day of January, 2019.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Resolution 5-2019, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Gregory Street Phase 2 Project.

RECOMMENDATION:
If City Council chooses to approve Resolution 5-2019, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: “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.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
This Professional Services Agreement with PEH Architects encompasses complete design fees for the following:

- Renovation of the McAfee House (305 and 311 Gregory Street)
- Renovation of the Woodbury House (321 Gregory Street)
- Renovation of the Norton House (351 Gregory Street)
- New fire truck display building west of the Norton House
- New public restroom building between the historic church and the Norton House
- Renovation of the Bobtail Mine building (426 Gregory Street)
- Relocation and renovation of the Bunk House (261 Gregory Street)
- Miscellaneous design services for the proposed plaza area, including design of stairs and walls

The attached Gregory Street Master Plan shows the plaza area and buildings included within this Professional Services Agreement. This Agreement does not include services to renovate the properties at 211 and 221 Gregory Street; a separate Agreement for this work will be presented at a subsequent Council meeting.

PEH has successfully completed many projects involving historic structures for the City of Black Hawk. PEH’s fees are in line with fees they have received for previous projects within the City.

FUNDING SOURCE: Preservation / Program Expenses: 203-0000-502-58-00

AGENDA DATE: January 23, 2019

ORIGINATED BY: Matt Reed/Tom Isbester

STAFF PERSON RESPONSIBLE: Matt Reed/Tom Isbester

PROJECT COMPLETION DATE: Construction to completed by December 31, 2020
DOCUMENTS ATTACHED:  Gregory Street Master Plan  
                      PEH Agreement

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

SUBMITTED BY:  

[Signature]

Thomas Isbester, Public Works Director

REVIEWED BY:  

[Signature]

Stephen N. Cole, Acting City Manager
NEW PUBLIC RESTROOMS

STAIRWAY AND Ramps

FIRE TRUCK DISPLAY BLDG

BOBTAIL MINE DISPLAY

POTENTIAL EASTBOUND
BUS STOP

RESTORED AND
RELOCATED
"BUNKHOUSE"

Gregory Street Master Plan
City of Black Hawk, CO
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 PEH Architects (hereinafter referred to as "Contractor").

RE bâtals:

A. The City requires miscellaneous professional architectural 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 architectural 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 Eight hundred forty thousand ninety-five dollars ($840,095.00) 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 claim-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:

PEH Architects
1319 Spruce Street, Suite 207
Boulder, Colorado 80302
Attn: Peter Heinz
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

PEH Architects

By: __________________________

_______________________________
Its:

STATE OF COLORADO

COUNTY OF BANNED

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 31st day of JANUARY, 2019, by

_______________________________
PETER E. HEINZ,
PEH ARCHITECTS INC.

as the President of

My commission expires: ____________

(SEAL)

VICTORIA AUSTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20084022003
COMMISSION EXPIRES 01/12/2023

10
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: PEH Architects
(Prospective Contractor)

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

Project Name Gregory Street Phase 2 Architectural 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 3 day of JANUARY, 2019.

Prospective Contractor: PEH ARCHITECT INC.

By: [Signature]

Title: [Signature]
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.

\textit{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.

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

\[\text{Signature} \quad \text{Date}\]
DEPARTMENT PROGRAM AFFIDAVIT

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

I, PETER E. HEINZ, 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

COUNTY OF BERNER

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3 day of JANUARY, 2019, by PETER E. HEINZ as PRESIDENT of PEH ARCHITECTS INC.

My commission expires: 1/12/2023

(S E A L)

Notary Public

VICTORIA AUSTIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20084022003
MY COMMISSION EXPIRES 01/12/2023
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
### Gregory Street Plaza Project
Black Hawk, Colorado

#### Summary of Architectural/Engineering Fees

<table>
<thead>
<tr>
<th>Building</th>
<th>Size</th>
<th>Construction Cost</th>
<th>A/E Fee</th>
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<tbody>
<tr>
<td></td>
<td>SF</td>
<td>$/SF</td>
<td>Ttl.</td>
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<tr>
<td>Fire Truck Display</td>
<td>800</td>
<td>550</td>
<td>440,000</td>
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<tr>
<td>Public Restrooms</td>
<td>400</td>
<td>550</td>
<td>220,000</td>
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<tr>
<td><strong>Subtotal New Construction</strong></td>
<td></td>
<td></td>
<td>660,000</td>
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<tr>
<td>305 Gregory - McAfee#1</td>
<td>742</td>
<td>750</td>
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<tr>
<td>Addition</td>
<td>126</td>
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<tr>
<td>(N) 1 story connector</td>
<td>220</td>
<td>550</td>
<td>121,000</td>
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<tr>
<td>311 Gregory - McAfee#2</td>
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<td>1,203,750</td>
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<tr>
<td>Addition</td>
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<td>550</td>
<td>165,000</td>
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<tr>
<td><strong>Subttl. for entire McAfee</strong></td>
<td>2,993</td>
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<td>2,115,550</td>
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<td>321 Gregory - Woodbury</td>
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<td>780</td>
<td>1,430,520</td>
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<td>Addition</td>
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<td><strong>Subtotal for Woodbury</strong></td>
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<td>351 Gregory - Norton</td>
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<td>Bunk House</td>
<td>275</td>
<td>625</td>
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<td><strong>Subtotal Rehabilitation Construction</strong></td>
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<td>Bobtail Building</td>
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<td>Bobtail Deck surround</td>
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<td><strong>Subtotal Bobtail Building</strong></td>
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<td>Totals</td>
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SCOPE OF WORK

Date: December 21, 2018

Re: Gregory Street Master Plan
Black Hawk, CO

The following is a summary of our scope of services for the Gregory Street Master Plan project which consists of the following:

- A/E services for two new structures on the plaza consisting of the Fire Truck Display building and the Public Restrooms building.
- A/E services for elevating (to align with proposed new plaza grades) and renovation (to obtain a Certificate of Architectural Compatibility) of five existing structures, consisting of the McAfee (actually two structures "stitched together") with rear addition, the Woodbury with rear addition, the Norton, the Bunk House and the Bobtail building.
- Master Plan Site Improvements services for some of the components of the new plaza design.

Fire Truck Display Building

- New single-story building.
- Conditioned building (heating/cooling).
- Primarily glass exterior with fire truck access opening.
- Assumed to be closed to the public, unless supervised tour.
- Surrounded by a terraced walking surface on public view sides.
- Assume limited site design to connect building entry, and terraced walk to surrounding master plan grading.

Public Restrooms Building

- New single-story building.
- Design ADA accessible restrooms with drinking fountains.
- Design janitor closet.
- Assume limited site design to connect building entry to surrounding master plan grading.

305 Gregory Street - McAfee #1 and 311 Gregory Street - McAfee #2

- Two historic two-story wood residential buildings.
- Assume to be low intensity retail use first floor with retail storage on second floor.
- As-built measurements and drafting of the existing conditions.
- Design new foundation, utility connections, and complete rehabilitation.
- Warm-white-box level of interior finish, includes painted gyp. board wall/ceilings w/ casing and baseboards. Floor finish TBD. Restroom to have tile floor/wall finishes.
- Design one unisex ADA accessible restroom.
- Design rough-in for 2nd restroom (back-to-back with restroom #1).
- Design rear 1st floor addition with access to service drive.
321 Gregory Street (yellow w/ blue trim) Woodbury
- Historic two-story wood residential building.
- Assume to be low intensity retail use first floor with retail storage on second floor.
- As-built measurements and drafting of the existing conditions.
- Design new foundation, utility connections, and complete rehabilitation.
- Warm-white-box level of interior finish, includes painted gyp. board wall/ceilings w/ casing and baseboards. Floor finish TBD. Restroom to have tile floor/wall finishes.
- Design one unisex ADA accessible restroom.
- Design rough-in for 2nd restroom (back-to-back with restroom #1).
- Design rear 1st floor addition with access to service drive.

351 Gregory Street (yellow w/ green trim) Norton
- Historic two-story wood residential building. Roughly 2,080 square feet.
- Assume to be low intensity retail use first floor with retail storage on second floor.
- As-built measurements and drafting of the existing conditions.
- Design new foundation, utility connections, and complete rehabilitation.
- Warm-white-box level of interior finish, includes painted gyp. board wall/ceilings w/ casing and baseboards. Floor finish TBD. Restroom to have tile floor/wall finishes.
- Design one unisex ADA accessible restroom.
- Design rough-in for 2nd restroom (back-to-back with restroom #1).

Bunk House
- Relocate/stabilize historic single-story wood frame building across Gregory St. onto the Bobtail site.
- Assumed to be storage use with power and lighting.
- No heating/cooling will be provided.
- As-built measurements and drafting of the existing conditions.
- Design new foundation and rehabilitate exterior.
- Design site grading & minimal retaining walls.
- Relocation engineering fee by successful Design/Build GC.

Bobtail Building
- Rehabilitate historic single-story stone masonry building.
- To be used for ticket sales and interpretive displays.
- As-built measurements and drafting of the existing conditions.
- Full rehabilitation, foundation, structure, HVAC, electrical. Conditioned building (heating/cooling).
- Design one unisex ADA accessible restroom.
- Wrap around wood deck with guardrail.
- Wood stair to public walk and concrete accessible ramp to public walk.
- Limited site design to connect building stair and ramp to public walk.
Master Plan Site Improvements - (MHD Design representative)

- Design stairs, accessible ramps, handrails and guardrails.
  a. Upper stair at High Street roughly 500 square feet
  b. Center plaza stair with ramp, roughly 1,800 square feet
  c. Center plaza 1:12 ramp, roughly 1,200 square feet
  d. Lower stair with ramp to Church Street, roughly 2,800 square feet
- Design Gregory Street retaining walls and plaza retaining walls.
  a. Bus stop retaining wall roughly 20 linear feet
  b. Gregory retaining wall roughly 192 linear feet
- Design site lighting (lamp posts, step lights and bollards). Include photometric study.
- Design stair/handrail/guardrail and retaining walls for access from Gregory Street to Plaza.
- Coordinate design of service drive behind Woodbury, McAfee and future Brewery bldgs.

Coordination of Consultants

- Include and coordinate structural, mechanical, plumbing and electrical engineering for each building within our scope.
- Coordinate civil and electrical for site improvements.
- Coordinate civil for utility connections to each building.
- Coordinate civil for design and relocation of flume.

Not Included

- Interpretive signage, graphics, or structures.
- Mining Display.
- Mule Petting area.
- Public Walk along Gregory Street
- Meeting nook adjacent to the parking garage
- Ornamental plaza surfaces.
- Design/selection of plaza furnishings (benches, trash, planters).
- FEMA submittals are not expected to be needed and are not included in this scope.
- Existing conditions memo written narrative describing the properties existing conditions.
- Design review or OAC construction meeting minutes.
- Coordination/communications with Xcel Energy, phone/internet providers and other service providers for utility service relocation.
- Construction cost estimates.
- Interior lighting photometric studies, unless noted otherwise.
- 11 month walk through.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2019

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

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

PRODUCER
Taggart and Associates, Inc
1680 38th Street, Suite 110
P. O. Box 147
Boulder CO 80306

INSURED
PEH Architects, Inc.
DBA: PEH Architects, Inc.
1319 Spruce Street, Suite 207
Boulder CO 80302

CONTACT NAME: Ridwan Motala
PHONE/AIC No.: (303) 442-1484
FAX/AIC No.: (303) 442-8822
E-MAIL Address: certificates@taggartinsurance.com

INSURER/INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Travelers Indemnity of America 25666
INSURER B: Travelers Indemn Co of CT 25682
INSURER D:
INSURER E:
INSURER F:

COVERAGE

CERTIFICATE NUMBER: 18/19 Master

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Blackhawk and and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.

CERTIFICATE HOLDER
clinker@cityofblackhawk.org
City of Black Hawk
PO Box 68
Black Hawk, CO 80402

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

AUTHORIZED REPRESENTATIVE
Ridwan Motala/RA

© 1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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

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

**Producer:**
Pinnacol Assurance
7501 E. Lowry Blvd.
Denver, CO 80230-7006

**Insured:**
Peh Architect Inc
1319 Spruce Street #207
Boulder, CO 80302

<table>
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**Insurer(s) Affording Coverage NAC#**

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<td>Insurer F:</td>
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**Coverages Certificate Number:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

| LIMIT | TYPE OF INSURANCE | AND EXCESS LIABILITY | OCCUR | CLMRS-MADE | LOC
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| GNL AGGREGATE LIMIT APPLIES PER POLICY | PROJECT | LOC
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| ANY AUTO | OWNED | AUTO ONLY | SCHEDULED AUTOS | NON-OWNED | AUTO ONLY |
| Hired | | | | |
| UMBERLLA LIABILITY | | | | | |
| OCCUR | CLAIMS-MADE |
| EXCESS LIABILITY | | | | | |
| DED | RETENTION |
| WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | | |
| AN EMPLOYEE INJURIES/EVENTS EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NM) | Y/N | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | |

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**Description of Operations/locations/vehicles:** Additional Remarks Schedule, may be attached if more space is required. Unless otherwise stated in the policy provisions, coverage in Colorado only.

**Certificate Holder:**

1950367
City of Black Hawk
PO Box 88
Black Hawk, CO 80422

**Cancellation:**

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

**Authorized Representative:**

Pinnacol Assurance

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CERTIFICATE HOLDER COPY

City of Black Hawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER
The Certificate of insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT (CONT)
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
PUI Agency of Colorado, Inc.
PO Box 3412
Littleton, CO 80161-3412
Gladys L. King

INSURED
PEH Architects
Peter Heinz, AIA d/b/a
1319 Spruce Street, Suite 207
Boulder, CO 80302

INSURER(S) AFFORDING COVERAGE
NAC #
NAGV Insurance Company
42307

COVERAGES
CERTIFICATE NUMBER:

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
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<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>DAMAGE TO RENTED PREMISES (Ex. occurrence)</td>
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<td>S.C.DLY INJURY (Per accident)</td>
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<td>RETENTION $</td>
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Professional Liab
CM18DPL031767IV
01/26/2018 01/26/2019
Ea Claim
Aggregato
2,000,000
2,000,000

CERTIFICATE HOLDER
CITYBLK

CANCELLATION

City of Black Hawk
PO Box 68
Black Hawk, CO 80422-0068

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
RESOLUTION 6-2019
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2019
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 6-2019

TITLE: A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS
FOR CALENDAR YEAR 2019

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 Services Agreements for the Public
Works Department with the entities and for the services set forth below (the “Agreements”), and
authorizes the Mayor to sign the Agreements on behalf of the City.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-Way</td>
<td>Residential Trash Service</td>
</tr>
<tr>
<td>Sun Valley Electric</td>
<td>Electrical</td>
</tr>
<tr>
<td>Encore Electrical Solutions, LLC</td>
<td>Electrical</td>
</tr>
<tr>
<td>Logical Systems, Inc.</td>
<td>Controls-water system</td>
</tr>
<tr>
<td>Leonard Rice Engineers, Inc.</td>
<td>Water Rights Accounting/Engineering</td>
</tr>
<tr>
<td>Baseline Engineering Corp</td>
<td>Surveying</td>
</tr>
<tr>
<td>Grapes and Sons Excavating LLC</td>
<td>Waterline repair and general excavation</td>
</tr>
</tbody>
</table>

RESOLVED AND PASSED this 23rd day of January, 2019.

__________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 6-2019, a Resolution authorizing the Mayor to execute the agreements for various annual service providers for calendar year 2019.

RECOMMENDATION: If City Council chooses to approve of Resolution 6-2019, the recommended motion is as follows: "Motion to approve Resolution 6-2019, a Resolution approving certain Service Agreements for calendar year 2019”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The Public Works Department utilizes several service providers to supplement services provided to the City for engineering and related service activities. These services are typically completed on a T&M basis and unit prices are established with these agreements. These are budgeted items:

- One-Way Residential Trash Service
- Sun Valley Electric Electrical
- Encore Electrical Solutions, LLC Electrical
- Logical Systems, Inc. Controls-water system
- Leonard Rice Engineers, Inc. Water Rights Accounting/Engineering
- Baseline Engineering Corp Surveying
- Grapes and Sons Excavating, LLC Waterline repair and general excavation

FUNDING SOURCE: varies by project

AGENDA DATE: January 23, 2019

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: agreements

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director

Stephen N. Cole, Acting City Manager
THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the "Third Addendum") is made and entered into this __________________ day of 201__, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and One Way, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On December 9, 2015 the City and Contractor entered into a Professional Services Agreement (the “Agreement”).

B. On January 11, 2017 the City and Contractor entered into the First Addendum to Professional Services Agreement (the “First Addendum”).

C. On December 28, 2017 the City and Contractor entered into the Second Addendum to Professional Services Agreement (the “Second Addendum”).

D. The parties desire to further extend the Agreement with this Third Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this Third Addendum.

1. The contract term for the Agreement is hereby extended by this Third Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor’s rate schedule attached hereto as Exhibit A, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement, the First Addendum, the Second Addendum and this Third Addendum constitute all of the agreements between the City and the Contractor.

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________
ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONTRACTOR

By: [Signature] Allison Westfall
Print Name
Title: Director of Operations
Date: 12/04/2018

ATTEST:

By: [Signature] Anna Gal.
Print Name
Title: Admin Assistant
Date: 12/04/18
CITY OF BLACKHAWK  
ATTN ERIN SCULLY  
P.O. BOX 68  
BLACK HAWK CO 80422  

Account No.: 10477  
RE: Exhibit B  

Dear Black Hawk,  

One Way, Inc. proposes to pick up trash from all residential homes within the City of Black Hawk, excluding properties associated with the Opera and commercial accounts, under the following terms and conditions.  

Term: January 1, 2019 – December 31, 2019  

Service: One Way will provide weekly collection of up to 128 gallons of household trash generated by the residents of said homes for one year at the rate of $1472.90 per month. Trash fees not to exceed $17674.80 for term of contract.  

Containers: Not provided.  

Routing: Weekly collection to occur on Thursdays. Collection will be curbside near the homeowner’s house. Material must be out no later than 8:00 A.M.  

Material Transport: Once collected, One Way will assume all responsibility to transport trash and recycling to an approved disposal site.  

Inclement Weather: In the event of snow and ice our operators will chain up ensure that routes are completed to the absolute best of their abilities.  

Licensing: One Way will hold liability insurance with limits of 1,000,000.00 per occurrence for the term of the contract.  

Service Suspensions/Holds: Credit is not offered.  

Overflow: It is our intent to keep all regular trash volumes contained inside of a container. However, each household will be allowed occasional collection of slight overflow. If sizeable amounts of trash are out for collection, we will only collect material inside of subscribed limit unless appropriate arrangements with the resident or management have been made.  

Special Collections: Residents may schedule special collections of sizable amounts of discards and large or bulky items. Special collections will be billed directly to the resident.
**Restricted Items:** The following items are restricted. If found in the garbage, then the resident will be held accountable for any additional fees:

   NO ashes.
   NO car batteries, paints, chemicals, explosives, tires or other items banned by the landfill.
   NO electronics associated with (but not limited to) televisions, computers or gaming consoles.
   NO refrigerators, freezers, air conditioners or any other object that contains Freon.
   NO hazardous material, mercury-containing devices, medical waste, syringes & lancets
   NO non-compactable material. Such as, but not limited to
       Animal manure, Auto Parts, Bricks, Concrete, Construction Debris, Demolition Debris,
       Dirt, grass, gypsum board/ drywall, metal containers/ drums/ posts/ scrap, un-broken
down pallets, pine needles, plywood, railroad ties, rock, sand, shingles, sod, tile, wood/
       2x4's/ stumps, etc.

**Holiday Schedule:** No routes will be run on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. On these holidays and the subsequent days of that week routes will be completed one day late.

**Billing:** Monthly invoices will be submitted to

   City of Black Hawk
   Attn Public Works
   P.O. Box 68
   Black Hawk CO 80422

Service is billed one month in advance. One Way begins service as a courtesy, but expects payment in full within 30 days.

**Agreement for Professional Services:** The terms and conditions of the “Agreement for Professional Services” made on January 1, 2019 shall be applied to this proposal.

Sincerely,

Allison Westfall  
*Director of Operations*  
*One Way, Inc.*
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE INSURED AS OF THE DATE OF ISSUE AND IS NOT A SUBSTITUTE FOR THE INSURANCE POLICY(S) ISSUED TO THE INSURED. THE INSURED MUST REFER TO THE INSURANCE POLICY(S) ISSUED TO THE INSURED FOR THE ALLEGED HINDSIGHT OF THE COVERAGE AFFORDED BY THIS CERTIFICATE.

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

PRODUCER
Brown & Brown Inc
4532 Boardwalk Dr, Suite 200
Fort Collins, CO 80525
Tyler McCallister
970-482-7747

CONTACT
Allison Heeren
PHONE (970) 482-7747
FAX 970-484-4165
E-MAIL ADDRESS: certificates@bbcolorado.com

INSURER AFFORDING COVERAGE
IN NAIC #: 10804
INSURER D:
INSURER E:
INSURER F:

COVERAGES

COVERAGE NUMBER:

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADD'L NUMBER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
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<tbody>
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<td>CPA316258820</td>
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<td>01/01/2020</td>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td></td>
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<th>LIMITS</th>
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<td>01/01/2019</td>
<td>01/01/2020</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>OWNED</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

City of Blackhawk and its officers and employees are additional insureds per forms and conditions on page 2.

CERTIFICATE HOLDER
City of Blackhawk
Director of Public Works
PO Box 68
Blackhawk, CO 80422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tyler McCallister

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
FIRST ADDENDUM TO SERVICES AGREEMENT

THIS FIRST ADDENDUM TO SERVICES AGREEMENT (the “First Addendum”) is made and entered into this 6th day of December 2018, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Sun Valley Electric (hereinafter referred to as "Contractor").

RECITALS:

A. On September 12, 2018 the City and Contractor entered into a Services Agreement (the “Agreement”).

B. The parties desire to further extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. The contract term for the Agreement is hereby extended by this First Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor’s rate schedule attached hereto as Exhibit A, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.
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
City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann
City Attorney

SUN VALLEY ELECTRIC

By: _____________________________
    _____________________________
    Matt Weber  
    Print Name  
    Chief Project Manager  12/6/18
    Title  
    Date

Lorinda Gale
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174037679
MY COMMISSION EXPIRES 9/11/2021
INDUSTRIAL T&M RATE SHEET

2019

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<td>Apprentice Electrician</td>
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<td>$97.50/Hr.</td>
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<td>Project Management/Supervisory Time</td>
<td>$85.00/Hr.</td>
<td>127.50/Hr.</td>
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*Aerial/Excavation equipment is not included in standard rates, and will be billed at rental rate plus 10%*

*Materials purchased by SVE will be billed at cost plus 10%*
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**Producer:**
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

**Contact Name:** CLIENT CONTACT CENTER  
**Phone (A/C, No, Ext.):** 866-333-4949  
**Fax (A/C, No):** 507-446-4664  
**E-Mail Address:** CLIENTCONTACTCENTER@FEDINS.COM

**Insured:**
SUN VALLEY ELECTRIC INC  
5475 HIGHWAY 86 UNIT 2  
AND 3  
ELIZABETH, CO 80107-7451  
**Certificate Number:** 135  
**Revision Number:** 0

**Coverages**

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<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
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**Workers Compensation and Employers' Liability**

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<tr>
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Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Certificate Holder**

357-194-0  
CITY OF BLACKHAWK  
987 MINERS MESA ROAD  
KHAWK, CO 80422

**Cancellation**

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

Authorized Representative

Michael Ken

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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT: CITY OF BLACKHAWK
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
# Certificate of Liability Insurance

**Producer:**
IMA Select LLC - Denver Branch  
1705 17th Street Suite 100  
Denver, CO 80202

**Contact:**
Name: (303) 534-4567  
Fax: (303) 534-0600  
Address: NAIC #: 41190

**Insured:**
Sun Valley Electric  
5475 Hwy 86  
Elizabethtown, CO 80107

## Coverages

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<td>OWNED AUTOS ONLY</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>UMBRELLA LIABILITY OCCUR CLAIMS-MADE</td>
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<td>EXCESS LIABILITY OCCUR CLAIMS-MADE</td>
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<td>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</td>
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</tr>
<tr>
<td>ANY PROPRIETOR/Partner/Executive OFFICER/OWNER (Excluded) (Mandatory In NY)</td>
<td></td>
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<td></td>
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| N/A | 1497660 | 04/01/2018 | 04/01/2019 | X | | Any: 1,000,000  
E. L. EACH ACCIDENT: 1,000,000  
E. L. DISEASE - EA EMPLOYEE: 1,000,000  
E. L. DISEASE - POLICY LIMIT: 1,000,000

**Certificate Holder:**
City of Blackhawk  
987 Miners Mosa Road  
Black Hawk, CO 80422

**Cancellation:**

**Description of Operations/Locations/Vehicles:**
Project: City of Blackhawk

**ACORD 25 (2016/03)**  
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The ACORD name and logo are registered marks of ACORD
FIRST ADDENDUM TO SERVICES AGREEMENT

THIS FIRST ADDENDUM TO SERVICES AGREEMENT (the “First Addendum”) is made and entered into this ___ day of ____ 2019, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Encore Electrical Solutions, LLC (hereinafter referred to as "Contractor").

RECAPITALS:

A. On December 11, 2017 the City and Contractor entered into a Services Agreement (the “Agreement”).

B. The parties desire to further extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. The contract term for the Agreement is hereby extended by this First Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor’s rate schedule attached hereto as Exhibit A, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By:
Thomas Isbester, Public Works Director
David D. Spellman, Mayor

ATTEST:

Erin Scully, Administration Assistant
Melissa A. Gremer, City Clerk

ENCORE ELECTRICAL

By:

Randy Sewald
Print Name

Director of Service & Special Projects
Title

ATTEST:

Print Name

Service Accountant
Title
Date
January 8, 2019

Mr. Jason Fredericks  
City of Black Hawk  
Public Works Department  
P.O Box 68  
Black Hawk, CO 80422

Re: Attachment A - City of Black Hawk Electrical Services Agreement

Dear Jason,

As your current electrical contractor, it has been an honor serving you as key construction partner for the City of Black Hawk’s Electrical Service needs.

Please know our Service Division is qualified to support the city’s needs. We offer 24/7 maintenance solutions for all your future electrical projects. With our responsive, technical, and highly trained staff, we offer same-day service calls with local technicians that work and live in your area.

<table>
<thead>
<tr>
<th>Service Technician:</th>
<th>$96.00/Hourly Regular Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Technician:</td>
<td>$144.00/Hourly Overtime Rate</td>
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<tr>
<td>Service Technician:</td>
<td>$192.00/Hourly Holidays Rate</td>
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<tr>
<td>Apprentice:</td>
<td>$64.00/Hourly Regular Rate</td>
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<td>Apprentice:</td>
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</tr>
<tr>
<td>Apprentice:</td>
<td>$128.00/Hourly Holiday Rate</td>
</tr>
</tbody>
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Material /Supplies:  
Trade Service Cost plus 25% mark up

Rentals/Subcontractors:  
Cost plus 15% markup

Notes:  1) Labor rates apply to work during normal business hours (7:00 AM to 5:00 PM).  
2) Round trip travel time is charged from I-70/C-470 interchange.

Encore will be happy to provide cost estimates/budget on any future capital projects.

Sincerely,

Randy Sewald  
Director Service and Special Projects
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Holmes Murphy & Assoc - WDM
PO Box 9207
Des Moines, IA 50306-9207

FOUR INSURED
Encore Electric, Inc.
7125 W. Jefferson Avenue, Suite 400
Lakewood, CO 80235

COVERAGE
CERTIFICATE NUMBER: 54932560
REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
<th>AGENT/OWNER INFO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<td>01/01/19</td>
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<td>OTHER</td>
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<td>OCCUR CLAIMS-MADE</td>
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<td>01/01/19</td>
<td>05/01/20</td>
<td>$15,000,000</td>
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<tr>
<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/EXCLUDED</td>
<td>WC1112115-00</td>
<td>01/01/19</td>
<td>05/01/19</td>
<td>$1,000,000</td>
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<td>AND EMPLOYERS LIABILITY</td>
<td>(Mandatory in CA)</td>
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<td>IF YES, DESCRIBE UNDER</td>
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<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Black Hawk

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
POLICY NUMBER: 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
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<table>
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<tr>
<th>Endorsement Effective Date:</th>
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<tbody>
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</table>

SCHEDULE

<table>
<thead>
<tr>
<th>Name(s) Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the “Third Addendum”) is made and entered into this 13th day of December, 2018, by and between the City of Black Hawk, Colorado (hereinafter referred to as the “City”) and Logical Systems, Inc., (hereinafter referred to as "Contractor").

RECITALS:

A. On January 27, 2016 the City and Contractor entered into a Professional Services Agreement (the “Agreement”).

B. On January 18, 2017 the City and Contractor entered into the First Addendum to Professional Services Agreement (the “First Addendum”).

C. On December 13, 2017 the City and Contractor entered into the Second Addendum to Professional Services Agreement (the “Second Addendum”).

D. The parties desire to further extend the Agreement with this Third Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this Third Addendum.

1. The contract term for the Agreement is hereby extended by this Third Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor’s rate schedule attached hereto as Exhibit A, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement, the First Addendum, the Second Addendum, and this Third Addendum constitute all of the agreements between the City and the Contractor.
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
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

LOGICAL SYSTEMS, Inc.

By: ________________________________
    Print Name
    Title
    Date

ATTEST:

By: ________________________________
    Print Name
    Title
    Date

LSI 2019 On-Call
Bid Prepared by LOGICAL SYSTEMS, LLC - Golden Branch
Proposal No. 17063
City of Black Hawk Water Treatment Plants
Professional Services 2019

This document is confidential information of Logical Systems, LLC and is only for use by City of Black Hawk and Logical Systems, LLC. All information contained herein is to be strictly controlled and in no case can this information be shared outside of the parties listed here without prior written consent from both parties.
Table of Contents

Overview .................................................................................................................. 2
1 Scope of Work ........................................................................................................ 3
2 Pricing .................................................................................................................... 4
3 Assumptions, Exclusions and Clarifications ..................................................... 5
4 Terms and Conditions ........................................................................................ 5

Overview

Logical Systems is pleased to present this Time and Material proposal for the professional services required to supply controls and instrumentation support of the Water Treatment Plants for the City of Black Hawk.

If accepted, this document forms the entire basis for the contract between the two parties. No other terms or agreements, unless explicitly referenced in this document, are agreed to. A written purchase order is required for confirmation of the order and must reference this proposal number.
1 Scope of Work

The scope of work included herein is to provide the City of Black Hawk (COBH) professional services for control and instrumentation system support for the COBH water treatment plants and distribution system. Services may include, but are not limited to design, analysis, PLC programming, SCADA programming, system troubleshooting, opinions of probable cause, installation cost estimates, consultations, presentations, and meeting attendance and materials/instrument/equipment supplies and installation. Requests for services made by the COBH may be either in writing or verbal. Logical Systems Inc. shall confirm all requests for services in writing. LSI 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.

To accomplish the requested support, LSI will initially provide a Level IV Senior Controls Engineer to serve as a single point of contact. The assigned engineer (Lead Engineer) will have the sufficient experience and skills to provide for your instrumentation, hardware and software support requirements to maintain your facilities. As with any new client there will be a learning period to understand your process, individual locations and how to interact with your staff. Our goal will be to involve more engineers as projects allow to get familiarity with systems in order to provide you with a multilayer engineering support group. The Lead Engineer will be responsible for insuring that anyone assigned to the work has the necessary skills, is briefed on the work at hand, and maintains quality and consistency in the services we provide.

It is recognized by the parties that the aforementioned scope of services is based on the current evaluation and corresponding request by City of Black Hawk and it is possible that variations in the scope of services specified herein may be adjusted from time to time based on newly found needs and requirements at the facility. In such an event, Logical Systems will use its best efforts to keep City of Black Hawk informed of any such variations and, in any event, shall receive City of Black Hawk's advance approval prior to undertaking any variations that will increase the costs of services by Logical Systems to City of Black Hawk.
2 Pricing

Support for the COBH will be handled on a Time and Materials basis as defined below. While we cannot guarantee the overall support engineering level requirements we believe, based on our meeting, that it would not be higher than a Level IV Controls Engineer whose rate is included below. For other rates please see the 2018 Rate Sheet, attached.

Normal business hours (1)
Standard rates plus travel expenses would apply for services provided during normal business hours.

Level IV Controls Engineer $131.50 / Hour

Outside normal business hours
Service call rates plus travel expenses would apply for services outside of normal business hours.

Service Call Support $212 / Hour, 4 hour minimum, 2 hour minimum if resolved remotely

Material Procurement
All materials will be priced at cost(2) plus a 15% mark-up with freight added at cost when applicable.

Notes:
1. Normal business hours are defined as Monday through Friday, 7:00 am to 4:00 PM MST.
2. LSI is a large quantity buyer of industrial control components. All current and future negotiated discounts will be passed on to COBH.
3. Federal, state, or local taxes, fees, or permits are not included. LSI™ will be required to charge and collect sales tax unless furnished with the appropriate exemption documentation.
4. Any overtime required of LSI will be billed at 1.5 times the normal bill rate. Overtime is defined as work exceeding 8 hours in a 24-hour period, over 40 hours in 5 days and any support required on weekends. National holidays and Sunday’s will be billed at 2 times the normal rate. No overtime will be worked without prior approval by City of Black Hawk.

Remit Payments to:
Logical Systems, LLC
P O Box 341321
Memphis, TN 38184-1321
3 Assumptions, Exclusions and Clarifications

The following items are LSI's assumptions and/or exclusions for the scope of work defined herein.

1. None

4 Terms and Conditions

Terms and conditions shall be governed by the Professional Services Agreement between City of Blackhawk and Logical Systems Inc. dated January 4, 2016 as further amended by Amendment No. 2 effective December 13, 2017.

END OF PROPOSAL
# LSI Standard Rate Sheet

Effective January 1, 2018 through December 31, 2018

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<thead>
<tr>
<th>Classification / Title</th>
<th>Hourly Rate</th>
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<tr>
<td>Intern</td>
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<tr>
<td>Level I</td>
<td>74.50</td>
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<td>Level II</td>
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<td>Level III</td>
<td>114.50</td>
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<tr>
<td>Level IV / Senior</td>
<td>127.00</td>
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<tr>
<td>Level V / Lead</td>
<td>138.00</td>
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<tr>
<td><strong>DCS Software Developer / Programmer</strong></td>
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<tr>
<td>Level I</td>
<td>80.50</td>
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<tr>
<td>Level II</td>
<td>105.50</td>
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<td>Level III</td>
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<tr>
<td>Level IV / Senior</td>
<td>131.50</td>
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<tr>
<td>Level V / Lead</td>
<td>142.00</td>
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<td><strong>Controls Engineering</strong></td>
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<td>Level I</td>
<td>80.50</td>
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<td>Level II</td>
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<td>Level IV / Senior</td>
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<td><strong>Process Engineering</strong></td>
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<td>Level I</td>
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<td>120.50</td>
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<td>Level IV</td>
<td>138.00</td>
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<td>Level V</td>
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<td><strong>ERP / MES Developer</strong></td>
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<tr>
<td>Level I</td>
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<td>165.00</td>
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<td>Level I</td>
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### Designer / Controls Technician

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<td>Level V / Lead</td>
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### Project Manager / Construction Manager

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<tr>
<td>Level IV / Lead</td>
<td>149.00</td>
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### Safety Coordinator
- Rate: 74.50

### Safety Professional
- Rate: 100.00

### Principle Engineer / Engineering Manager
- Rate: 165.50

### Executive Engineer
- Rate: 179.00

### Project Support

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<td>Level II / Project Admin</td>
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### Project Contracts / Procurement Specialist

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<td>86.50</td>
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<td>104.00</td>
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### Fabrication / Field Technician

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<td>36.00</td>
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<tr>
<td>Level II</td>
<td>49.00</td>
</tr>
<tr>
<td>Level III</td>
<td>63.50</td>
</tr>
<tr>
<td>Level IV</td>
<td>73.50</td>
</tr>
</tbody>
</table>

### Service Call Support (Minimum 4hrs)
- Rate: 212.00

Over eight hours in 24-hour period..............1.5 times the hourly rate.
Over 40 hours in 5 days..........................1.5 times the hourly rate.
National holiday and Sunday....................2.0 times the hourly rate.

- No overtime without customer approval.
- Travel expenses are not included in the hourly rate. Billed at cost or IRS set per diem rates.
- Travel time will be billed at the regular rate portal to portal.
- Auto mileage billed at the IRS set amount.
- If an employee is required to be on site in excess of 2 weeks, normal expenses will include round trip transportation home once every two weeks.
In addition to the above hourly rates LSI will also charge 1.5% of the open invoice amount every 30th day from the invoice due date. Invoices shall be considered open until good funds are received by LSI. Notwithstanding any provisions in the contract or subsequent purchase orders to the contrary, LSI shall be allowed to assess and collect these charges on all projects to which this rate sheet is agreed to as part of the proposal or contract.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
McDaniel-Whitley, Inc.
P.O. Box 382007
Memphis, TN 38183-2007

INSURED
Logical Systems LLC; Logical Systems Inc;
LSI Construction, LLC
2756 Appling Center Cove
Memphis, TN 38133

CONTACT NAME: Tammy Quinn
PHONE (901) 881-6464
FAX (901) 881-6467
E-MAIL tquinn@mcwhins.com

INSURER(S) AFFORDING COVERAGE NAIC #
INSRER A: Hartford Accident & Indemnity 22357
INSRER B: Trubull Insurance Company 27120
INSRER C: Hartford Casualty Insurance 29424
INSRER D: Hartford Fire Insurance Company 18682
INSRER E: Kinsale Insurance Company 38920

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUB. W/WD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COM</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>20JUNIN9275</td>
<td>6/30/2018</td>
<td>6/30/2019</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>B AUT</td>
<td>AUTOMOBILE LIABILITY</td>
<td>20JUNIN9275</td>
<td>6/30/2018</td>
<td>6/30/2019</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>C UMB</td>
<td>UMBRELLA LIABILITY</td>
<td>2OJHUB8073</td>
<td>6/30/2018</td>
<td>6/30/2019</td>
<td>$15,000,000</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>D PRO</td>
<td>PROFESSIONAL LIABILITY</td>
<td>2OPROIB9275</td>
<td>6/30/2018</td>
<td>6/30/2019</td>
<td>Limit of Insurance</td>
<td>10,000,000</td>
</tr>
<tr>
<td>E POL</td>
<td>POLLUTION LIABILITY</td>
<td>POL01255354</td>
<td>6/30/2018</td>
<td>6/30/2019</td>
<td>Limit of Insurance</td>
<td>10,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
City of Black Hawk
987 Miners Mesa Road
PO Box 68
Black Hawk, CO 80422

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
R Whitley/QUINNT

© 1988-2014 ACORD CORPORATION. All rights reserved.
When required by written contract, certificate holder is named as an additional insured, primary and non-contributory on general liability and automobile liability. When required by written contract, waiver of subrogation is provided in favor of the certificate holder with respect to general liability, automobile liability, workers' compensation and professional liability. Umbrella follows form with respect to these endorsements.
THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (the “Third Addendum”) is made and entered into this ______ day ___________ of 201__, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Leonard Rice Engineers, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. On January 27, 2015 the City and Consultant entered into a Professional Services Agreement (the “Agreement”).

B. On January 11, 2017 the City and Consultant entered into the First Addendum to Professional Services Agreement (the “First Addendum”).

C. On December 13, 2017 the City and Consultant entered into the Second Addendum to Professional Services Agreement (the “Second Addendum”).

D. The parties desire to further extend the Agreement with this Third Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, the additional work as needed in the manner provided in this Third Addendum.

1. The contract term for the Agreement is hereby extended by this Third Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Consultant shall perform all work as set forth in the Scope of Services, attached hereto as Exhibit A, in accordance with Consultant rate schedule attached hereto as Exhibit B, both incorporated by this reference and in accordance with the Agreement.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement, the First Addendum, the Second Addendum, and this Third Addendum constitute all of the agreements between the City and the Consultant.
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
City Clerk

APPROVED AS TO FORM:

__________________________________
Corey Y. Hoffmann
City Attorney

LEONARD RICE ENGINEERS, INC.

ATTEST:

By: ________________________________
    Janet P Williams
    Print Name
    Board Chair 1-4-19
    Title

By: ________________________________
    Print Name
    Title

Date
EXHIBIT A

LEONARD RICE ENGINEERS, INC.

SCOPE OF SERVICES

In accordance with your request, Leonard Rice Engineers, Inc. (LRE) is pleased to provide the following description of services to assist the City of Black Hawk with water supply planning and water rights related tasks in calendar year 2019:

- **Task 925BLH01**: LRE will assist the City of Black Hawk with general water supply matters related to planning, water quality, and infrastructure issues for the City of Black Hawk, as directed by the Public Works Director, including such tasks as:
  - Attend the Upper Clear Creek Watershed Association (UCCWA) meetings in Idaho Springs and provide assistance as needed by the City with general permitting and other compliance issues (including wastewater treatment plant and drinking water system issues). Provide assistance to city staff on Colorado Department of Public Health and Environment (CDPHE) issues related to stream standards, Superfund, or other mining and water quality matters on Clear Creek and North Clear Creek. We will also periodically monitor other rulemaking and work group proceedings throughout the year to determine whether any changes may impact the City (this does not include full participation at these hearings and meetings). The budget for these issues is $100,000 for the year.
  - General consulting regarding well operation & maintenance, with a budget of $10,000 for the year.
  - Total budget estimate for Task 925BLH01 is $110,000.

- **Task 925BLH02**: LRE will assist the City of Black Hawk and water rights counsel with water rights and water supply planning matters, including such tasks as:
  - Assistance with: general water resources planning and consulting; water quality issues related to data analysis for the Standley Lake Cities and the settlement stipulation and agreements in Case No. 94CW036, and participation in discussions with Standley Lake Cities re: modifications to existing Standley Lake Agreement for water quality standards implementation; well use and water level issues in the Four Mile Gulch area if needed; continuing assistance with Georgetown Lake and Green Lake issues; review of opportunities to participate in water projects or to purchase or lease water rights offered for sale to the City; and assistance with planning for proposed water projects, including assistance with the US Army Corps of Engineers permitting effort. The budget for addressing these issues is $110,000 for the year.
  - Provide engineering support for Black Hawk water right applications, including diligence applications. Represent Black Hawk’s interests in providing review and comment on guidelines proposed by the State and Division Engineers’ Offices. Preparation and distribution of weekly and monthly accounting reports of water use for the Water Commissioner, reporting on the amount of water diverted under the City’s water rights, and reporting on replacement water provided as required by decrees. Update accounting to reflect information requested by the Division Engineer. Coordination of water operations. Review of applications of other entities, including SWSP applications and water rights applications, and provide comments or engineering on selected cases, to help protect Black Hawk’s water right interests (excluding preparation for and participation in trials). The budget for addressing these issues is $80,000 for the year.
  - Total budget estimate for Task 925BLH02 is $190,000.

- This scope represents our estimate of the services required based information currently available, for a total estimated budget of $300,000. As the project proceeds and additional facts are discovered, it may be necessary to perform additional services and some items described may not be needed. For these reasons, we can provide only an estimate of the cost of completing the services.
- **Other**: If assistance is needed with other tasks during the year, we will bill the City for the actual time spent on the task requested and approved by the City at the rates in effect at the time service is rendered. The LRE rate schedule currently in effect is attached as Exhibit B.
## EXHIBIT B

**LEONARD RICE ENGINEERS, INC.**

**2019 RATE SCHEDULE**

Effective December 26, 2018

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Intern</td>
<td>$60 - $85</td>
</tr>
<tr>
<td>Data Processor/Admin Support</td>
<td>$70 - $120</td>
</tr>
<tr>
<td>Technician/IT Support</td>
<td>$90 - $125</td>
</tr>
<tr>
<td><strong>Staff I</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer/Hydrologist/Geologist/Scientist</td>
<td>$100 - $120</td>
</tr>
<tr>
<td><strong>Staff II</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer/Hydrologist/Geologist/Scientist</td>
<td>$115 - $135</td>
</tr>
<tr>
<td><strong>Staff III</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer/Hydrologist/Geologist/Scientist</td>
<td>$130 - $160</td>
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<tr>
<td><strong>Project</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer/Hydrologist/Geologist/Scientist</td>
<td>$130 - $165</td>
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<tr>
<td><strong>Senior Project</strong></td>
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</tr>
<tr>
<td>Engineer/Hydrologist/Geologist/Scientist</td>
<td>$155 - $175</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$170 - $195</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$175 - $245</td>
</tr>
<tr>
<td>Principal, Senior Advisor</td>
<td>$200 - $260</td>
</tr>
</tbody>
</table>

Automobile mileage, prints, copies, telephone and facsimile costs are indirect expenses and are included in the above rates. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost plus 5 percent to cover handling and administration. Reimbursable expenses billed at cost include airfares, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site, billed at the current IRS rate (rounded up to the nearest $0.05). Subconsultants to LRE are billed at cost plus 10 percent.

December 17, 2018

Leonard Rice Engineers, Inc.  
1221 Aurora Parkway | Denver, CO 80204 | 303-455-9589 | www.LRwater.com
FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES (the "First Addendum") is made and entered into this 26th day of November 2018, by and between the City of Black Hawk, Colorado (hereinafter referred to as the "City") and Baseline Engineering Corporation (hereinafter referred to as "Contractor").

RECATALS:

A. On November 10, 2017 the City and Contractor entered into an Agreement for Professional Services (the "Agreement").

B. The parties desire to further extend the Agreement with this First Addendum for one additional year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, the additional work as needed in the manner provided in this First Addendum.

1. The contract term for the Agreement is hereby extended by this First Addendum for one additional year, from January 1, 2019, through and including December 31, 2019.

2. Contractor shall perform all work as set forth in the Agreement in accordance with Contractor's rate schedule attached hereto as Exhibit A, and incorporated by this reference.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this First Addendum constitute all of the agreements between the City and the Contractor.
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
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

BASELINE ENGINEERING CORPORATION

ATTEST:

By: ____________________________
    ___________________________
    Print Name
    Title
    Date

By: ____________________________
    ___________________________
    Print Name
    Title
    Date

Baseline Surveying 2019 On-Call
EXHIBIT A

Provide On-Call Surveying Services as requested by the City of Black Hawk at the 2019 rates listed below:

<table>
<thead>
<tr>
<th>Description/ JobTitle</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Land Surveyor</td>
<td>$140</td>
</tr>
<tr>
<td>Survey Project Manager</td>
<td>$125</td>
</tr>
<tr>
<td>Land Surveyor (crew chief office work)</td>
<td>$85</td>
</tr>
<tr>
<td>Survey Crew (2 man)</td>
<td>$180</td>
</tr>
<tr>
<td>Survey Crew (1 man)</td>
<td>$140</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$85</td>
</tr>
</tbody>
</table>
# CERTIFICATE OF LIABILITY INSURANCE

**Policy Number:**

**Date Entered:** 05/22/2018  
**DATE (MM/DD/YYYY):** 5/22/2018

---

**PRODUCER**
RISKPRO Insurance Agency, LLC  
901 Waterfall Way, Suite 407  
Richardson, Texas 75080

**INSURED**
Baseline Engineering Corporation  
1950 Ford Street  
Golden, CO 80401

---

**COVERAGES**

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
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<tbody>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CONTRACTUAL LIABILITY</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER POLICY</td>
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<td>LIABILITY</td>
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</tr>
<tr>
<td>AUTO LIABILITY</td>
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<td>OWNER'S DUTY LIMIT</td>
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<tr>
<td>SCHEDULED AUTOS</td>
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<tr>
<td>NON-OWNED AUTOS</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
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<tr>
<td>EXCESS LIABILITY</td>
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<tr>
<td>OCUR CLAIMS-MADE</td>
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<td>DETENTION</td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<tr>
<td>ANY PROPRIETOR/BOARD/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
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<td>MANDATORY IN NH</td>
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<tr>
<td>DESCRIPTION OF OPERATIONS</td>
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<tr>
<td>D</td>
<td>0000-00182220D</td>
<td>5/23/2018</td>
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<tr>
<td>PROFESSIONAL LIABILITY</td>
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<td></td>
</tr>
</tbody>
</table>

---

**CERTIFICATE HOLDER**

City of Black Hawk  
P.O. Box 68  
211 Church Street  
Black Hawk CO 80422

---

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

[Signature]

---

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PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and Grapes & Sons Excavating, LLC. whose address is 95 Coyote Circle, Black Hawk, CO 80422 hereinafter referred to as “Contractor” as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR. Contractor shall perform the following: instruction and/or services during the days and times, and at the location, as more particularly described in Attachment “A”, which is attached hereto and incorporated herein and made a part hereof by this reference.

2. TERM. The term of this Agreement shall commence on the 1st day of January 2019 and shall terminate on the 31st day of December 2019 unless earlier terminated pursuant to Section 9 herein.

3. COMPENSATION. In consideration of the performance of the instruction and/or services provided herein, Contractor shall receive compensation as provided through the rate schedule listed in Attachment “A”.

4. METHOD OF PAYMENT. The compensation provided in Section 3 shall be paid by the City to Contractor upon filing of an invoice specifying the services provided.

5. EQUIPMENT, MATERIALS AND SUPPLIES. Unless otherwise agreed by the City, Contractor shall acquire, provide, maintain and repair at Contractor’s sole cost and expense such equipment, materials, supplies, etc., as necessary for the proper conduct of the aforesaid instruction and/or services.

6. COMPLIANCES. In the conduct of the instruction and/or services contemplated hereunder, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the City or its designated representatives.

7. INDEPENDENT CONTRACTOR. Contractor agrees that he/she is an independent contractor and that accordingly neither he/she nor his employees are covered by the City's workers' compensation policy, or any other worker's compensation policy.

8. HOLD HARMLESS. Contractor, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all loss, damage, injuries, claims, or causes of action, or any liability of any kind whatsoever resulting from, arising out of or in connection with the instruction and/or services provided by Contractor pursuant to this agreement.

9. TERMINATION. The City shall have the right to terminate this Agreement upon three (3) days notice, if Contractor fails to comply with the terms and conditions set forth in this Agreement.

10. ASSIGNMENT. Contractor shall not assign or otherwise transfer this Agreement or any rights or obligations therein, without first receiving prior written consent of the City.
11. **INSURANCE.** Contractor understands and agrees that Contractor shall have no right of coverage under any and all existing or future City comprehensive or personal injury liability policies, and in that regard, Contractor agrees to provide insurance coverage on behalf of the Contractor, that will sufficiently protect Contractor, or his agents, servants and employees, in connection with the services which are to be provided by Contractor pursuant to this Agreement.

12. **CONTRACT INTERPRETATION**
   A. No amendment or modification of this agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.
   B. This is a completely integrated Agreement and contains the entire Agreement of the parties, and any prior written or oral agreement which are different from the terms, conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.
   C. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors; provided that neither party may assign its rights hereunder without the previous written consent of the other party which shall not be unreasonably withheld.
   D. Notice required or permitted to be given hereunder (including any notice of change of address) shall be considered delivered when hand-delivered or when mailed, by United States mail, first-class postage paid, as follows:

   City of Black Hawk:
   City Clerk
   PO Box 68
   Black Hawk, CO 80422

   Contractor:
   Grapes & Sons Excavating, LLC
   95 Coyote Circle
   Black Hawk, CO 80422

   All notices so given shall be considered effective when delivered by hand-delivery, or in writing, as stated above.
   E. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original hereof and all of which together shall constitute a single agreement.
   F. This Agreement is made and delivered in the State of Colorado, and shall be construed and enforced in accordance with the laws thereof.

   **IN WITNESS WHEREOF,** the parties have executed this agreement as of the dates written opposite their respective signatures.

   **CITY OF BLACK HAWK, COLORADO**

   

   Rev 10/2018

   115 of 126
ATTEST:

David D. Spellman, Mayor

Melissa A. Greiner, CMC
City Clerk

CONTRACTOR

By: Holly Grapes

STATE OF COLORADO )
COUNTY OF Cañon ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 11th day of December, 2018, by Holly Grapes.

My commission expires: 10-24-2020

(S E A L)

Kyla Crawford
Notary Public
State of Colorado
Notary ID # 20164009846
My Commission Expires 10-24-2020
# Certificate of Liability Insurance

**Certificate Number:** 13  
**Revised Number:** 0

**Insured:**  
**Name:** GRAPES & SONS EXCAVATING  
**Address:** PO BOX 571  
**City, State, Zip:** BLACK HAWK, CO 80422-0571

**Producer:**  
**Name:** FEDERATED MUTUAL INSURANCE COMPANY  
**Address:** PO BOX 928  
**City, State, Zip:** OWATONNA, MN 55060

**Coverages**

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Policy Number</th>
<th>Policy Exp. (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Commercial General Liability</td>
<td>9817058</td>
<td>10/11/2018</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES (EX EXC. PREMISES) $100,000, MED EXP (ANY ONE PERSON) $5,000, PERSONAL &amp; ADV INJURY $1,000,000, GENERAL AGGREGATE $2,000,000, PRODUCTS - COMMODITY AGG $2,000,000</td>
</tr>
<tr>
<td>A Automobile Liability</td>
<td>9817058</td>
<td>10/11/2019</td>
<td>COMBINED SINGLE LIMIT (SA ACCIDENT) $1,000,000, BODILY INJURY (PER PERSON)</td>
</tr>
<tr>
<td>A Umbrella Liability</td>
<td>9817060</td>
<td>10/11/2019</td>
<td>EACH OCCURRENCE $1,000,000, AGGREGATE $1,000,000</td>
</tr>
<tr>
<td>A Workers Compensation and Employers' Liability</td>
<td>9817061</td>
<td>10/11/2019</td>
<td>E.L. EACH ACCIDENT $500,000, E.L. DISEASE - EA EMPLOYEE $500,000, E.L. DISEASE - POLICY LIMIT $500,000</td>
</tr>
</tbody>
</table>

**Certification:**

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

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

**Description of Operations/Locations/Vehicles:**

- **Description:** [Provide detailed description if space allows]

**Certificate Holder:**  
**Name:** 173-715-4  
**City:** CITY OF BLACKHAWK  
**Address:** PO BOX 68  
**City, State, Zip:** BLACK HAWK, CO 80422-0068

**Cancellation:**

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

**Authorized Representative:**

Michael  

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Machine Hourly Rates: 2019

<table>
<thead>
<tr>
<th>Machine Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case 350 Excavator</td>
<td>$235.00 per hr</td>
</tr>
<tr>
<td>Case 245 Excavator w/hammer</td>
<td>$210.00 per hr</td>
</tr>
<tr>
<td>Case 9040 - 60,000 pound Excavator</td>
<td>$185.00 per hr</td>
</tr>
<tr>
<td>Case 210 Excavator w/hammer</td>
<td>$180.00 per hr</td>
</tr>
<tr>
<td>Case 160C - 40,000 Pound Excavator w/hammer</td>
<td>$145.00 per hr</td>
</tr>
<tr>
<td>Yanmar SV100 - 20,000 Pound Excavator w/Hydro Hammer</td>
<td>$135.00 per hr</td>
</tr>
<tr>
<td>Case 60 Mini Excavator w/Hammer</td>
<td>$115.00 per hr</td>
</tr>
<tr>
<td>Yanmar Vio 35 Mini Excavator</td>
<td>$90.00 per hr</td>
</tr>
<tr>
<td>Case 821 Loader Rubber tires</td>
<td>$170.00 per hr</td>
</tr>
<tr>
<td>Case 721 Loader 3 1/2 Yard Rubber Tire</td>
<td>$135.00 per hr</td>
</tr>
<tr>
<td>Case Track Skid Steer</td>
<td>$95.00 per hr</td>
</tr>
<tr>
<td>Case 1850 Crawler Loader</td>
<td>$185.00 per hr</td>
</tr>
<tr>
<td>3 1/2 yard 953 Crawler Loader</td>
<td>$130.00 per hr</td>
</tr>
<tr>
<td>54&quot; Smooth Drum Roller Compactor</td>
<td>$90.00 per hr</td>
</tr>
<tr>
<td>Cat Double Drum Roller</td>
<td>$90.00 per hr</td>
</tr>
<tr>
<td>Wacker Remote Control Walk - Behind Compactor</td>
<td>$85.00 per hr</td>
</tr>
<tr>
<td>Jumping Jack</td>
<td>$70.00 per hr</td>
</tr>
<tr>
<td>Plate Compactor</td>
<td>$70.00 per hr</td>
</tr>
<tr>
<td>Chop Saw</td>
<td>$60.00 per hr</td>
</tr>
<tr>
<td>Manual Labor</td>
<td>$45.00 per hr</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$65.00 per hr</td>
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</tbody>
</table>
Machine Hourly Rates: 2019

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Deer 770 Grader</td>
<td>@ $140.00 per hr</td>
</tr>
<tr>
<td>Vibrotech Screener</td>
<td>@ $140.00 per hr</td>
</tr>
<tr>
<td>Chipper</td>
<td>@ $110.00 per hr</td>
</tr>
<tr>
<td>Lowboy</td>
<td>@ $135.00 per hr</td>
</tr>
<tr>
<td>Side dump</td>
<td>@ $115.00 per hr</td>
</tr>
<tr>
<td>Tandem Dump Truck</td>
<td>@ $ 95.00 per hr</td>
</tr>
</tbody>
</table>
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
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 7-2019

TITLE:  A RESOLUTION APPROVING THE PURCHASE OF A 2019 NILFISK ADVANCE SW8000 SWEEPER FROM ACE EQUIPMENT IN AN AMOUNT NOT TO EXCEED $53,850.00

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 purchase of a 2019 Nilfisk Advance W8000 sweeper from Ace Equipment in an amount not to exceed $53,850.00.

RESOLVED AND PASSED this 23rd day of January, 2019.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 7-2019, a Resolution approving the purchase of a parking garage sweeper.

RECOMMENDATION:
Motion 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."

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The 2019 Capital budget includes funding for a parking garage sweeper. With the St. Charles Carriage House coming on line Public Works will need to begin maintenance of the facility. This unit will assist in that endeavor. Staff tested several units and received three bids:

Ace Equipment- Nilfisk Advance SW8000 $53,850
Intermountain Sweeper- Power Boss SW-9XR $57,470
Tennant Sweeper-Model S30 XP $57,840

FUNDING SOURCE: 305-3101-431-7548 PW Capital Equipment

AGENDA DATE: January 23, 2019

ORIGINATED BY: Thomas Isbester/Steve Jackson/Mike Schaller

STAFF PERSON RESPONSIBLE: Steve Jackson/Mike Schaller

PROJECT COMPLETION DATE: December 2019

DOCUMENTS ATTACHED: Quote

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

SUBMITTED BY: reviewed by:

Thomas Isbester, Public Works Director

Stephen N. Cole, Acting City Manager
EQUIPMENT QUOTATION

TO: City of Black Hawk
   987 Miner’s Mesa
   P.O. Box 68
   Black Hawk, CO 80422

ATTN: Steve Jackson
RE: Parking Lot Sweeper

DATE: January 2, 2019
QUOTE #: 19-010201AB
TERMS: Net 30
F.O.B.: Black Hawk, CO
DELIVERY: 14 Weeks
VALID FOR: 90 Days

PHONE: 303-582-2277
FAX: 303-582-9060
EMAIL: SJackson@BlackHawk.org

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019 Nilfisk-Advance Model #SW8000 65&quot; Sweeper with 57 HP Kubota 4-Cylinder Gasoline Engine (includes gauge package), 50&quot; proex/wire main broom and 26&quot; poly side broom.</td>
<td>1</td>
<td>Ea.</td>
<td>$43,000.00</td>
<td>$43,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Enclosed Cab (with heater and pressurizer)</td>
<td>1</td>
<td>Ea.</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Dust Guard Package – pressurized dust control system for single RH side broom (water tank, pump and spray nozzles)</td>
<td>1</td>
<td>Ea.</td>
<td>$2,100.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>4</td>
<td>Back-Up Alarm (factory wired)</td>
<td>1</td>
<td>Ea.</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

TOTAL $53,850.00

COMMENTS: Standard Machine Warranty: 4-years or 2,800 hours (whichever comes first) parts, 180-days labor & travel. Kubota Engine Warranty: 2-years or 2,000 hours (whichever comes first) parts and labor, with a 3-year or 3,000 hour, parts only, major component warranty (see attached).

Any alteration or deviation from the above specifics will become an extra charge over and above the estimate. Units quoted from stock are offered subject to prior sale. Prices quoted do not include any state or local taxes and such taxes (if any) shall be paid by the purchaser in addition to the quoted price. All deposits are non-refundable. Delivery quoted is based on the date of this quotation and subject to any delay encountered in receiving a firm order and to other factors beyond our control. Warranty on above listed material, including new machines, parts and supplies, is limited to that as provided by the manufacturers, copies of which are available upon request. It is understood that the seller shall not be held responsible for any accident or damage resulting directly or indirectly from the above material and/or equipment. In the event of non-payment of all or part of the amount due to Ace Equipment, Ace Equipment shall be entitled to payment of its attorneys fees and costs incurred in the collection process, together with interest at the rate of 18% per annum from and after the payment due date. It is expressly agreed that any property furnished by Ace Equipment, shall be and remains personal property, and the ownership and title to same is hereby retained by Ace Equipment, and shall not pass to the purchaser, until total charges for labor, services, materials and equipment have been paid. Fax signatures shall operate the same as original documents. These terms are applicable to all initial and subsequent work. It is understood that there are no verbal agreements or understandings, which in any manner conflict with the written terms of this quotation.

AUTHORIZATION

Submitted By: Lawrence G. Booco
Signature: _____________________________
Title: President
Date: 01-02-2019

Accepted By: ___________________________
Signature: _____________________________
Title: _____________________________
Date: _____________________________
TO

Steve Jackson
City of Blackhawk
1051 Transportation Ave
Blackhawk, CO 80422

TERMS

Net 10

SHIPPED VIA

Bestway

F.O.B.

Destination

ESTIMATED SHIPPING DATE

5 - 13 Weeks ARO

OPTION PRICES

AMOUNT

PowerBoss SW-9XR Sweeper

BUILT IN VALUE INCLUDES

1.6 L-- 55HP-Kubota Gas engine—Liquid cooled—fuel injected 4 cyl
H.D. 3 stage air cleaner with filter minder
4 Core radiator and auxiliary hydraulic cooler
Manual swing out engine access for serviceability
Power Steering with tilt wheel
Mechanical brakes and locking park brake
64” Overall sweep path with 26” side broom
Retractable side brush with 3/8” HD steel curb bumper guard
No tool side broom change with quick release hub
Nylon main and side brooms
22 Cubic Foot hopper with 64” Multi Level High Dump
RTR Hopper loading with oversize front hopper access door
Double wall one piece super main frame - 3/8” Steel for long life
1/8” All steel HD body panels
23” Pneumatic soft ride front tires and 21” rear tire for max clearance
Head, tail, instrument lights
Wet sweep filter bypass
110 Square foot dust filter system
Dual electric filter shakers with timed shaking
Grammar Deluxe suspension seat with adjustable support
Full gauge package
Heavy Duty Front and Rear bumpers for protection
Rear vacuum exhaust outside engine compartment
4 Year/2800 Hour warranty
5 Year/3000 Hour Engine warranty

2018 Price valid until 01/11/19

$57,470.00

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. This quotation is valid for 30 days, thereafter it is subject to change without notice.

DATED

12/20/19

AccepteD by

Intermountain Sweeper Co.

PURCHASE ORDER #

Thank you! We appreciate your business.
QUOTE/ORDER-Model S30 XP Diesel heat cab spray

CITY OF BLACK HAWK
1040 DORY HILL RD
BLACK HAWK, Colorado, 80422
MIKE SCHALLER

Timothy Stefanik
Tennant Sales and Service Company
701 North Linc Drive
Minneapolis, MN 55440-1452
651-653-8003

Quote Date: 3/12/2018

BUILT-IN "TENNANT VALUE" INCLUDES:
- 50 hp (37 kW) 2.0 L @ 2300 RPMs Gas/LP Engine EPA Tier 3
- 24.5 hp (18 kW) 1.5 L Kubota Diesel EPA Tier 4i Engine @2300 RPMs
- Catalytic muffler (GLP/G) only
- Rugged construction:
  - Steel T-beam frame and channel wrap around bumper
  - Triple accessory pumps
  - Oversized, industrial hydraulics and oil cooler
  - 21 in (535 mm) Soft ride solid front tires
  - 18 in (460 mm) Solid rear tires on 3 wheel models
  - 15.5 in (395 mm) foam-filled rear tires on 4 wheel model
  - Head and Tail Lights
- High-Capacity, Duramor™ Multi-Level Dump Hopper
  - 14 ft³ (398 L) or 1080 lbs (490 kg) Usable Capacity
  - 60-inch (152 cm) Variable Dump Height
  - Thermo-Sentry™ Hopper Fire Sensor
  - Locking Hopper Safety Arm
- ErgoSpace™ Operator Compartment:
  - Tilt Steering Wheel w/ Horn
  - Adjustable Propel Pedal
- XP and X4 Models Include:
  - 1-STEP™ Button Memory Controls (Sweeping)
  - Built-in Maintenance Diagnostics w/ Service Reminder
  - Deluxe Suspension Seat w/ retractable belt
- Operator and Parts Manual
- Underwriters Laboratory (UL®) Certification, G, LP, D

SweepMax® Plus 3 stage air filtration and dust control
- Stage 1: Perma-filter™
- Stage 2: SweepMax Plus Cyclonic pre-filter
- Stage 3: NanoFilter, surface loading cannister filter (no tool change)
  - 80 ft² (7.4 m²) Pieced Media
  - NanoFilter filtration of (up to) .5 micron particles @ 99% efficiency
- II-Speed™ sweeping system
  - 62.5 in (1590 mm) Sweeping path w/ single side broom
  - No tool brush change
  - Wet sweeping by pass
  - Damage-resistant, spring loaded recirculation flap
- S30 Touch-N-Go™ Operation Panel:
  - LCD Screen Display
  - Hour meter
  - Fuel Level Indicator
  - Water & Hydraulic Temperature Indicators
  - Clogged Filter Indicator
  - Battery indicator
  - Low Oil Pressure/High Cooler Temp Shutdown (GLP/G only)
- Glow plug indicator (Diesel)
- Check engine indicator (GLP/G)
- Hopper door open & closed indicator
- Standard main brush (Select One)
- Retractable standard side brush (Select One)

TENNANT COMPANY WARRANTY
4 YEARS OR 2890 HOURS - PARTS
5 MONTHS - LABOR
6 MONTHS - TRAVEL
10 YEARS OR 5000 HOURS ON DURAMER™ TANKS

CUSTOM Solution options will add at least one-week to standard lead times.

<table>
<thead>
<tr>
<th>Description</th>
<th>Reference #</th>
<th>Price Each</th>
<th>Qty</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning Type</td>
<td>S30 Diesel</td>
<td>$30-DSL</td>
<td>$42,030.00</td>
<td>1</td>
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<tr>
<td>Trim Level (Note 2)</td>
<td>XP</td>
<td>XP-S30</td>
<td>$4,040.00</td>
<td>1</td>
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<tr>
<td>Packages</td>
<td>Safety Light Package: Indoor</td>
<td>0003683</td>
<td>$620.00</td>
<td>1</td>
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<tr>
<td>Cleaning Performance</td>
<td>Side Brush Dust Control, WaterShield™ Wet, Right Hand</td>
<td>326109</td>
<td>$2,550.00</td>
<td>1</td>
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<tr>
<td>Machine Protection &amp; Safety</td>
<td>Cab Assembly</td>
<td>Gas 9003857</td>
<td>$6,190.00</td>
<td>1</td>
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<tr>
<td></td>
<td></td>
<td>LP 9003859</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Diesel 3003859</td>
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<td></td>
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<tr>
<td></td>
<td>Tires, 3 Wheel Versions: S30 &amp; S30XP</td>
<td>801186</td>
<td>$382.00</td>
<td>1</td>
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<tr>
<td></td>
<td>Brushes</td>
<td>Main Brush</td>
<td>66018</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Nylon Patrol Brush</td>
<td>1027360</td>
<td>N/C</td>
</tr>
</tbody>
</table>

*Machine shown w/ opt

Primary Use
- In Use
- Outside

Fax (quote only)
Mail (quote & space)
Fax + Mail

125 of 126
QUOTE/ORDER-Model S30 XP Diesel heat cab spray

<table>
<thead>
<tr>
<th>Support (Note 9)</th>
<th>Reference Number</th>
<th>Price</th>
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<tbody>
<tr>
<td>Standard Warranty</td>
<td></td>
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<tr>
<td>Ultimate Performance Guarantee</td>
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<td>N/C</td>
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<tr>
<td>Operator Manual Diesel (English)</td>
<td>50619</td>
<td>1</td>
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<tr>
<td>Parts Manual Diesel</td>
<td>9004087</td>
<td>N/C</td>
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<tr>
<td>Operator DVD (English, Spanish, French) Verify Languages</td>
<td>9004091</td>
<td>N/C</td>
</tr>
<tr>
<td>Packaging (Note 11)</td>
<td>9008178</td>
<td>N/C</td>
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<tr>
<td>Pad Wrap</td>
<td>N/C</td>
<td>N/C</td>
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</tbody>
</table>

IRIS Telemetry:
IRIS Information Service (Note 6)
Monthly**

**12 month minimum commitment required. By default, customer will be billed monthly for 36 months but customer can cancel billing anytime after first 12 months by notifying Tennant.

IRIS Monthly $10.00 No

<table>
<thead>
<tr>
<th>Machine Subtotal</th>
<th>$ 56,812.00</th>
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</thead>
<tbody>
<tr>
<td>Freight</td>
<td>$ 1,228.00</td>
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MACHINE TOTAL* $ 57,840.00