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.

REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

December 12, 2018
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: November 14, 2018

7. PUBLIC HEARINGS:

   A. CB33, An Ordinance Levying General Property Taxes for the Year 2018 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2019 Budget Year, and Repealing Ordinance 2018-26

   B. CB34, An Ordinance Adopting the City of Black Hawk Comprehensive Plan

   C. CB35, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority’s Ambulances

   D. CB36, An Ordinance Amending Section 8-24 of the Black Hawk Municipal Code Regarding Penalties for Parking Violations

8. ACTION ITEMS:

   A. Resolution 72-2018, A Resolution Approving the Fourth Amendment to the Subdivision/Site Improvement Agreement Between the City of Black Hawk and JIJE, LLC

   B. Resolution 73-2018, A Resolution Approving an On-Call Professional Services Agreement with SAFEbuilt Colorado, LLC

   C. Resolution 74-2018, A Resolution Approving Certain Service Agreements for Calendar Year 2019

   D. Resolution 75-2018, A Resolution Approving Certain Service Agreements for Calendar Year 2019

   E. Resolution 76-2018, A Resolution Approving the Third Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2019 Between MV Transportation, Inc. and the City of Black Hawk

   F. Resolution 77-2018, A Resolution to Adopt the 2018 Group Transit Asset Management Plan

   G. Resolution 78-2018, A Resolution Approving Amendment No. 1 to the Design-Build Contract Executed on August 23, 2018 Between the City of Black Hawk and Symmetry Builders, Inc., Establishing the Guaranteed Maximum Price (GMP) of $449,384.00 For Construction Services Pertaining to the Fire Station Restroom Renovation Project

   H. Resolution 79-2018, A Resolution Approving the Purchase of Electric Extrication Tools and a Hydraulic Power Unit in the Total Amount Not to Exceed $64,613.67
I. Resolution 80-2018, A Resolution Approving the Seventh Addendum to Personal Services Agreement with 5280 Strategies, LLC

J. Resolution 81-2018, A Resolution Adopting the 2019 Holiday Schedule

K. Resolution 82-2018, A Resolution Adopting the 2019 City Council Regular Meeting Schedule


M. Resolution 84-2018, A Resolution Approving the First Addendum to Personal Services Agreement with M & C Communications, LLC

9. ACTING CITY MANAGER REPORTS: Annual Bonus Approval

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. ADJOURNMENT:
Baseline Engineering Consultant Vince Harris rang the bell to open the meeting.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, November 14, 2018, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, Acting City Manager Cole, Acting Police Chief Lloyd, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineers Ford and Reed, City Clerk/Administrative Services Director Greiner, Baseline Engineering Consultants Vince Harris and Jessica Stonberg, 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.
Mayor Spellman took a moment to comment on the new bronze plaque of the resolution passed in 2017 to commemorate the history of the City Seal and the John Dillingham Lithograph already hanging in the back of Council Chambers. This new bronze plaque weighs over 500 lbs and he wanted to thank Rory, Joe, and Mike for doing an excellent job on installing it. He also added thanks to Public Works for the little railing around Stroehle Square; he said it turned out very nice.

6. APPROVAL OF MINUTES: October 24, 2018, and October 29, 2018

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve the Minutes as presented.

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

7. PUBLIC HEARINGS:

A. 2019 Budget Adoption

I. Resolution 67-2018, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the City of Black Hawk, Colorado, for the Calendar Year Beginning on the First Day of January 2019 and Ending on the Last Day of December 2019, and Appropriating Sums of Money to Various Funds and Spending Agencies in the Amount, and for the Purposes Set Forth Within the Attached 2019 Budget

II. CB26, An Ordinance Levying General Property Taxes for the Year 2018 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2019 Budget Year

Mayor Spellman read the titles and opened the public hearings.

Finance Director Hillis introduced the proposed budget item and said this is the same draft budget as presented to Council two weeks ago; there have been no changes. Hillis moved on to the mill levy item set at .0356 mills, which will generate approximately $8,000 in property tax. There were no questions from Council.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 67-2018, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2019 and ending on the last day of December 2019, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth
within the attached 2019 Budget, and a Public Hearing on CB26, an
Ordinance levying general property taxes for the year 2018 to help defray
the costs of government for the City of Black Hawk, Colorado for the
2019 Budget Year 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 Hearings closed.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 67-2018, a Resolution summarizing expenditures and revenues for each fund and adopting a Budget for the City of Black Hawk, Colorado, for the calendar year beginning on the first day of January 2019 and ending on the last day of December 2019, and appropriating sums of money to various funds and spending agencies in the amount, and for the purposes set forth within the attached 2019 Budget, and CB26, an Ordinance levying general property taxes for the year 2018 to help defray the costs of government for the City of Black Hawk, Colorado for the 2019 Budget Year.

**MOTION PASSED**

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

**B. CB27, An Ordinance Adopting the City of Black Hawk 2019 Compensation Plan**

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner explained the annual Compensation Plan process, which resulted in a 2.88% increase for all employees in 2019. Staff has recommended approval.

Mayor Spellman congratulated staff on another job well done and also added that staff works hard on the budget, and has become very proficient in preparing it, that is why it always appears so seamless to approve it. Alderman Bennett seconded that gratitude.

**PUBLIC HEARING:** Mayor Spellman declared a Public Hearing on CB27, an Ordinance adopting the City of Black Hawk 2019 Compensation Plan open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinances to come forward.

No one came forward to speak, and Mayor Spellman declared the Public Hearing closed.
MOTION TO APPROVE  
Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve CB27, an Ordinance adopting the City of Black Hawk 2019 Compensation Plan.

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

C. CB28, An Ordinance Extending the Expiration of the City’s Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, Known Locally as USA Communications

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner and Barry Kisselman of USA Communications introduced this item. Greiner explained that this is an extension for another 10 years with no increase in fees. She noted that City Attorney Hoffmann said we were fortunate to have this because cable companies are withdrawing from smaller communities across Colorado. Mr. Kisselman said the future plans are to have fiber to all casinos and homes soon.

PUBLIC HEARING:  
Mayor Spellman declared a Public Hearing on CB28, an Ordinance Extending the Expiration of the City’s Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, Known Locally as USA Communications open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE  
Alderman Moates MOVED and was SECONDED by Alderman Armbright to approve CB28, an Ordinance Extending the Expiration of the City’s Non-Exclusive Cable Television Franchise Agreement with CAP Cable, LLC, Known Locally as USA Communications.

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

D. CB29, An Ordinance Approving the FTA Section 5311 Grant Agreement Between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester said the City was once again successful in obtaining this operating grant to help defray one-third of the costs of
the City’s contract labor for the shuttle drivers. He confirmed it is the same grant as received last year.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB29, an Ordinance approving the FTA Section 5311 Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve CB29, an Ordinance approving the FTA Section 5311 Grant Agreement between the Colorado Department of Transportation, Division of Transit and Rail and the City of Black Hawk.

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

E. CB30, An Ordinance Repealing and Reenacting the City of Black Hawk Guidelines for Restoration and Preservation Projects

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that back in 2003, the City passed an Ordinance to identify types of projects authorized to be used with historic preservation and restoration dollars. He said just recently the City was subject to a Performance Audit, which resulted in the State Auditor believing the City had some broad expenditures authorized for use by those dollars. This ordinance is intended to update the former ordinance to reflect the opinions of the State Auditors and to set additional authorized expenditures that the City had not previously allowed, notably extended to heritage tourism.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB30, an Ordinance repealing and reenacting the City of Black Hawk Guidelines for Restoration and Preservation Projects open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

No one came forward to speak, and Mayor Spellman declared the Public Hearing closed.
MOTION TO APPROVE  
Alderman Midcap MOVED and was SECONDED by Alderman Torres to approve CB30, an Ordinance repealing and reenacting the City of Black Hawk Guidelines for Restoration and Preservation Projects.

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


Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann stated that one primary requirement of the City under state law, in order to receive its historic preservation and restoration dollars, is to be a Certified Local Government (CLG). He said the previous ordinance had other functions of the Historic Preservation Commission (HPC) that are not related to being a CLG and that this ordinance better aligns the roles of the HPC in every respect, as required by state law. He added that the HPC consultant had been involved in reviewing and ultimately revising this ordinance.

PUBLIC HEARING:  
Mayor Spellman declared a Public Hearing on CB31, an Ordinance amending Section 16-368 of the Black Hawk Municipal Code and amending Article XIX of Chapter 16 of the Black Hawk Municipal Code to clarify the roles of the Historic Preservation Commission and the City Council in Protection of the City’s Architectural Assets open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE  
Alderman Armbright MOVED and was SECONDED by Alderman Moates to approve CB31, an Ordinance amending Section 16-368 of the Black Hawk Municipal Code and amending Article XIX of Chapter 16 of the Black Hawk Municipal Code to clarify the roles of the Historic Preservation Commission and the City Council in Protection of the City’s Architectural Assets.

MOTION PASSED  
There was no discussion, and the motion PASSED unanimously.
G. CB32, An Ordinance Approving a Memorandum of Understanding Between the Colorado Department of Public Health and Environment Air Pollution Control Division and the City of Black Hawk for Air Quality Monitoring

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester introduced this item and said the Department of Public Health and Environment had put up a temporary ozone monitoring station on the mesa and had great success, so now they are looking for something more permanent. The City would offer space for them to put up a Tuff Shed in the RV lot on the mesa for five years to collect more data for different aspects of air quality. He said they are responsible for everything, the City is just offering the space.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB32, an Ordinance approving a Memorandum of Understanding between the Colorado Department of Public Health and Environment Air Pollution Control Division and the City of Black Hawk for air quality monitoring open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Armbright to approve CB32, an Ordinance approving a Memorandum of Understanding between the Colorado Department of Public Health and Environment Air Pollution Control Division and the City of Black Hawk for air quality monitoring.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.


Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultants Harris and Stonberg introduced this item. Harris said the applicant is requesting a 192 square foot addition on the backside of the Gilpin Casino for their VIP entrance; all the details were contained in the packet. JJ Garcia, representing the applicant, was present to answer any questions. Harris said he would like to compliment Mr. Garcia and staff for including the rock foundation Harris had asked them to incorporate into the design after they had submitted.
PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 68-2017, a Resolution conditionally approving a Certificate of Appropriateness for the construction of a 192 square foot additional pedestrian access point and exterior vestibule for the Gilpin Casino open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve Resolution 68-2017, a Resolution conditionally approving a Certificate of Appropriateness for the construction of a 192 square foot additional pedestrian access point and exterior vestibule for the Gilpin Casino.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

8. ACTION ITEMS:

A. Resolution 69-2018, A Resolution Adopting the Black Hawk Records Retention Schedule, as Revised and the City of Black Hawk Data Disposal, Safety and Breach Policy

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that the last update to the Colorado Municipal Records Retention Schedule was Supplement 12 in 2016; this Resolution would incorporate those changes and allow the Clerk’s Office to add any additional revisions administratively. She went on to add that state law has asked municipalities to adopt written procedures to dispose of documents containing personal information and the procedures in the case of a security breach. The City Attorney’s office has drafted a policy.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Torres to approve Resolution 69-2018, a Resolution adopting the Black Hawk Records Retention Schedule, as revised and the City of Black Hawk Data Disposal, Safety and Breach Policy.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.
B. Resolution 70-2018, A Resolution Repealing Resolution Number 27-2018, Repealing the Waiver of Use Tax on Renovation Projects

Mayor Spellman read the title.

City Attorney Hoffmann explained that back in April of 2018, Council had approved the waiver of use tax on certain renovation projects, but during the 2019 budget process realized this would not be a useful tool. He added this is only for commercial renovation projects.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Resolution 70-2018, a Resolution repealing Resolution Number 27-2018, repealing the waiver of Use Tax on renovation projects.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

C. Resolution 71-2018, A Resolution Approving an Easement Agreement with James Fahrni

Mayor Spellman read the title.

Public Works Director Isbester said this was a permanent easement for undergrounding the utilities under Chase Street and installing a switch cabinet at the corner of Chase and Dubois Streets. Alderman Midcap congratulated Isbester on getting started with the project, as he saw Xcel out there today.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Johnson to approve Resolution 71-2018, a Resolution approving an Easement Agreement with James Fahrni.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

9. ACTING CITY MANAGER REPORTS:

Acting City Manager Cole asked for approval of a $300 holiday bonus, which has been budgeted. Alderman Moates MOVED and was SECONDED by Alderman Johnson to approve a $300 holiday bonus for all boards, commissions, and employees in the City of Black Hawk. The motion PASSED unanimously.
10. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 5 only for Executive Session.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:25 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(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 4:00 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 4:00 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 33
ORDINANCE 2018-33
AN ORDINANCE LEVYING
GENERAL PROPERTY
TAXES FOR THE YEAR
2018 TO HELP DEFRAY
THE COSTS OF
GOVERNMENT FOR THE
CITY OF BLACK HAWK,
COLORADO FOR THE 2019
BUDGET YEAR, AND
REPEALING ORDINANCE
NO. 2018-26
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL: CB33

ORDINANCE NUMBER: 2018-33


WHEREAS, the Board of Aldermen of the City of Black Hawk has adopted the annual budget in accordance with the Local Government Budget Law on November 14, 2018:

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is $8,842; and

WHEREAS, the 2018 valuation for assessment for the City of Black Hawk, as certified by the Gilpin County Assessor, is $245,599,268.

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

Section 1. For the purpose of meeting all general operating expenses of the City of Black Hawk during the 2019 budget year, there is levied a tax of .036 mills upon each dollar of the total valuation for assessment of all taxable property within the City of Black Hawk for the year 2018.

Section 2. That the City Clerk is hereby authorized and directed to immediately certify to the County Commissioners of the County of Gilpin, Colorado the mill levy for the City of Black Hawk, Colorado as herein above determined and set.


Section 4. 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 5. 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 6. Effective Date. The City Clerk is directed to post this Ordinance as required by City Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 12th day of December, 2018.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2018 General Property Tax Mill Levy and Repeal of Previous Mill Levy Ordinance.

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


SUMMARY AND BACKGROUND OF SUBJECT MATTER: This ordinance sets the City’s property tax mill levy at .036 mills for 2018, to be collected in 2019. This Ordinance also Repeals the 2018 Mill Levy Ordinance previously adopted on Nov. 14, 2018.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

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: REVIEWED BY:

Lance Hillis, Finance Director  Stephen N. Cole, Acting City Manager
COUNCIL BILL 34
ORDINANCE 2018-34
AN ORDINANCE
ADOPTING THE CITY OF
BLACK HAWK
COMPREHENSIVE PLAN
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk City Council shall hold a public hearing concerning the adoption of an updated City of Black Hawk Comprehensive Plan, pursuant to Section 31-23-206, Colorado Revised Statutes.

The Public Hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, December 12, 2018 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers, located at 211 Church Street, Black Hawk, CO 80422, or at such other time of place in the event this hearing is adjourned. Written comments can be provided to the Community Planning and Development Department at the same address above.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner
City Clerk. CMC
COUNCIL BILL 35
ORDINANCE 2018-35
AN ORDINANCE
APPROVING THE
INTERGOVERNMENTAL
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE GILPIN
AMBULANCE AUTHORITY
REGARDING
MAINTENANCE OF THE
AUTHORITY'S
AMBULANCES
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB35  
ORDINANCE NUMBER: 2018-35  

TITLE: AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE GILPIN AMBULANCE AUTHORITY REGARDING MAINTENANCE OF THE AUTHORITY'S AMBULANCES  

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

Section 1. The Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.  

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

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

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

READ, PASSED AND ORDERED POSTED this 12th day of December, 2018.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Council Bill 35-2018, an Ordinance Authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding fleet maintenance services.

RECOMMENDATION:
If City Council chooses to approve Council Bill 35-2018, an Ordinance authorizing the execution of the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority, the recommended motion is as follows: “Approve Council Bill 35-2018, an Ordinance Approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority’s ambulances”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City provides fleet maintenance for the Gilpin Ambulance Authority. The Authority utilizes the City Fleet Maintenance Department for all of their routine service as it is convenient and cost effective. An informal survey of in town shops was conducted to verify our hourly rate was competitive. The Fleet rate is set at $100/hour billed in full one hour increments. All parts are invoiced to the Authority at cost.

FUNDING SOURCE: 010-3103-431-47-12 Gilpin Ambulance Repairs

WORKSHOP DATE: December 12, 2018

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: IGA

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Steven N. Cole, Acting City Manager
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _______ day of ___________________, 2018, by and between the CITY OF BLACK HAWK, a home rule municipality of the State of Colorado ("Black Hawk"), and Gilpin Ambulance Authority, a body corporate and politic of the State of Colorado (the "Authority").

W I T N E S S E T H

WHEREAS, the Authority desires to have maintenance service available from Black Hawk to assist in providing ambulance maintenance services;

WHEREAS, Black Hawk has a maintenance facility (the “Shop”), and has a staff of mechanics to provide maintenance services for Black Hawk vehicles; and

WHEREAS, Black Hawk is willing to make the Shop and staff of mechanics available to the Authority to provide maintenance services for vehicles used by the Authority, all subject to the terms and conditions herein below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree as follows:

1. Scope of Work and Consideration.
   a. Black Hawk shall furnish all labor, materials, equipment and maintenance necessary to service the Authority's vehicles, as the same are identified by the Authority from time to time (the "Authority's Vehicles"). In consideration for servicing the Authority's Vehicles, the Authority shall pay Black Hawk at a rate of One Hundred Dollars ($100.00) per hour billed in full one hour increments for labor and associated administrative costs, plus reimbursement for the actual cost of parts.
   b. Black Hawk shall perform the basic service functions identified in Exhibit A, attached hereto and incorporated herein by this reference (the "Maintenance Services"). The hours of operation of the staff of mechanics shall typically be Monday through Friday from 7:00 a.m. until 3:30 p.m., excluding City of Black Hawk holidays.

2. Use of Personnel. Black Hawk shall employ a full time staff of mechanics to provide vehicle maintenance services at the Shop. The staff of mechanics shall make themselves available, as needed, following maintenance of Black Hawk vehicles, for maintenance and repair of the Authority’s vehicles as more particularly set forth in Section 4.c. of this Agreement.

3. Personnel are Black Hawk Employees. The staff of mechanics shall at all times be Black Hawk employees. Black Hawk shall pay all insurance, worker’s compensation, and other Black Hawk benefits to such employees. The staff of mechanic’s shall be under the supervision and control of Black Hawk. The Authority shall report performance problems to the Public Works Director.
4. **City Liaisons; Priority of Work.**

a. The Authority and Black Hawk shall each establish one (1) person to be the liaison between the Authority and Black Hawk regarding the services required pursuant to Section 1 of this Agreement. The liaisons shall communicate directly with each other regarding necessary work pursuant to this Agreement. The Authority hereby identifies its liaison as its Executive Director. Black Hawk hereby identifies its liaison to be its Fleet Maintenance Supervisor.

b. The Authority shall be responsible for bringing the vehicle to Black Hawk’s maintenance facility and picking the vehicle up from Black Hawk’s facility when the Maintenance Services have been completed. The Authority’s liaison shall further be responsible for making an appointment for service, which appointment shall include the work needed and the Authority’s desired time frame for completion of the work. There is no guarantee that indoor storage of vehicles will be available or provided when the vehicles are delivered to Black Hawk’s facility for maintenance. In the event the Black Hawk shop is unable to provide the indoor storage of vehicles, Black Hawk’s liaison shall make reasonable efforts to notify the Authority’s representative that indoor storage is not available. The Authority shall ensure that all items subject to freezing have been removed from the vehicle when it is delivered.

c. Black Hawk shall use its best efforts to complete work under this agreement in a timely manner. However, Black Hawk vehicles shall have priority over the Authority’s Vehicles for which Maintenance Services are performed pursuant to this Agreement. Moreover, Black Hawk’s liaison shall determine the priority of servicing all vehicles at his sole discretion. The Authority may identify if it deems work to be in the nature of an emergency, and Black Hawk shall use its best efforts to complete any such work as quickly as practicable under the circumstances.

d. For purposes of inventory control, Black Hawk shall be solely responsible for obtaining any necessary parts (including tires) to perform the Fleet Maintenance Services. The Authority shall not order any parts separately for Maintenance Services. All parts removed (including tires) shall remain the property of the City of Black Hawk and shall be disposed of in a manner consistent with other similar parts.

e. The Authority’s liaison shall be responsible for notifying Black Hawk’s liaison of any hazardous materials not evident from the nature of the services being provided pursuant to this Agreement, including, by way of example, blood, urine, or other materials not used in the standard functioning and maintenance of an ambulance.

5. **Shop; Maintenance; Utilities.** Black Hawk shall maintain the Shop and shall pay for such utilities (such as heat, power, and water) as may be required under such lease at no cost to the Authority. Black Hawk shall acquire and maintain all permits or approvals required for the Shop. Black Hawk shall handle hazardous materials and dispose of hazardous wastes from the Shop in compliance with applicable law.

6. **Tools and Special Tools.** Black Hawk shall provide all tools and equipment
needed for Maintenance Services for the Shop at Black Hawk's expense. The staff of mechanics may use such tools and equipment for maintenance of the Authority's Vehicles.

7. **Extraordinary Maintenance.** In the event maintenance services are required for the Authority's Vehicles that cannot be completed in the Shop by the staff of mechanics in the desired time frame either because they are not identified in Exhibit A, or due to other shop priorities the Authority and the City shall determine by mutual consent how best to provide such services outside the scope of this Agreement. The City liaison will make reasonable efforts to contact the Authority representative prior to sending the vehicle to an outside facility. In the event that maintenance of the Authority's vehicles results in unusual quantities, forms, or compositions of hazardous materials or wastes that may result in unusual costs for disposal or treatment, the City shall if practicable consult with the Authority prior to treatment or disposal. If Black Hawk incurs such costs on the Authority’s behalf, the Authority shall pay such extraordinary costs to Black Hawk in the month following the month in which the cost is billed to the Authority by Black Hawk.

8. **Date of Commencement.** This Agreement shall commence on January 1, 2018.

9. **Payment Schedule.** Black Hawk shall provide the Authority with an invoice for payment on the fifth day of each month for the previous month's services, and the Authority shall remit the monthly fee within ten (10) business days thereafter, unless the Authority’s regular monthly meeting occurs more than ten (10) business days after the date of the invoice, in which case the monthly fee shall be remitted within ten (10) business days after the Authority’s regular monthly meeting, and approval by the Board.

10. **Control.** All services provided under this Agreement shall be governed by the ordinances of the City of Black Hawk, unless otherwise specified in this Agreement. Management of Black Hawk’s employees shall rest exclusively with Black Hawk. Authority shall not attempt to directly or indirectly manage, discipline or direct employees of Black Hawk. In the event of substandard performance of an employee or agent of Black Hawk, Authority may demand forthwith correction of the problem.

11. **Term and Renewal.**
   a. The term of this Agreement shall be through and until December 31, 2019.
   b. The parties have the mutual option to renew this Agreement on the same terms and conditions for unlimited one-year terms.

12. **Termination.** This Agreement may be terminated without cause by either party for any reason by giving the other party written notice at least forty-five (45) days in advance of the termination date. If this Agreement is so terminated, Black Hawk will be paid for all services rendered up to the date of termination.

13. **Compliance with Laws; No Warranty.**
a. Black Hawk shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including procurement of required permits or certificates) in Black Hawk’s performance hereunder, irrespective of whether a specification is furnished. This includes any applicable state or local law, rule or regulation affecting safety and health. If materials, services, or containers furnished are required to be constructed, packaged, labeled, or registered in a prescribed manner, Black Hawk shall comply with federal law and, in addition, with applicable state or local law.

b. No warranties are provided by Black Hawk pursuant to this Agreement. Black Hawk shall perform its services with care, skill, and diligence. However, the Authority specifically waives any claims it may have against Black Hawk, except claims arising out of gross negligence by Black Hawk, or its employees.

14. **Indemnification.** To the extent permitted by law, each party hereto agrees to indemnify, hold harmless and defend all other parties hereto, their agents, assigns, employees, officers, and officials from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of claims made by a third party and which are caused directly and solely by the Indemnifying Party or its personnel, regardless of where such claim arose. No party hereto shall be responsible for indemnifying the other party from and against willful and wanton misconduct arising hereunder.

15. **Insurance.**

   a. Each party hereto agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by it pursuant to Section 14, above. More specifically, the parties hereto shall procure and maintain the minimum insurance coverage listed in subsection b. below. Such coverage shall be procured and maintained with forms and insurers acceptable to Black Hawk and the Authority. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the parties pursuant to Section 14, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   b. The parties hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage worker's compensation and, if applicable, emergency medical service professional liability 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 contain a severability of interests provision. The Authority's policy required by this Section 15 shall be endorsed to include the other’s officers and employees as additional insured’s. Every such policy required above shall be primary insurance. No additional insured endorsement to the policy required by this Section 15 shall contain any exclusion for bodily injury or property damage arising from completed operations.
c. The certificate of insurance provided by each party shall be completed by the other party as evidence that a policy or policies providing the required coverage, conditions, and minimum limits is in full force and effect, and shall be reviewed and approved by the other party. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverage 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 other party. The completed certificate of insurance shall be sent to:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422  
Attn: Director of Public Works

d. Failure on the part of either party to procure or maintain a policy or policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of agreement upon which the other party may immediately terminate this Agreement, or at its discretion, the non-breaching party 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 non-breaching party shall be repaid by the other upon demand.

e. Both parties reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Black Hawk and the Authority further understand and agree that Black Hawk and the Authority, their officers, and their 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, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

16. Notices. Any notices or demand under which the terms of this agreement and under any statute must or may be given or made by the Black Hawk or Authority shall be in writing and shall be given or made by personal service, telegram, first class mail, or by certified or registered mail to the parties:

City of Black Hawk  
P.O. Box 68  
201 Selak  
Black Hawk, CO 80422

Gilpin Ambulance Authority  
P.O. Box 638  
Black Hawk, CO 80422

17. Severability. In the event any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner, the legality of the remaining provisions of this Agreement, and each provision of the
Agreement will be and is deemed to be separate and severable from each other provision.

18. **Jurisdiction.** This Agreement is made in and subject to the laws of the State of Colorado. Any disputes shall be brought in the District Court in and for the County of Gilpin, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

**CITY OF BLACK HAWK, COLORADO**

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

**GILPIN AMBULANCE AUTHORITY**

Jim Johnson, President

ATTEST:
EXHIBIT A
FLEET MAINTENANCE SERVICE

1) Lube, Oil and filter changes
2) Tire repair and Tire replacement and balancing
3) Brake repairs
4) Tune-ups
5) Replacement of belts and hoses
6) Fuel injection cleaning
7) Replacement of starters and alternators
8) Minor exhaust repairs
9) Head light, tail light, and emergency equipment repairs or replacement
10) Cooling system repairs including water pumps, heater cores, radiators
11) Suspension repairs, springs, struts, shocks, ball joints, tie rod ends, etc.
12) Vehicle chassis electrical system
13) Hydraulic repairs or replacements
14) Radio repairs
15) Welding and Machine work
16) Bumpers, Front and rear replacements
COUNCIL BILL 36
ORDINANCE 2018-36
AN ORDINANCE
AMENDING SECTION 8-24
OF THE BLACK HAWK
MUNICIPAL CODE
REGARDING PENALTIES
FOR PARKING
VIOLATIONS
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

COUNCIL BILL NUMBER: CB36  
ORDINANCE NUMBER: 2018-36  

TITLE: AN ORDINANCE AMENDING SECTION 8-24 OF THE BLACK HAWK MUNICIPAL CODE REGARDING PENALTIES FOR PARKING VIOLATIONS

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

Section 1. Section 8-24 of the City of Black Hawk Municipal Code is amended to read as follows:

Sec. 8-24. Penalty

Every person convicted of or pleading guilty to a violation of any of the parking provisions set forth in the Model Traffic Code for Colorado, including Part 12 of the version of the Model Traffic Code as adopted by the City, shall be subject to a civil penalty not to exceed two hundred fifty-nine dollars ($259.00) for each violation, payable within thirty (30) days of the violation. The amount of the fine shall double if said penalty is not paid within the thirty-day period.

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

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

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.
READ, PASSED AND ORDERED POSTED this 12th day of December, 2018.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk
SUBJECT: Amending Section 8-24 of Municipal Code

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


SUMMARY AND BACKGROUND OF SUBJECT MATTER: The amendment is in support of the St. Charles Parking Garage and Carriage House fines by use of the new License Plate Reading (LPR) system, which tracks the amount of time a vehicle is parked in the structure.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

STAFF PERSON RESPONSIBLE: Kenneth Lloyd, Acting Chief of Police

DOCUMENTS ATTACHED: Signs

RECORD: [ ]Yes [X]No

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

SUBMITTED BY: REVIEWED BY:

Kenneth Lloyd, Acting Police Chief

Stephen N. Cole, Acting City Manager
Please see the two attached signs which will be placed in the St. Charles Carriage House Parking Garage. The 18" x 12" signs will be placed on the wall in front of every parking stall. The 24" x 30" sign will be placed near the entrances on each floor. If you have any questions or comments please let Stephen Cole know.
PARKING REGULATIONS

- FREE PARKING UP TO 5 HOURS WITHIN 24-HOUR PERIOD
- 5-HOUR FREE PARKING MAXIMUM, $20 PER HOUR FINE THEREAFTER UP TO A DAILY MAXIMUM FINE OF $240
- LICENSE PLATE READERS AND CAMERAS ARE USED IN THIS FACILITY AND FINES BILLED AUTOMATICALLY
- REGULATIONS BASED ON BLACK HAWK MUNICIPAL CODE SECTION 8-1 AND MODEL TRAFFIC CODE 1204(3)(b)
- EACH VEHICLE MUST BE PARKED WITHIN ONE STALL
- NO CAMPING, LOITERING, OR LITTERING
- DAMAGE TO GARAGE MUST BE REPORTED TO POLICE
- REPORT GARAGE PROBLEMS TO (303) 582-5878
- ABANDONED VEHICLES AND VEHICLES WITH ILLEGAL LICENSE PLATES WILL BE TOWED AT VEHICLE OWNER'S EXPENSE
- DIAL 911 TO REPORT SUSPICIOUS OR ILLEGAL ACTIVITY

24” x 30”
RESOLUTION 72-2018
A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE SUBDIVISION/SITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND JIJE, LLC
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 72-2018

TITLE:  A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE
SUBDIVISION/SITE IMPROVEMENT AGREEMENT BETWEEN THE
CITY AND JIJE, LLC

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

Section 1. The Fourth Amendment to Subdivision/Site Improvement Agreement
attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same
on behalf of the City.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
EXHIBIT A

FOURTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT

CANYON BLACK HAWK SUBDIVISION
FILING NO. 1, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution approving the Fourth Amendment to the Subdivision/Site Improvement Agreement between the City of Black Hawk and JIJE, LLC.

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

MOTION TO APPROVE Resolution No. 72-2018 approving the Fourth Amendment to the Subdivision/Site Improvement Agreement between the City of Black Hawk and JIJE, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City and JIJE, LLC previously entered into a Subdivision/Site Improvement Agreement dated December 13, 2017 (Original Agreement) pertaining to certain real property located in the City of Black Hawk known as Canyon Black Hawk Subdivision, Filing No. 1, City of Black Hawk, County of Gilpin, State of Colorado.

JIJE, LLC has amended the Original Agreement on three prior occasions. The First Amendment is dated January 24, 2018, the Second Amendment is dated February 14, 2018, and the Third Amendment is dated August 22, 2018.

The City and JIJE, LLC have agreed to further amend the Original Agreement, as amended, to reflect the change in the deadline for the completion of the Clear Creek Channel Rehabilitation Work as described below:

North Clear Creek Channel Rehabilitation Work, Section 9.2 of the Third Amendment shall be modified to change the deadline for the substantial completion of the Clear Creek Channel Rehabilitation Work (as defined in the Third Amendment) from September 30, 2018 to November 30, 2018, subject to force majeure.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X ]Yes [ ]No

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

DOCUMENTS ATTACHED: Resolution 72-2018
Fourth Amendment – Subdivision/SIA

RECORD: [ X ]Yes [ ]No

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

TO

SUBDIVISION/SITE IMPROVEMENT AGREEMENT

This FOURTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT (the “Fourth Amendment”) is made this_______day of October, to be effective November 1, 2018, by and between the CITY OF BLACK HAWK (the “City”) and JIJE, LLC, a Colorado limited liability company (as “Developer”).

RECITALS:

WHEREAS, City and Developer previously entered into that certain “Subdivision/Site Improvement Agreement” dated December 13, 2017 (the “Original Agreement”) pertaining to certain real property located in the City of Black Hawk known as Canyon Black Hawk Subdivision, Filing No. 1, City of Black Hawk, County of Gilpin, State of Colorado (the “Property”);

WHEREAS, City and Developer have amended the Original Agreement on three prior occasions, the first such amendment being dated January 24, 2018 (the “First Amendment”), the second such amendment being dated February 14, 2018 (the “Second Amendment”) and the third such amendment being dated August ____22, 2018 (the “Third Amendment”);

WHEREAS, City and Developer have agreed to further amend the Original Agreement, as amended, to reflect the change in the deadline for the completion of the Clear Creek Channel Rehabilitation Work, as set out below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. **RECATALS.** The recitals set forth in the “Whereas” section above are incorporated herein word for word and made a part of this ThirdFourth Amendment for all purposes.

2. **DEFINED TERMS.** Unless expressly defined herein, all capitalized terms used in this ThirdFourth Amendment shall have the meanings given to such terms in the applicable Agreement, the First Amendment, the Second Amendment and the SecondThird Amendment.

3. **NORTH CLEAR CREEK CHANNEL REHABILITATION WORK.** Section 9.2 of the Third Amendment shall be modified to change the deadline for the substantial completion of the Clear Creek Channel Rehabilitation Work (as defined in the Third Amendment) from September 30, 2018 to November 30, 2018, subject to force majeure.

4. **CONTINUING EFFECT.** This Fourth Amendment shall be incorporated into and become a part of the Agreement and all other terms, conditions and obligations of the Agreement (as amended), not modified by this Fourth Amendment, shall remain unchanged and in full force and effect.
5. **CONFLICT IN TERMS.** If any dispute shall arise as to a conflict in the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall be deemed to supersede any such conflicting terms and this Fourth Amendment shall be further deemed to govern over the Agreement.

6. **FURTHER ACTS.** Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Fourth Amendment.

7. **SEVERABILITY.** If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this Fourth Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

8. **COUNTERPART EXECUTION.** This Fourth Amendment may be executed, in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

9. **FACSIMILE/PDF.** Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Fourth Amendment which are delivered by facsimile or telecopier transmission or via scanned PDF, as constituting a duly authorized, irrevocable, actual, current delivery of this Fourth Amendment with original ink signatures of each person and entity.
EXECUTED as to be effective as of the date first set forth above.

CITY:
CITY OF BLACK HAWK

By: ________________________________
   David D. Spellman, Mayor

ATTEST:
_______________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:
_______________________________
Corey Y. Hoffmann, City Attorney
DEVELOPER:

JIJE, LLC, a Colorado limited liability company

By: __________________________
Printed Name: _________________
Title: _________________________

STATE OF COLORADO
COUNTY OF _________________
)
) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of _______________________, 2018, by ____________________, ____________ of JIJE, LLC, a Colorado limited liability company.

My commission expires: _______________________

(S E A L)

________________________________________
Notary Public
FOURTH AMENDMENT

TO

SUBDIVISION/SITE IMPROVEMENT AGREEMENT

This FOURTH AMENDMENT TO SUBDIVISION/SITE IMPROVEMENT AGREEMENT (the “Fourth Amendment”) is made to be effective November 1, 2018, by and between the CITY OF BLACK HAWK (the “City”) and JIJE, LLC, a Colorado limited liability company (as “Developer”).

RECITALS:

WHEREAS, City and Developer previously entered into that certain “Subdivision/Site Improvement Agreement” dated December 13, 2017 (the “Original Agreement”) pertaining to certain real property located in the City of Black Hawk known as Canyon Black Hawk Subdivision, Filing No. 1, City of Black Hawk, County of Gilpin, State of Colorado (the “Property”);

WHEREAS, City and Developer have amended the Original Agreement on three prior occasions, the first such amendment being dated January 24, 2018 (the “First Amendment”), the second such amendment being dated February 14, 2018 (the “Second Amendment”) and the third such amendment being dated August 22, 2018 (the “Third Amendment”);

WHEREAS, City and Developer have agreed to further amend the Original Agreement, as amended, to reflect the change in the deadline for the completion of the Clear Creek Channel Rehabilitation Work, as set out below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. RECITALS. The recitals set forth in the “Whereas” section above are incorporated herein word for word and made a part of this Fourth Amendment for all purposes.

2. DEFINED TERMS. Unless expressly defined herein, all capitalized terms used in this Fourth Amendment shall have the meanings given to such terms in the applicable Agreement, the First Amendment, the Second Amendment and the Third Amendment.

3. NORTH CLEAR CREEK CHANNEL REHABILITATION WORK. Section 9.2 of the Third Amendment shall be modified to change the deadline for the substantial completion of the Clear Creek Channel Rehabilitation Work (as defined in the Third Amendment) from September 30, 2018 to November 30, 2018, subject to force majeure.

4. CONTINUING EFFECT. This Fourth Amendment shall be incorporated into and become a part of the Agreement and all other terms, conditions and obligations of the Agreement (as amended), not modified by this Fourth Amendment, shall remain unchanged and in full force and effect.
5. CONFLICT IN TERMS. If any dispute shall arise as to a conflict in the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall be deemed to supersede any such conflicting terms and this Fourth Amendment shall be further deemed to govern over the Agreement.

6. FURTHER ACTS. Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Fourth Amendment.

7. SEVERABILITY. If any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be duly severable; this Fourth Amendment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the severance of the illegal, invalid, or unenforceable provision or provisions.

8. COUNTERPART EXECUTION. This Fourth Amendment may be executed, in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all of the parties hereto have executed at least one counterpart.

9. FACSIMILE/PDF. Each party hereto, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Fourth Amendment which are delivered by facsimile or telecopier transmission or via scanned PDF, as constituting a duly authorized, irrevocable, actual, current delivery of this Fourth Amendment with original ink signatures of each person and entity.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
SIGNATURE PAGES ARE SET OUT BELOW
EXECUTED as to be effective as of the date first set forth above.

CITY:
CITY OF BLACK HAWK

By: _______________________________
   David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
DEVELOPER:

JIJE, LLC, a Colorado limited liability company

By: [Signature]
Printed Name: [Name]
Title: [Title]

STATE OF COLORADO )
COUNTY OF Palm Beach ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 5th day of November 2018, by [Name] [Title] of JIJE, LLC, a Colorado limited liability company.

My commission expires: 11/18/18

(SEAL)

C. A. DENITTO
Commission # FF 166008
Expires November 18, 2018
Bonded thru Troy Fire Insurance 800-365-7019

Notary Public
RESOLUTION 73-2018
A RESOLUTION
APPROVING AN ON-CALL
PROFESSIONAL
SERVICES AGREEMENT
WITH SAFE BUILT
COLORADO LLC
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 73-2018  

TITLE:  A RESOLUTION APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH SAFE BUILT COLORADO LLC  

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 On-Call Professional Services Agreement with SAFEbuilt, Colorado, LLC (the “Agreement”) in an amount not to exceed Seventy Five Thousand Dollars ($75,000.00) for calendar year 2019, and authorizes the Mayor to sign the Agreement on behalf of the City.  

RESOLVED AND PASSED this 12th day of December, 2018.  

________________________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: A Resolution approving certain Community Planning and Development Professional Services Agreements with amounts over $50,000 for calendar year 2019.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO APPROVE Resolution No. 73-2018 approving certain Community Planning and Development Professional Services Agreements with amounts over $50,000 for calendar year 2019.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Community Planning and Development uses professional services to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the department. This is a budgeted item and completed according to the Scope of Work and Schedule of Charges. Effective dates for this agreement is January 1, 2019 through December 31, 2019. Staff recommends using the following consultant:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAFEbuilt Colorado, LLC</td>
<td>Building Official</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>Plan Review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inspection Services</td>
<td></td>
</tr>
</tbody>
</table>

AGENDA DATE: December 12, 2018
WORKSHOP DATE: N/A
FUNDING SOURCE: 010-1901-4193319
DEPARTMENT DIRECTOR APPROVAL: [X ]Yes [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator
DOCUMENTS ATTACHED: Resolution 73-2018 Professional Services Agreement
RECORD: [ ]Yes [ X ]No
CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
SUBMITTED BY: Reviewed By:
Cynthia L. Linker, CP&D Administrator Stephen N. Cole, Acting City Manager

12/05/18
Agreement for Professional Services

2019 On-Call Professional Services
Building Official, Plan Review, Inspection Services

between

SAFEbuilt Colorado, LLC
3755 Precision Drive, Suite 140
Loveland, Colorado 80538

and

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

Resolution 73-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and SAFEbuilt LLC hereinafter referred to as "Contractor").

RECATALS:

A. The City requires a committed team of knowledgeable certified professionals to support the City by providing all-inclusive building official services, administrative support, building code services that include adoption and enforcement, code compliance, plan reviews and inspections for the ongoing maintenance of their full service building department on an “On-Call” basis (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, certified, trained and dedicated individuals for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 **$75,000 without prior approval** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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’s 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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: Cynthia L. Linker
Community Planning & Development Administrator

The Contractor:

SAFEbuilt, LLC
3755 Precision Drive #140
Loveland, CO 80538
Attn: Thomas P. Wilkas, CFO
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, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
SAFEbuilk, LLC

By: ____________________________

Its: Thomas P. Wilkas, CFO

STATE OF COLORADO

COUNTY OF Larimer

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of November, 2018, by Thomas Wilkas as the CFO of SAFEbuilk, LLC.

My commission expires: 4-27-19

(SEAL)

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154016455
MY COMMISSION EXPIRES 04-02-2019

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

FROM: SAFEbuilt, LLC
3755 Precision Drive #140
Loveland, CO 80538
Attn: Thomas P. Wilkas, CFO
(Prospective Contractor)

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

Project Name: On-Call Professional Services Contract – Building Department Consulting Services

Bid Number: N/A Project Number: N/A

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 7th day of November, 2018

Prospective Contractor: SAFEbuilt, LLC

By: _____________________________

Title: Thomas P. Wilkas, CFO
NO EMPLOYEE AFFIDAVIT
This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document or
   o 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
   o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

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

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

_____________________________  ______________________________
Signature                                  Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signed: [Signature]

SAFEbuilt, LLC

Contractor Signature

November 7, 2018

Date

STATE OF COLORADO )

COUNTY OF [Larimer] ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of November 2018, by Thomas Wilkes as CFO of SAFEbuilt, LLC.

My commission expires:

(S E A L)

[Stamp]

AMANDA GILLIAM
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154016455
MY COMMISSION EXPIRES 04-27-2019
## ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

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

**AND**

**Documents that Serve to Prove Identification:**

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

2019 SAFEbuilt
SCOPE OF SERVICES

1. PURPOSE:
The City of Black Hawk requires a committed team of dedicated, trained, knowledgeable, certified and licensed professionals to support the City by providing all-inclusive building department services. These services include, but are not limited to, building code services, code adoption, compliance, interpretation and enforcement, plan reviews and inspections.

2. SAFEbuilt PROVIDED LIST OF SERVICES:
SAFEbuilt shall provide the following services to the City of Black Hawk using qualified International Code Council certified and State licensed professionals. SAFEbuilt representatives shall dress professionally and wear SAFEbuilt identification (badge/clothing) identifying them as an authorized Consultant of the City of Black Hawk.

SAFEbuilt shall provide their staff:
   a. Vehicles, fuel and vehicle maintenance;
   b. Cell phones and IPads;
   c. Insurance;
   d. Salaries and benefits;
   e. Professional appearance, attire and badge;
   f. Membership dues and certifications.

SAFEbuilt to provide Building Official Services to include but not limited to:
   a. A SAFEbuilt representative shall be appointed as the designated Building Official for the City of Black Hawk by the City of Black Hawk City Manager. The SAFEbuilt representative is granted all rights and privileges as established by Chapter 18 of the Black Hawk Municipal Code. Any change in the Building Official shall be mutually agreed upon between SAFEbuilt and the City of Black Hawk.
   b. SAFEbuilt shall provide the City of Black Hawk current resumes and certifications for all SAFEbuilt staff assigned to the City of Black Hawk.
   c. SAFEbuilt representative shall act as a technical advisor and resource for City of Black Hawk staff, City of Black Hawk consultants, residential and business community.
   d. SAFEbuilt representative shall assist City of Black Hawk staff, residential and business community through the complexities of the Municipal Code, International codes, Electrical code, and amendments.
   e. SAFEbuilt representative shall monitor changes to the International codes, Electrical code as adopted by the State of Colorado including state or local requirements. SAFEbuilt representative shall make recommendations and advise City of Black Hawk on adoption of code regulations and how changes and amendments may impact projects in the City of Black Hawk.
SAFEbuilt to provide Building Code Inspections:

a. SAFEbuilt shall provide certified and licensed combination inspectors to the City of Black Hawk. Any change in inspectors shall be mutually agreed upon between SAFEbuilt and the City of Black Hawk.

b. SAFEbuilt representatives shall perform consistent code compliant inspections to determine that construction complies with issued permit, approved plans and currently adopted International and Electrical codes, code amendments and Municipal code.

c. SAFEbuilt representatives shall read and interpret technical manuals, drawings, instructions, specifications as related to projects.

d. SAFEbuilt representatives shall clearly notify contractor of code violations with verbal dialogue and written inspection report at time of inspection. Citing all Municipal, International and Electrical code sections that pertain to violations.

e. SAFEbuilt representatives shall perform re-inspection to verify correction of violations.

f. Check and confirm all required special inspections are performed and reviewed for completeness. Provide reviewed file copies to City of Black Hawk Permit Technician.

g. SAFEbuilt representatives shall review testing data and reports for conformance to specifications. Provide reviewed file copies to City of Black Hawk Permit Technician.

h. SAFEbuilt representatives shall provide City of Black Hawk Permit Technician with a copy of inspection results. The results shall be either hand delivered in written format or emailed in a PDF format.

i. SAFEbuilt representatives shall inform City of Black Hawk Permit Technician of any failed or problematic inspection results.

j. SAFEbuilt representatives shall provide onsite consultations to residential/business community and contractors while performing inspections.

k. SAFEbuilt representatives shall issue stop-work notices for non-conforming activities as needed.

l. City of Black Hawk Permit Technician shall schedule all inspections and shall notify SAFEbuilt via Innoprise by 4:00 p.m. the business day prior to the inspection date.

m. SAFEbuilt shall be available for inspections Monday-Friday from 8:00 a.m. – 5:00 p.m. (excluding Municipal holidays).

n. SAFEbuilt shall provide to the City of Black Hawk by 9:00 a.m. on the inspection day a 2-hour window when the inspector will be on site.

SAFEbuilt to provide Plan Review Services:

a. SAFEbuilt representatives shall provide International Code Council certified and experienced plans examiners; commercial and residential.

b. SAFEbuilt representatives shall review building plans, calculations and specifications.

c. SAFEbuilt representatives shall adhere to City of Black Hawk Municipal Code and adopted International Codes, Electrical code, and amendments.
d. SAFEbuilt representatives shall determine type of construction, use, and occupancy classification. Determine types of inspections required including special inspections. Include information on the building inspection card.

e. SAFEbuilt representatives shall complete review within established review cycles:
   1) Minor projects a total of 15 business days; 10 days for review and comments and 5 days for City of Black Hawk Permit Technician to prepare plan review and distribute report.
   2) Major projects a total of 30 business days; 25 days for review and comments and 5 days for City of Black Hawk Permit Technician to prepare plan review and distribute report.
   3) Review Cycles are subject to change based on direction from City of Black Hawk City Manager and City Council.

f. SAFEbuilt representatives acknowledge the Plan review timeframe begins upon notification of electronic submittal from the City of Black Hawk Permit Technician.

g. SAFEbuilt representatives shall assist City of Black Hawk Permit Technician in computing permit fees as derived from the International Code Council Building Valuation data or City of Black Hawk fee schedule, as required.

h. SAFEbuilt representatives shall return one (1) set of electronically stamped finalized approved plans and all supporting documentation.

i. Upon receipt of electronic approval from SAFEbuilt, City of Black Hawk Permit Technician shall stamp two (2) paper copies of finalized approved plans and supporting documentation.

j. SAFEbuilt representatives shall communicate with City of Black Hawk Permit Technician to keep plan review process on schedule.

k. SAFEbuilt representatives shall interpret legal requirements and recommend compliance procedures. SAFEbuilt representatives shall address all issues by documented comment with applicable code sections.

Structural Engineering Reviews and Resources

a. SAFEbuilt to provide a State licensed structural engineer.

Additional SAFEbuilt Responsibilities:

a. SAFEbuilt representatives are considered as an extension of City of Black Hawk staff and are held to the same standards as direct hire City of Black Hawk employees.

b. SAFEbuilt representatives shall be committed to and invested with the City and its projects.

c. The City of Black Hawk shall hold SAFEbuilt representatives accountable for his/her decisions.

d. The City of Black Hawk views working with SAFEbuilt representatives as a partnership. This partnership requires SAFEbuilt representatives to be experts in their fields that provide consistent and concise technical expertise.

e. SAFEbuilt representatives are fully accountable to comprehend and apply the components of the City of Black Hawk’s processes and procedures.

f. SAFEbuilt representatives shall ensure the City of Black Hawk’s parameters and objectives are uniformly applied and completed under each work product. All
correspondence, inspection reports and plan reviews shall reference related Municipal/Building/Electrical, etc. code sections, plans and specifications.
g. SAFEbuilt representatives shall successfully identify, analyze and solve problems, clearly explaining options and solutions to the end-users.
h. SAFEbuilt representatives shall work directly with and build strong working relationships with the Community Planning and Development Administrator, Permit Technician, other City of Black Hawk staff, City of Black Hawk consultants, citizens, business owners, architects, and general contractors. A domineering or inconsistent work style is undesirable.
i. SAFEbuilt Colorado Operations Manager shall meet monthly with the Community Planning and Development Administrator.
j. The designated Building Official shall attend weekly Development Review Committee (DRC) meetings. The goal of meeting attendance is to encourage amicable communication cultivating a culture of openness and information sharing with other members of the committee.
k. SAFEbuilt representatives shall form a strong working relationship with the City of Black Hawk Fire Department staff.
l. SAFEbuilt representatives shall attend City of Black Hawk City Council meetings as directed.
m. SAFEbuilt representatives and City of Black Hawk staff shall attend Owner/Architect/Contractor meetings of significant/major projects.
n. SAFEbuilt representatives and City of Black Hawk Fire Department staff shall jointly walk significant/major projects on a weekly basis to identify code related issues.
o. SAFEbuilt representatives and City of Black Hawk staff shall work together to establish policies and procedures for tracking such items as, but not limited to, Requests for Information, Special Inspections, etc.

3. City of Black Hawk PROVIDED LIST OF SERVICES:
   a. Provide, at no charge, viewing rights only access in Innoprise to SAFEbuilt representatives.
b. Provide, at no charge, all relevant forms and documents required to complete project inspections.
c. Provide all Permit Technician related services.
d. Schedule, oversee, and result all inspections. Provide SAFEbuilt with inspection details and information.
e. Generate a tabulation of monthly invoice fees and provide to SAFEbuilt.
f. Plan, organize, oversee and evaluate the functions and activities related to plan review, inspections and zoning code enforcement.
g. Produce an official written Plan Review report in a professional, articulate and courteous manner that includes comments from the review group, which highlights plan deficiencies, references applicable sections from the City of Black Hawk Municipal Code, International Codes, and Electrical Code.
h. Compute permit fees.
i. Oversee and ensure City of Black Hawk and SAFEbuilt are meeting the agreed upon performance measures and expectations.
EXHIBIT A-1

2019 SAFEbuilt SCHEDULE OF CHARGES

Consultant fees pursuant to this Agreement will be as follows:

<table>
<thead>
<tr>
<th>New Permits Issued</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Permit Fee</td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td>Electrical Permit Fee</td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td>Building Plan Review Fee (Includes initial review with one (1) response comments)</td>
<td>70% of fee collected by CoBH</td>
</tr>
<tr>
<td>Additional Building Plan Reviews and Response Comments (Review of previous approved / changes / additions / revisions)</td>
<td>$150.00 an hour</td>
</tr>
<tr>
<td>Structural Engineering Review Fee (3rd Party)</td>
<td>Actual Costs</td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td></td>
</tr>
<tr>
<td>SAFEbuilt shall charge a re-inspection fee in the following instances:</td>
<td></td>
</tr>
<tr>
<td>1. Contractor schedules an inspection and is not ready when SAFEbuilt arrives.</td>
<td></td>
</tr>
<tr>
<td>2. Contractor schedules an inspection and provides and incorrect address.</td>
<td></td>
</tr>
<tr>
<td>3. Contractor schedules an inspection but is not available to walk with SAFEbuilt.</td>
<td></td>
</tr>
<tr>
<td>4. Contractor or homeowner disregards correction items listed from previous inspection and schedules a re-inspection without making required corrections.</td>
<td></td>
</tr>
<tr>
<td>Re-Inspection Fee</td>
<td>$150.00 an hour.</td>
</tr>
<tr>
<td>Inspections Outside of Normal Business Hours. Normal Business Hours are 8:00 a.m. – 5:00 p.m. – Monday-Friday</td>
<td>$200.00 an hour – four (4) hour minimum</td>
</tr>
<tr>
<td>Building Consulting / Miscellaneous Services (Includes all services not listed)</td>
<td>$150.00 an hour</td>
</tr>
<tr>
<td>Expert Witness/Court Testimony</td>
<td>Actual Costs</td>
</tr>
<tr>
<td>Attend Monthly Staff and Weekly Development Review Committee (DRC) meetings</td>
<td>No Charge</td>
</tr>
</tbody>
</table>

Miscellaneous:

1. Rates are all inclusive – no separate billing for mileage or vehicle expenses.
2. SAFEbuilt shall not invoice contractors or homeowners directly. SAFEbuilt shall invoice the CoBH.
3. In the event of termination of this agreement, SAFEbuilt agrees to complete any plan reviews and inspections paid in advance.
4. Fees from the currently adopted CoBH Fee Schedule may also apply.
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).

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBN Insurance Services</td>
<td>NAME:</td>
</tr>
<tr>
<td>303 E Wacker Dr Ste 650</td>
<td>PHONE: 312-856-9400</td>
</tr>
<tr>
<td>Chicago IL 60601</td>
<td>(AG, No, Ext):</td>
</tr>
<tr>
<td></td>
<td>E-MAIL: <a href="mailto:lnortz@rbninsurance.com">lnortz@rbninsurance.com</a></td>
</tr>
<tr>
<td></td>
<td>ADDRESS:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSURED</th>
<th>INSURER(S) AFFORDING COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAFEbuilt Holding Company</td>
<td>NAIC #</td>
</tr>
<tr>
<td>SAFEbuilt, LLC (See Attached)</td>
<td>19682</td>
</tr>
<tr>
<td>3755 Precision Drive, Ste 140</td>
<td>INSURER B: Hartford Casualty Insurance Co</td>
</tr>
<tr>
<td>Loveland CO 80538</td>
<td>29424</td>
</tr>
<tr>
<td></td>
<td>INSURER C: Navigators Insurance Company</td>
</tr>
<tr>
<td></td>
<td>42307</td>
</tr>
<tr>
<td></td>
<td>INSURER D: Twin City Fire Insurance Co.</td>
</tr>
<tr>
<td></td>
<td>29459</td>
</tr>
<tr>
<td></td>
<td>INSURER E: Great American E&amp;S Ins. Co.</td>
</tr>
<tr>
<td></td>
<td>37532</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CERTIFICATE NUMBER: 1516156222</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUBR INSD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR</td>
<td>83JENZV3981</td>
<td>10/3/2018</td>
<td>10/3/2019</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>GENL. AGGREGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO TENTED PREMISES (EA occurrence)</td>
<td>$300,000</td>
</tr>
<tr>
<td></td>
<td>OTHER:</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
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<td></td>
<td>PRODUCTS - COMP/OP AGG</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>83JENPY9100</td>
<td>10/3/2018</td>
<td>10/3/2019</td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>CH1REX865600V</td>
<td>10/3/2018</td>
<td>10/3/2019</td>
<td>EACH OCCURRENCE</td>
<td>$10,000,000</td>
</tr>
<tr>
<td></td>
<td>EXCESS LIAB CLAIMS-MADE</td>
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<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$10,000,000</td>
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<td>DED X RETENTION</td>
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<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>83WEOE023</td>
<td>5/12/2018</td>
<td>5/12/2019</td>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER/EXCLUDED? (Mandatory in NII)</td>
<td>N/A</td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E</td>
<td>Professional Liability</td>
<td>TER2475972</td>
<td>10/3/2018</td>
<td>10/3/2019</td>
<td>Each Claim/Aggregate</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Black Hawk is an Additional Insured as respects General Liability on a primary and non-contributory basis as required by a written contract. General Liability and Workers Compensation Waivers of Subrogation in favor of the Additional Insured apply as required by a written contract.

CERTIFICATE HOLDER

City of Black Hawk
P. O. Box 68
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

© 1988-2015 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBN Insurance Services</td>
<td>SAFEbuilt Holding Company</td>
</tr>
<tr>
<td>SEE PAGE 1</td>
<td>SAFEbuilt, LLC (See Attached)</td>
</tr>
<tr>
<td>CARRIER</td>
<td>3755 Precision Drive, Ste 140</td>
</tr>
<tr>
<td>SEE PAGE 1</td>
<td>Loveland, CO 80538</td>
</tr>
<tr>
<td>NAIC CODE</td>
<td>EFFECTIVE DATE: SEE PAGE 1</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD FORM ACORD 25

Certificate of Liability Insurance

### Named Insureds (continued):
- SAFEbuilt Arizona, LLC
- SAFEbuilt Carolinas, LLC
- SAFEbuilt Colorado, LLC
- SAFEbuilt Florida, LLC
- SAFEbuilt Georgia, LLC
- SAFEbuilt Illinois, LLC
- SAFEbuilt Louisiana, LLC
- SAFEbuilt New Mexico, LLC
- SAFEbuilt Ohio, LLC
- SAFEbuilt Oregon, LLC
- SAFEbuilt Texas, LLC
- SAFEbuilt Michigan, LLC
- SAFEbuilt Washington, LLC
- SAFEbuilt Wisconsin, LLC
- LSL Planning, LLC
- Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

**General Liability:**
- Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

**Auto Liability:**
- HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

**Workers Compensation:**
- WC 00 03 13 Waiver Of Our Right to Recover from Others
RESOLUTION 74-2018
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2019
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 74-2018

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 Community
Planning and Development services, each with an amount not to exceed Fifty Thousand Dollars
($50,000.00), 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>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Smart Elevator Solution, LLC</td>
<td>Conveyance</td>
<td>TBD</td>
</tr>
<tr>
<td>Atkinson-Noland &amp; Associates, Inc.</td>
<td>Masonry/Rock Wall</td>
<td>TBD</td>
</tr>
<tr>
<td>Baseline Engineering Corporation</td>
<td>Planning, Land Use</td>
<td>$40,500</td>
</tr>
<tr>
<td>NV5, Inc.</td>
<td>Owners Representative</td>
<td>TBD</td>
</tr>
<tr>
<td>Pinyon Environmental, Inc.</td>
<td>Historic Preservation</td>
<td>TBD</td>
</tr>
<tr>
<td>Valuations</td>
<td>Residential Appraisal Svs</td>
<td>TBD</td>
</tr>
<tr>
<td>Weecycle Environmental Consulting</td>
<td>Environmental</td>
<td>TBD</td>
</tr>
<tr>
<td>Wood Identification and Consultation Svs</td>
<td>Wood/Door/Window</td>
<td>TBD</td>
</tr>
</tbody>
</table>

RESOLVED AND PASSED this 12\textsuperscript{th} day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: A Resolution approving certain Community Planning and Development Professional Services Agreements with amounts under $50,000 for calendar year 2019.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:
MOTION TO APPROVE Resolution No. 74-2018 approving certain Community Planning and Development Professional Services Agreements with amounts under $50,000 for calendar year 2019.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Community Planning and Development uses professional services to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the department. This is a budgeted item and completed according to the Scope of Work and Schedule of Values. Effective dates for these agreements are January 1, 2019 through December 31, 2019. Staff recommends using the following consultants:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Smart Elevator Solution, LLC</td>
<td>Conveyance</td>
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<td>Masonry/Rock Wall</td>
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<td>Land Use</td>
<td>$40,500</td>
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<tr>
<td>Pinyon Environmental, Inc.</td>
<td>Historic Preservation</td>
<td>TBD</td>
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<tr>
<td>Valuations</td>
<td>Residential Appraisal Svs</td>
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<td>TBD</td>
</tr>
<tr>
<td>Wood Identification and Consultation Svs</td>
<td>Wood/Door/Window</td>
<td>TBD</td>
</tr>
</tbody>
</table>

AGENDA DATE: December 12, 2018

FUNDING SOURCE: 010-1901-4193319
203-0000-5025800

DEPARTMENT DIRECTOR APPROVAL: [X ]Yes [ ]No

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

DOCUMENTS ATTACHED: Resolution 74-2018 Professional Services Agreements

RECORD: [ ]Yes [ X ]No

CITY ATTORNEY REVIEW: [ X ]Yes [ ]N/A
Agreement for Professional Services

2019 On-Call Professional Services
Conveyance Program – Elevator, Escalator, Dumbwaiter

between

A Smart Elevator Solution, LLC
12647 West Dorado Place
Littleton, Colorado 80127

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and A SMART ELEVATOR SOLUTION, LLC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call inspections, plan review and consulting services for the ongoing maintenance of the Black Hawk Conveyance Program as established and administered by the City (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 on-call conveyance consulting services, as described in Exhibit A.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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.

Rev. 10/2018
IV. COMPENSATION

A. Compensation shall not exceed amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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’s 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.

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B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

A Smart Elevator Solution, LLC
12647 W. Dorado Place
Littleton, CO 80127
Attn: Russell Holt, Owner
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:

Stephen N. Cole, Acting City Manager

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
STATE OF COLORADO

COUNTY OF Gilpin

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 12th day of November, 2018, by Russell Holt as the president of A Smart Elevator Solution, LLC.

My commission expires: June 25, 2019

(SEAL)

SARA LANG FORBES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2015424820
MY COMMISSION EXPIRES JUNE 25, 2019

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

FROM:  
Russell Halt  
A Smart Elevator Solution, LLC

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

Project Name:  
On-call Conveyance Consulting

Bid Number: N/A  
Project Number: N/A

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 12 day of November, 2018

Prospective Contractor: A Smart Elevator Solution, LLC

By:  

Title:  
President
NO EMPLOYEE AFFIDAVIT

This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

OR

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

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

__________________________       ________________________
Signature                      Date
DEPARTMENT PROGRAM AFFIDAVIT

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

1. ________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

Contractor Signature
A Smart Elevator Solutions, LLC

11/12/18
Date

STATE OF COLORADO )
COUNTY OF Gilpin ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 12th day of November, 2018, by ______________ as ______________ of A Smart Elevator Solutions, LLC

My commission expires:

(SEAL)

SARA LANG FORBES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154024920
MY COMMISSION EXPIRES JUNE 25, 2019

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### ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

- Colorado Driver’s License or Identification Card
- Out of State 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 of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

#### OR

#### Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

#### AND

#### Documents that Serve to Prove Identification:

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

2019 ASES Scope of Services

A Smart Elevator Solution shall provide this Scope of Services to the City of Black Hawk, which includes, but may not be limited to, the following tasks:

1. All inspections shall be conducted Monday, Tuesday and/or Wednesday between the hours of 8:00 a.m. and 5:00 p.m. No inspections will be conducted on Municipal or National Holidays.
2. For identification purposes, all inspectors shall wear a company logo shirt and a photo identification badge.
3. All Category 1 (period inspections) and Category 5 (5 year inspections) for existing conveyances within the City of Black Hawk.
4. All required plan reviews and acceptance inspections for new and modernized conveyances within the City of Black Hawk.
5. Plan reviews as required for all minor and major repairs requiring permits and conduct required inspections at the completion of the repairs.
6. All inspections shall follow the State of Colorado Conveyance regulations and any amendments adopted by the City of Black Hawk.
7. All Temporary Certificates of Occupancy (TCO) issued by the City of Black Hawk shall require a follow up inspection by A Smart Elevator Solution within the 90 day timeframe.
8. All reports shall be electronically delivered to the City of Black Hawk within two weeks or less of the inspection in a Word and PDF format. All violations noted on said report shall include the supporting code reference.
9. Any database or other form of electronically transferring of files as required by the City of Black Hawk shall be accepted by A Smart Elevator Solution.
10. Follow and enforce the Conveyance program as adopted and administered by the City of Black Hawk.
11. As requested by the City of Black Hawk, A Smart Elevator Solution shall advise and assist in the development and enforcement of the Conveyance program.
12. A representative from A Smart Elevator Solution shall attend monthly Development Review Committee or active construction meetings as required.
13. Assist the Black Hawk Fire Department, as requested, with elevator related issues and/or code adoptions.
14. All required electrical permits associated with a Conveyance project shall fall under the Electrical Permit Fee Schedule as adopted by the City of Black Hawk.
15. All required building permits associated with a Conveyance project shall fall under the Building Permit Fee schedule as adopted by the City of Black Hawk.

All of the items outlined in this Scope of Services shall follow the Scope of Service/ Fee Schedule as described in Exhibit A-1.
## Inspection Services

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

## Consulting Services

<table>
<thead>
<tr>
<th>Type</th>
<th>Per Unit/Per Hour</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Evaluation &lt; 10 Tractions</td>
<td>$525/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Tractions</td>
<td>$420/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &lt; 10 Hydraulic</td>
<td>$455/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>Maintenance Evaluation &gt; 10 Hydraulic</td>
<td>$360/per unit</td>
<td>Provide a detailed evaluation of maintenance performed along with code items in a professional report</td>
</tr>
<tr>
<td>OSHA 10 hour training - 10 person min</td>
<td>$1500/per unit</td>
<td>For those wishing to obtain their OSHA 10 hour card</td>
</tr>
<tr>
<td>OSHA 30 hour training - 10 person min</td>
<td>$3900/per unit</td>
<td>For those wishing to obtain their OSHA 30 hour card</td>
</tr>
<tr>
<td>Conveyance Operation Training</td>
<td>$135/per hour</td>
<td>Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances</td>
</tr>
<tr>
<td>Required Presence</td>
<td>$135/per hour</td>
<td>Any necessary request for our presence i.e. meetings, etc. Travel time not included</td>
</tr>
<tr>
<td>Compliance Training</td>
<td>$135/per hour</td>
<td>Help owners/managers/maintenance understand their part in keeping units code compliant</td>
</tr>
<tr>
<td>DRC Attendance / Once a Month</td>
<td>N/C</td>
<td></td>
</tr>
<tr>
<td>Capitol Plans</td>
<td>$840/unit</td>
<td>Review of conveyance with plan for future improvements and necessary repairs. Includes performance review</td>
</tr>
<tr>
<td>Contract Review</td>
<td>$780/unit</td>
<td>Review current contract and help in writing new contracts</td>
</tr>
<tr>
<td>Providing operator to run conveyance</td>
<td>$155/per hour</td>
<td>If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute</td>
</tr>
<tr>
<td>Conveyance Incident Investigation</td>
<td>$135/per hour</td>
<td>Incident investigation is conveyance taken out of service</td>
</tr>
<tr>
<td>Consulting / Miscellaneous Services</td>
<td>$135/per hour</td>
<td>Includes all miscellaneous services not listed</td>
</tr>
<tr>
<td>TYPE</td>
<td>PERMIT FEE</td>
<td>DESCRIPTION</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>*Minor Alteration/Commercial</td>
<td>$575.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>**Major Alteration/Commercial</td>
<td>$865.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Residential Elevator, Platform Lift or Dumbwaiter</td>
<td>$575.00</td>
<td>Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply</td>
</tr>
<tr>
<td>Special Investigation Fee - Starting work without a permit</td>
<td>$500.00</td>
<td>1st Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1,000.00</td>
<td>2nd Occurrence plus 15% City Administration Fee</td>
</tr>
<tr>
<td></td>
<td>$1500.00</td>
<td>3rd Occurrence and Each Additional plus 15% City Administration Fee</td>
</tr>
<tr>
<td>Expert Witness / Court Testimony</td>
<td>Actual Cost plus 15% City Administration Fee</td>
<td></td>
</tr>
<tr>
<td>*Minor Alteration includes: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Major Alteration includes: controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration Fee: a CoBH 15% City Administration Fee will be added to each Conveyance invoice and permit fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Permit: if a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Permit: if a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATES OF INSURANCE
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 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

CONTACT NAME: ○ PHONE: ○ FAX: ○ INU. No. Ext.: ○ E-MAIL: ○ ADDRESS: ○

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Pinnacol Assurance 41190
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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>INSR. LI #</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL/SUB: INSD/ADD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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| AUTOMOBILE LIABILITY | | | | | | |
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| OWNED | SCHEDULED | AUTOS |
| HIRED | NON-OWNED | AUTOS | |

| UMBRELLA LIAB | OCCUR | CLAIMS-MADE | | | | |
| EXCESS LIAB | | | | | | |

| WORKERS COMPENSATION, AND EMPLOYERS' LIABILITY | | | | | | |
| ANY PROPRIETOR/OWNER/EXCLUSIVE OFFICER/MEMBER EXCLUDED? | | | | | | |
| (MANDATORY IN NH) | | | | | | |
| IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below | | | | | | |

Y/N | N/A | 4186256 | 10/01/2018 | 10/01/2019 | E.L. EACH ACCIDENT | $500,000 | E.L. DISEASE - EA EMPLOYEE | $500,000 | E.L. DISEASE - POLICY LIMIT | $500,000 |

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

Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER
1933739
City of Black Hawk
211 Church St
Black Hawk, CO 80422
sforbes@cityofblackhawk.org

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
The Ahbe Group, Inc./TAG Ins. Servi

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City of Black Hawk
211 Church St
Black Hawk, CO 80422

IMPORTANT
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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

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PRODUCER
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT
NAME: McKenzie Martonik
PHONE: 360-626-2023
E-MAIL: mmartonik@hallandcompany.com

INSURED
A Smart Elevator Solution
12647 W Dorado Place
Littleton CO 80127

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A : Underwriters at Lloyd's, London
16691
INSURER B : GREAT AMERICAN INSURANCE COMPANY
19445
INSURER C : National Union Fire Insurance Co PA

COVERAGES
CERTIFICATE NUMBER: 968694266

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DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER
City of Black Hawk
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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELEVATOR CONTRACTOR PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit of Insurance</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>Non-Owned Aircraft</td>
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<td>2</td>
</tr>
<tr>
<td>Non-Owned Watercraft</td>
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<tr>
<td>Property Damage Elevators</td>
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<tr>
<td>Property Damage Liability - Borrowed Equipment</td>
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<tr>
<td>Damage to Premises Rented to You</td>
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<tr>
<td>Medical Payments Extension</td>
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<tr>
<td>Supplementary Payments - Bail Bonds</td>
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<td>Supplementary Payments - Loss of Earnings</td>
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<td>Newly Formed or Acquired Organization</td>
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<td>Additional Insureds When Required by Written Contract, Written Agreement or Permit</td>
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<tr>
<td>Primary and Non-Contributory Additional Insured Extension</td>
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<td>Additional Insureds - Limits of Insurance</td>
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<td>Knowledge of Occurrence, Claim or Suit</td>
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<tr>
<td>Unintentional Failure to Disclose Hazards</td>
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<td>Notice of Occurrence</td>
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<td>Amended Bodily Injury Definition</td>
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<tr>
<td>Broadened Mobile Equipment</td>
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<th>Coverage</th>
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<tr>
<td>Personal and Advertising Injury Definition Amendment</td>
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<td>of Discrimination and Humiliation</td>
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<td>Incidental Malpractice Liability</td>
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<tr>
<td>Waiver of Transfer of Rights of Recovery Against Others to Us</td>
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<td>Amended Insured Contract Definition</td>
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<tr>
<td>Notice of Cancellation to Certificate Holder(s)</td>
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</tbody>
</table>

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;

2. It is hired, chartered or loaned with a trained paid crew;

3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

1. Under Paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.
2. The following is added to SECTION II - WHO IS AN INSURED:

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

C. Property Damage - Elevators

1. Under Paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability, Subparagraphs (3), and (4) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators.

2. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. Property Damage Liability - Borrowed Equipment

1. Under Paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability, Subparagraph (3), and (4) of exclusion j. Damage To Property do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

E. Damage To Premises Rented To You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of SECTION I - Coverage A - Bodily Injury and Property Damage Liability:

3. The last paragraph of Paragraph 2. Exclusions is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, or "explosion" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.
2. Paragraph 6. under SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion" while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion" proximately caused by the same event, whether such damage results from fire, lightning, or "explosion" or any combination of the three, shall be the greater of:

   a. $300,000; or

   b. the amount shown in DAMAGE TO PREMISES RENTED TO YOU-INCREASED LIMIT, CG8449, if attached to the Policy.

3. Under SECTION IV - Commercial General Liability Conditions, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, Item (ii) where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion."

4. As regards coverage provided by this provision E. DAMAGE TO PREMISES RENTED TO YOU, Paragraph 9.a. of SECTION V - DEFINITIONS is replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion", to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

5. As regards coverage provided by this provision E. DAMAGE TO PREMISES RENTED TO YOU, SECTION V - DEFINITIONS is amended by the addition of the following definition:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

(a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

(b) rupture or bursting of water pipes;

(c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

(d) rupture or bursting caused by centrifugal force.

F. Medical Payments Extension

If Coverage C - Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under paragraph 1.a. Insuring Agreement of SECTION I - Coverage C - Medical Payments, paragraph 1.a.(b) is amended as follows:

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(b) The expenses are incurred and reported to us within three years of the date of the accident; and

The Medical Expense Limit in paragraph 7. of SECTION III-LIMITS OF INSURANCE is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $10,000; or

b. the amount shown in the Declarations for Medical Expense Limit.

This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

G. Supplementary Payments

1. In the Supplementary Payments - Coverages A and B provision, paragraph 1.b. is replaced with:

   b. Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. In the Supplementary Payments - Coverages A and B provision, paragraph 1.c. is replaced with:

   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

3. In the Supplementary Payments - Coverages A and B provision, paragraph 1.d. is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off work.

H. Broadened Named Insured

Under SECTION II - WHO IS AN INSURED, the following item 2.e. is added:

   e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

I. Newly Formed or Acquired Organizations

Paragraph 3. of SECTION II - WHO IS AN INSURED is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

J. Blanket Additional Insureds When Required by Written Contract, Written Agreement or Permit

The following is added to SECTION II - WHO IS AN INSURED:

4. Additional Insureds When Required by Written Contract, Written Agreement or Permit

a. The persons or organizations described in paragraphs b. through g. below are also insureds (and may also be referred to below as additional insureds), but only if:

   (f) either:

   (a) you have agreed, in a written contract or oral agreement, to have such person or organization added as an additional insured under this Policy; or

   (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an additional insured under this Policy;

   and

   (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

No person or organization is an additional insured under paragraphs b. through g. if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Policy.

b. Vendors

(1) Subject to a., above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, and only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."
However:

(a) the insurance afforded to such vendor only applies to the extent permitted by law; and

(b) the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

(2) No vendor is an insured with respect to any:

(a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) express warranty unauthorized by you;

(c) physical or chemical change in the product made intentionally by the vendor;

(d) repackaging, except when "your product" is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;

(f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;

(g) product which, after distribution or sale by you. Has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "bodily injury" or "property damage" arising out of the sole negligence of:

(i) the vendor for its own acts or omissions; or

(ii) the vendor's employees or anyone else acting on its behalf.

However, paragraph (h) does not apply to:

(i) the exceptions contained in subparagraphs (d) or (f); or

(ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(3) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.
c. Lessors of Equipment

(1) Subject to a., above, any person or organization from whom you lease equipment is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment you lease from that person or organization. However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(2) No such person or organization is an additional insured as respects any:

(a) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or

(b) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person(s) or organization(s).

d. Lessors of Land or Premises

(1) Subject to a., above, any person or organization from whom you lease land or premises is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(2) No such person or organization is an additional insured as respects any:

(a) "occurrence" that takes place before you lease that land or premises; or

(b) "occurrence" that takes place after your lease ends; or

(c) structural alteration, new construction or demolition operation performed by or on behalf of such person(s) or organization(s).

e. Architects, Engineers or Surveyors

(1) Subject to a., above, any person or organization you engage as an architect, engineer, or surveyor is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations:
However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(2) No such person or organization is an "additional insured" with respect to any:

(a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:

(i) the preparing, approving, or failing to prepare or approve, any map, shop drawing, opinion, report, survey, field order, change order, drawing, specification; or

(ii) any supervisory, inspection, architectural or engineering activity.

f. Permits Or Authorizations Relating To Premises Issued By State Or Governmental Agency Or Subdivision Or Political Subdivision

(1) Subject to a., above, any federal, state, or local government or governmental agency or subdivision or political subdivision that issues you a permit.

(2) No such government or agency is an additional insured with respect to any:

(a) "bodily injury," "property damage" or "personal or advertising injury" arising out of operations performed for that government or agency; or

(b) "bodily injury," "property damage" or "personal or advertising injury" including within the products-completed operations hazard.

g. Any Other Party

(1) Subject to a., above, any person or organization described neither:

(a) as an insured in SECTION II - WHO IS AN INSURED, 1. through 3., nor

(b) as an additional insured in b. through f. above,

is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(i) in the performance of your ongoing operations;

(ii) in connection with premises owned by or rented to you; or

(iii) in connection with "your work" and included within the "products-completed operations hazard," but only if:
i. the written contract or agreement requires you to provide such coverage to such additional insured; and

ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such "additional insured."

(c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:

(i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
L. Additional Insureds - Limits of Insurance

The following is added to SECTION III - LIMITS OF INSURANCE:

Additional Insureds - Limits of Insurance

The most we will pay on behalf of any additional insured described in J., above is the amount of insurance:

a. required by contract or agreement; or

b. available under the applicable Limits of Insurance shown in the Declarations whichever is less.

Such amounts shall not increase the applicable Limits of Insurance shown in the Declarations.

M. Knowledge of Occurrence, Claim or Suit

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any "occurrence"; claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership; or

c. an executive officer or insurance manager, if you are a corporation;

d. a manager, if you are a limited liability company;

e. a trustee, if you are a trust;

f. an elected or appointed official, if you are a political subdivision or public entity.

N. Unintentional Failure to Disclose Hazards

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

O. Notice of Occurrence

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, a.:

Failure of the insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.
P. Amended Bodily Injury Definition

Under SECTION V - DEFINITIONS, Definition 3. Bodily Injury is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

Q. Broadened Mobile Equipment

1. Under SECTION V - DEFINITIONS, Definition 12. Mobile Equipment, the following is added under 12.f(1):

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

2. The following is added to SECTION II - WHO IS AN INSURED:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation

Under SECTION V - DEFINITIONS, Definition 14. Personal and Advertising Injury, item 14.h. is added:

h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of;

(a) an insured; or

(b) any "executive officer" director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

S. Incidental Malpractice Liability

1. SECTION II - WHO IS AN INSURED is amended by deleting item 2.a.(1)(d) in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to physicians, dentists, nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

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2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Incidental medical malpractice" means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition 8. *Transfer of Rights of Recovery Against Others to Us*:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

a. your ongoing operations; or

b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and

d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

U. **Amended Insured Contract Definition**

1. Under **SECTION V - DEFINITIONS**, 9. *"Insured Contract", c.* is replaced by the following:

   c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS**, 9. *"Insured Contract", f.* is replaced by the following:

   f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

(1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

(1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) under which the Insured, if an architect, engineer or survey or, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

V. The following Conditions are added to the COMMON POLICY CONDITIONS:

1. In the event of a cancellation, we will give written notice of such cancellation to certificate holder(s) at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. The notice to the certificate holder(s) will state the effective date of the cancellation. However, such notice of cancellation is solely for the purpose of informing the certificate holder(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

2. This endorsement does not entitle the certificate holder(s) to any benefit, rights or protection under this policy.

3. Notices will be sent to the certificate holder(s) according to the information on file with the agent of record or with us. If the information provided for said certificate holder(s) is not accurate we assume no responsibility for the failure to notify. If the information is incorrect, we will assume that all information pertaining to the certificate holder(s), including the mailing or email address, is accurate and correct as provided to the agent of record or to us.

4. Failure to give notice in accordance with the terms of this Condition does not:
   a. Alter the effective date of policy cancellation, nonrenewal or expiration;
   b. Render such cancellation ineffective;
   c. Grant, alter, or extend any rights or obligations under this policy; or
   d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.
   e. Impose any obligations or liability of any kind upon us, our agents or representatives.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE "OCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY", OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location(s) of Covered Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY"
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

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

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or

2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

However;

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE OCCURRENCE OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY", OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE OCCURRENCE OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location And Description of Completed Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS

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

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Schedule

**Name of Additional Insured Person(s) or Organization(s)**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE OCCURRENCE OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE OCCURRENCE OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

### Location(s) of Covered Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or

2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured(s) at the location(s) designated above.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

2. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE OCCURRENCE* OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY", OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS ENTERED INTO PRIOR TO THE "OCCURRENCE* OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location And Description of Completed Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED OPERATIONS

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

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
i. the written contract or agreement requires you to provide such coverage to such additional insured; and

ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and

(b) the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such "additional insured."

(c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:

(i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

K. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Incidental medical malpractice" means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

a. your ongoing operations; or

b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and

d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

U. **Amended Insured Contract Definition**

1. Under **SECTION V - DEFINITIONS**, 9. "**Insured Contract**", c. is replaced by the following:

   c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS**, 9. "**Insured Contract**", f. is replaced by the following:

   f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

(f) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

(f) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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Masonry/Rock Wall Investigation

between

Atkinson-Noland & Associates, Inc.
2619 Spruce Street
Boulder, Colorado 80302

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and ATKINSON-NOLAND & ASSOCIATES, INC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires rock wall investigation and documentation services on an “on-call” basis (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 on-call consulting services to ensure the City accurately investigates and documents the stone masonry walls within the City of Black Hawk.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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's 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

Atkinson-Noland & Associates, Inc.
2619 Spruce Street
Boulder, CO 80302
Attn: David Woodham, PE
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: ________________

Stephen N. Cole, Acting City Manager

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
STATE OF COLORADO
COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 6th day of November, 2018, by Deborah Millenmx as the Business Manager of Atkinson-Noland & Associates.

My commission expires: 07-19-2022

(SEAL)

CAELEY COLGAN
Notary Public
State of Colorado
Notary ID # 20184029453
My Commission Expires 07-19-2022

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

FROM: Deborah Millner
Atkinson-Noland & Associates, Inc.

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

Project Name: On-Call Professional Services Agreement – Stone Masonry Wall Investigation & Reporting

Bid Number: N/A Project Number: N/A

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 6th day of November, 2018.

Prospective Contractor: Atkinson-Noland & Associates, Inc.

By:

Title: Business Manager
NO EMPLOYEE AFFIDAVIT

This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

_________________________  ____________________
Signature                      Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

[Signature]
Contractor Signature
Atkinson-Noland & Associates, Inc.

[Date]
11/6/2018

STATE OF COLORADO  
COUNTY OF Boulder 

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6 day of November, 2018, by Deborah Mullinor as Business Manager of Atkinson-Noland.

My commission expires: 07/19/2022

(S E A L)

[Seal]
Notary Public
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

SCOPE OF WORK

The City shall provide a Scope of Work to the Contractor on a project-by-project basis.

The Contractor shall provide a quote based on the attached Schedule of Charges (Exhibit A-1) and Scope of Work provided by the City to the Contractor on each project.
EXHIBIT A-1
RATE SHEET

ATKINSON-NOLAND & ASSOCIATES – 2019 HOURLY SERVICES

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<tr>
<th>SKILL CLASSIFICATION</th>
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<tr>
<td>Expert Witness/Litigation Services</td>
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</table>

- Travel expenses previously authorized by client.
- Rental of in-house testing and technical equipment.
- Miscellaneous expenses, including but not limited to: long distance telephone calls; field office expenses; computer time; equipment rental; reproduction costs; etc.
- Travel and other direct expenses are billed at cost plus 15 percent.
- Local mileage shall be charged at the current rate approved by the IRS.
- Travel time, when Atkinson-Noland & Associates employees are required to travel to client's facility to provide services, shall be at the appropriate Skill Classification Hourly Rate.
CERTIFICATES OF INSURANCE
## Certificate of Liability Insurance

### Important Notice

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.

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).

### Insurers

- **Atkinson-Noland & Associates, Inc.**
  - 2619 Spruce Street
  - Boulder, CO 80302

- **Chartier Oak Fire Insurance Co.**
  - 25615

- **Travellers Indemnity Company**
  - 25658

### Coverages

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<th>No.</th>
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<th>CODL SUBR INSD. WDV</th>
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<th>Policy Exp (MM/DD/YYYY)</th>
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</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles

City of BlackHawk and officers, employees, and consultants are additional insureds with respect to general liability as required by written contract.

### Certificate Holder

City of BlackHawk
Community Planning & Development Dept.
PO BOX 68
BlackHawk, 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

© 1988-2014 ACORD Corporation. All rights reserved.
Agreement for Professional Services
2019 On-Call Professional Services
Planning, Lane Use

between

Baseline Engineering Corporation
112 North Rubey Drive, Suite 210
Golden, Colorado 80403

and

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

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RECITALS:

A. The City requires miscellaneous on-call consulting services for planning, land use and development review (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 on-call consulting services on various planning, land use and development review, as described in Exhibit A.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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.

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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 $40,500 without prior approval for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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’s 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

Baseline Engineering Corp.
112 N. Rubey Dr. #210
Golden, CO 80403
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: __________________________________________________________________________

Stephan N. Cole, Acting City Manager

ATTEST:

_______________________________________________________________________________

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

_______________________________________________________________________________

Corey Y. Hoffmann, City Attorney
Baseline Engineering Corp.

By: [Signature]

Its: Vincent Harris, VP

STATE OF COLORADO

) ss.

COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 10th day of November, 2018, by Vincent Harris as the Vice President of Baseline Engineering Corporation.

My commission expires: 02/07/2019

(SEAL)

TIFFANY R. LOVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074005522
MY COMMISSION EXPIRES FEBRUARY 7, 2019

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

FROM: __________________________________________________________________________

Baseline Engineering Corp.

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

Project Name: On-Call Consulting Services on Various Planning, Land Use and Development Projects

Bid Number: N/A          Project Number: N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this ______ day of ______, 20__

Prospective Contractor: Baseline Engineering Corp

By: ____________________________

Title: Vincent Harris, VP
NO EMPLOYEE AFFIDAVIT
This Page Not Applicable

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

   OR

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

2. Check one.
   □ I, ______________________, am a United States citizen or legal permanent resident.

   The City must verify this statement by reviewing one of the following items:
   o A valid Colorado Driver’s license or a Colorado identification card
   o A United States military card or a military dependent’s identification card
   o A United States Coast Guard Merchant Mariner card
   o A Native American tribal document or
   o 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
   o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

   OR

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

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

   ______________________    ______________________
   Signature                  Date

Rev. 10/2018 157 of 416
DEPARTMENT PROGRAM AFFIDAVIT

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

Vincent Harris, on behalf of
Baseline Engineering Corporation, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

[Signature]
Contractor Signature
Baseline Engineering Corp.

11/6/18
Date

STATE OF COLORADO )
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of November, 2018, by Vincent Harris as Vice President of Baseline Engineering Corporation

My commission expires: 02/07/2019

(SEAL)

TIFFANY R. LOVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2007400552
MY COMMISSION EXPIRES FEBRUARY 7, 2019

Notary Public
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

- A Driver’s License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver’s License Issued by a Canadian Government Authority
EXHIBIT A
2019 BASELINE SCOPE OF SERVICES

Provide a sustainable approach to all planning and land development assignments and projects. Supplement City staff time, complement City staff expertise, provide an independent perspective, and ensure credibility while administering, managing and overseeing coordination obligations for all phases related to community planning and development projects for the City of Black Hawk.

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Advise the CP&D Administrator on planning-related matters;
2. Participate in professional planning activities:
   a. Agreements:
      • Boundary Line
      • License
      • Subdivision
   b. Board of Appeals
   c. Certificate of Appropriateness
   d. Certificate of Occupancy
   e. Change of Use
   f. Comprehensive Plan
   g. Design Standards – Commercial
   h. Easements:
      • Air Space
      • Roadway
      • Temporary Construction Easements
   i. FEMA Elevation Certificate
   j. Permits:
      • Flood Plain Development
      • Special Use
      • Temporary Use
   k. Planned Unit Development
   l. Plats:
      • Subdivision plat (Final Plat and Preliminary Plat)
      • Minor Plat
      • Annexation Plat
   m. Signs:
      • Comprehensive Sign Plan
      • Standard Sign Plan
   n. Site Development Plan
   o. Vacations
   p. Variances
   q. Zoning/Rezoning
3. Review proposals for development to ensure regulations and generally accepted planning practice is followed. Monitor and ensure compliance with local, state and federal laws.
4. Oversee specialized planning functions such as large-scale new development proposals;
5. Perform application and case review to include report preparation and presentation;
6. Perform research;
7. Attend, participate, and perform post administrative actions subsequent to Development Review Committee and City Council meetings;
8. Meeting Attendance / Meeting Minute Preparation.
**EXHIBIT A-1**
**SCHEDULE OF CHARGES**

**Baseline for 2019**

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<th>Title</th>
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CERTIFICATES OF INSURANCE
# Certificate of Liability Insurance

**Policy Number:**

**Date Entered:** 05/22/2018

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## Certificate of Liability Insurance

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

**Important:** If the certificate holder is an additional insured, the policy(ies) must 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

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

**Contact Information:**

- **Phone (AIC No. Ext.):** (972) 235-3030  
- **Fax (AIC No.):** (972) 235-3556  
- **E-mail:** brunker@riskpro.us

### Insured

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

### Coverages

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<td>$1,000,000</td>
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</table>

**Description of Operations/locations/Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

---

## 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]

---

© 1988-2015 ACORD CORPORATION. All rights reserved.
Agreement for Professional Services

2019 On-Call Professional Services
Owners Representative

between

NV5, Inc.
2650 18th Street, Suite 202
Denver, Colorado 80211

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and NVS, INC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous on-call consulting services as an Owner’s Representative (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 on-call Owner’s Representative services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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's 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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: Cynthia Linker  
Community Planning & Development Administrator

The Contractor:

NV5, Inc.  
2650 18th Street, Suite 202  
Denver, CO 80211  
Attn: John Bills
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: ____________________________
    Stephen N. Cole, Acting City Manager

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
NV5, Inc.

By: ____________________________
    
Its: ______________________________
    
STATE OF COLORADO  
    
COUNTY OF DENVER  
    
The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of NOVEMBER, 2018, by JOHN BILLS as the COO-PM of NV5.

My commission expires: AUGUST 17, 2022

(SEAL)

JYONA MOORE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184033038  
MY COMMISSION EXPIRES AUGUST 17, 2022
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: ____________________________

NV5, Inc.

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

Project Name:
   On-call Owner’s Representative services

Bid Number: N/A  Project Number: N/A

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 26 day of November, 2018

Prospective Contractor: NV5, Inc.

By: ____________________________
   [Signature]

Title: ____________________________
   Managing Director
NO EMPLOYEE AFFIDAVIT
This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

_________________________________________  ____________________________________________
 Signature                                           Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I, John Bills, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

Contractor Signature

NV5, Inc.

Date

STATE OF COLORADO )
COUNTY OF DENVER ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26th day of NOVEMBER, 2018, by John Bills as Cod-FM of NV5.

My commission expires: AUGUST 17, 2022

(SEAL)

JYONA MOORE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184033036
MY COMMISSION EXPIRES AUGUST 17 2022

Notary Public
# Acceptable Documents for Lawful Presence Verification

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

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

## OR

## Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

## AND

## Documents that Serve to Prove Identification:

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

The City shall provide a Scope of Work to the Contractor on a project-by-project basis.

Contractor shall provide a quote based on the attached Schedule of Charges (Exhibit A-1) and Scope of Work provided by the City to the Contractor on each project.
EXHIBIT A-1
SCHEDULE OF CHARGES

NV5 hourly rates for proposed projects in 2019 are as shown in the table below. Rates for years beyond 2019 will increase at the rate of Consumer Price Index Inflation with a minimum increase of 3% per year.

<table>
<thead>
<tr>
<th>POSITION / ROLE</th>
<th>2019 HOURLY RATE</th>
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</thead>
<tbody>
<tr>
<td>Project Executive</td>
<td>$130.30</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$118.97</td>
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<tr>
<td>Project Manager</td>
<td>$107.64</td>
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</tbody>
</table>

In addition to the hourly rates, reimbursable expenses will be billed as follows:

- Mileage – to be billed at IRS rate
- Printing - $0.15/page
- Reprographics – at cost (varies by size/quantity of drawings)
- Shipping – at cost

All reimbursable expenses billed at cost, with no mark-up.
CERTIFICATES OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Cavignac & Associates
450 B Street, Suite 1800
San Diego CA 92101

INSURED
Consilium Partners, LLC
2650 18th Street, Suite 202
Denver, CO 80211

CONTACT NAME: Certificate Department
PHONE: 619-744-0574
FAX: 619-234-8601
E-MAIL: certificates@cavignac.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Valley Forge Insurance Company
20508
INSURER B: Continental Casualty Co.
20443
INSURER C: National Fire Ins. Hartford
20478
INSURER D: Berkley Insurance Company
32603
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER: 1344331690

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>ADJL SUBWR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y</td>
<td>60570405030</td>
<td>5/1/2018</td>
<td>5/1/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $15,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td>DEDuctible $0</td>
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<td>5/1/2018</td>
<td>5/1/2019</td>
<td>COMBINED SINGLE LIMIT (Ex accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BOOGLY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>5/1/2018</td>
<td>5/1/2019</td>
<td>EACH OCCURRENCE $</td>
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<td>AGGREGATE $</td>
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<td>5/1/2018</td>
<td>5/1/2019</td>
<td>Each Claim Aggregate $10,000,000</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured coverage applies to General and Automobile Liability for City of Black Hawk per policy form. Waiver of subrogation applies to General and Automobile Liability and Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER
City of Black Hawk
PO 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

© 1988-2014 ACORD CORPORATION. All rights reserved.
Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such written contract; or

B. in the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:

1. the written contract requires you to provide the additional insured such coverage; and

2. this coverage part provides such coverage.

II. But if the written contract requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the written contract; or

B. a higher limit of insurance than required by the written contract.

IV. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.

V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

Primary and Noncontributory Insurance
With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and
B. was executed prior to:
1. the bodily injury or property damage; or
2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name Of Person Or Organization:</strong></td>
</tr>
<tr>
<td>Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.</td>
</tr>
</tbody>
</table>

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.
ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE

<table>
<thead>
<tr>
<th>Name of Additional Insured Person Or Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or agreement that such person (s) or organization (s) be added as Additional Insured on your policy.</td>
</tr>
</tbody>
</table>

1. Paragraph A.1. Who Is An Insured of Section II – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:
   a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
      (1) Required by the "written contract"; or
      (2) Afforded to you under this policy.

3. Condition 2. Duties In the Event of Accident, Claim, Suit or Loss of Section IV – BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:
   An additional insured under this endorsement will as soon as practicable:
   a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
   b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
   d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit".

4. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:
   "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
   1. Is currently in effect or becomes effective during the term of this policy; and
   2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Material used with permission of ISO Properties, Inc
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>
<th>NV5 Global, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>05/01/2018</td>
</tr>
</tbody>
</table>

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

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.
NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.
NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. [ ] Specific Waiver

[X] Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: Waiver of Subrogation Operations

3. Premium:

The premium charge for this endorsement shall be Waiver of Subrogation Percent of Premium percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Waiver of Subrogation Advance Premium

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.
Agreement for Professional Services
2019 On-Call Professional Services
Historic Preservation

between

Pinyon Environmental, Inc.
Corporate Headquarters
3222 South Vance Street
Lakewood, Colorado 80227

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and PINYON ENVIRONMENTAL, INC hereinafter referred to as "Contractor").

REQUITALS:

A. The City requires on-call historic preservation consulting and advising services (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 on-call historic preservation consulting and advising services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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.

Rev. 10/2018
IV. COMPENSATION

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A.** Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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

INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, 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’s 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 paragraph VIII. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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:  Cynthia Linker
Community Planning & Development Administrator

The Contractor:
Pinyon Environmental, Inc.
Corporate Headquarters
3222 South Vance Street
Lakewood, CO  80227
Attn:  Brian Partington, Principal – Project Delivery
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: ________________________________

Stephen N. Cole, Acting City Manager

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney
Pinyon Environmental, Inc.

By:  [Signature]

Its:  Principal

STATE OF COLORADO  

COUNTY OF Jefferson  

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 7th day of November, 2018, by Brian Pachton as the Principal of Pinyon Environmental, Inc.

My commission expires: 5/25/2019

(SEAL)

DENISE KREJCI  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19954008242  
MY COMMISSION EXPIRES MAY 25, 2019

Rev. 10/2018
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Brian R. Portman
Pinyon Environmental, Inc.

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

Project Name:
On-Call Historic Preservation Consulting and Advising Services

Bid Number: N/A  Project Number: N/A

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 7th day of November, 2018

Prospective Contractor: Pinyon Environmental, Inc.

By: ____________________________

Title: Principal
NO EMPLOYEE AFFIDAVIT

This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

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

○ A United States Coast Guard Merchant Mariner card

○ A Native American tribal document or

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

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

OR

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

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

_________________________ __________________________
Signature Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Shannon Lucio  
Contractor Signature

Pinyon Environmental, Inc.

11-7-18  
Date

STATE OF COLORADO  
) ss.

COUNTY OF Jefferson  
) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of November, 2018, by Shannon Lucio as Principal of Pinyon Environmental, Inc.

My commission expires: 5/25/2019

(SEAL)

DENISE KREJCI  
NOTARY PUBLIC

STATE OF COLORADO
NOTARY ID: 19954008242
MY COMMISSION EXPIRES MAY 25, 2019

Notary Public

Rev. 10/2018

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# ACCEPTABLE DOCUMENTS FOR
# LAWFUL PRESENCE VERIFICATION

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

## 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

## 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

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EXHIBIT A

SCOPE OF SERVICES
PINYON ENVIRONMENTAL, INC

Services and responsibilities may include, but not necessarily be limited to, the following:
1. Provide Historic Preservation Consulting Services
2. Advise Black Hawk Historic Preservation Commission
3. Advise Black Hawk City Council
4. Advise Black Hawk City Staff

The City may provide a Scope of Work to the Contractor on a project by project basis. The Contractor may be asked to provide a quote based Exhibit A-1 – Schedule of Charges for each project scope.
EXHIBIT A-1

SCHEDULE OF CHARGES – 2019
PINYON ENVIRONMENTAL, INC

The City shall pay Contractor a retainer of One Thousand Dollars ($1,000.00) per month, which amount shall be paid to Contractor as a minimum amount paid on a monthly basis to Contractor. Contractor shall invoice the City in accordance with this Schedule of Charges, and Section IV of this Agreement. Contractor shall be paid for all invoiced work on a monthly basis to the extent such invoiced work exceeds One Thousand Dollars ($1,000.00), but in the event such invoiced work is less than One Thousand Dollars ($1,000.00), Contractor shall nonetheless be due the retainer amount of One Thousand Dollars ($1,000.00).
<table>
<thead>
<tr>
<th>Activity/Labor Category</th>
<th>General Responsibilities</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>General project administration, invoicing, project support.</td>
<td>$63</td>
</tr>
<tr>
<td>Field Specialist / Project Assistant</td>
<td>Data management and administrative support, maintain field equipment; administrative contract control.</td>
<td>$80</td>
</tr>
<tr>
<td>Field Engineer/Scientist</td>
<td>Conducts routine field surveys to support General Professional levels, as well as compilation of scientific data collection and research.</td>
<td>$98</td>
</tr>
<tr>
<td>CAD/GIS Specialist</td>
<td>AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. GIS Specialist Utilizes programs such ESRI ArcGIS to graphically present data, or create figures or maps.</td>
<td>$88</td>
</tr>
<tr>
<td>CAD/GIS Specialist I</td>
<td>CAD Specialist is responsible for supervising junior-level staff configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. Individual may possess knowledge of 3-D High-Tech Animation for software 3-D Studio Max or 3-D Studio VIZ. GIS Specialist I is responsible for conducting GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.</td>
<td>$109</td>
</tr>
<tr>
<td>CAD/GIS Specialist II</td>
<td>Directs and gathers GIS data and prepares complex reporting and analysis. Oversight of technical products related to GIS project management support. Conducts GIS data conversion, documentation, mapping and analysis. Utilizes software such as ESRI ArcGIS, and interprets data for various technical disciplines (e.g., biology, economics, NEPA).</td>
<td>$143</td>
</tr>
<tr>
<td>Archeologist/ Historian</td>
<td>Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources.</td>
<td>$109</td>
</tr>
<tr>
<td>Archeologist/ Historian I</td>
<td>Implements initial evaluations and recommendations for significance, effect, and treatment of cultural resources, and writes descriptive technical reports.</td>
<td>$118</td>
</tr>
<tr>
<td>Archeologist/ Historian II</td>
<td>Prepares complex reporting and analysis, including oversight of technical products related to historic, archeological, paleontological, Section 106 and Section 4(f) resources. Directs the implementation of initial evaluations and recommendations for significance, effect, and treatment of cultural resources.</td>
<td>$143</td>
</tr>
<tr>
<td>Archeologist/ Historian III</td>
<td>Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level archaeologists and historians; development of work plans, research designs, and mitigation proposals; adherence to professional standards; and integration of field data into comparative regional perspectives for analytical (evaluative) purposes.</td>
<td>$183</td>
</tr>
<tr>
<td>Engineer</td>
<td>Conducts the collection and initial interpretation of engineering, and assists with the preparation of figures, exhibits, charts and data tables.</td>
<td>$109</td>
</tr>
<tr>
<td>Engineer I</td>
<td>Conducts data analysis and input, field data gathering, and miscellaneous field services related to environmental engineering, and writes descriptive technical reports.</td>
<td>$118</td>
</tr>
<tr>
<td>Engineer II</td>
<td>Prepares complex reporting and analysis including oversight of technical products related to engineering studies, requirement development and programming, engineering site investigations and evaluation, facility criteria development, facility requirements development, budget and programming support, environmental analyses and program execution.</td>
<td>$143</td>
</tr>
<tr>
<td>Activity/Labor Category</td>
<td>General Responsibilities</td>
<td>Rate</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Engineer III</td>
<td>Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level engineers; performing engineering studies; developing requirements and programming; engineering site investigations and evaluation; facility criteria development; facility requirements development, budget and programming support; and environmental analyses and program execution.</td>
<td>$183</td>
</tr>
<tr>
<td>Project Manager I</td>
<td>Project management on routine projects. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution. Familiar with planning, supervising and overseeing the overall project tasks.</td>
<td>$143</td>
</tr>
<tr>
<td>Project Manager II</td>
<td>Project management, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.</td>
<td>$168</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Responsible for planning, scheduling and overseeing the overall program as well as directing and coordinating various project tasks. The Program Manager also maintains a productive and effective client relationship with the most senior levels of the client organization.</td>
<td>$188</td>
</tr>
<tr>
<td>Executive Management</td>
<td>Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.</td>
<td>$205</td>
</tr>
<tr>
<td>Expert Witness</td>
<td>Expert Witness Preparation and Deposition.</td>
<td>$225</td>
</tr>
</tbody>
</table>

**LUMP SUM EQUIPMENT CHARGES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Visits (General Projects/Historic Field Survey)</td>
<td>$40/day</td>
</tr>
<tr>
<td><strong>OTHER FEES</strong></td>
<td></td>
</tr>
<tr>
<td>Mileage (passenger car)</td>
<td>Current IRS rate</td>
</tr>
<tr>
<td>Project Initiation Fee</td>
<td>$150 (flat fee)</td>
</tr>
<tr>
<td>Outside Expenses (e.g., shipping, rental equipment, travel)</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Subcontractor/Subconsultant/Laboratory Fees</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td><strong>Specialty In-House Equipment Billable as Indicated in Site-Specific Proposals</strong></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATES OF INSURANCE
ACORD™

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
USI Colorado, LLC Prof Liab
P.O. Box 7050
Englewood, CO 80155
800 873-8500

INSURED
Pinyon Environmental, Inc. dba: Pinyon Environmental Engineering Resources Inc
3222 S. Vance St., #200
Lakewood, CO 80227

CONTACT NAME: Phone: 900 873-8500
(FAC, No., Ext): 900 873-8500
E-MAIL: NAIC #
ADDRESS: INSURER(S) AFFORDING COVERAGE

INSURER A: Admiral Insurance Company
24856
INSURER B: Hartford Fire Ins Co of the Midwest
19682
INSURER C: Hartford Underwriters Insurance Co.
30104
INSURER D:
INSURER E:
INSURER F:

COVERAGE:

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>ADL/INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X FEIECC1713905</td>
<td>08/13/2018</td>
<td>08/13/2019</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED MACHINERY: $60,000</td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person): $5,000</td>
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<td></td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE: $2,000,000</td>
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<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY: $2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND Employers Liability</td>
<td>ANY PROPRIETORS PARTNER EXECUTIVE OFFICER</td>
<td>N/A 34WEG8X3924</td>
<td>08/13/2018</td>
<td>08/13/2019</td>
<td>PER STATUTE</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
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<tr>
<td>A</td>
<td>PROFESSIONAL LIABILITY Claims Made</td>
<td>FEIECC1713905</td>
<td>08/13/2018</td>
<td>08/13/2019</td>
<td>Per Claim $1,000,000</td>
<td>Annl Aggr. $2,000,000</td>
</tr>
</tbody>
</table>

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

If required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Excess Liability but only with respect to liability arising out of the Named Insureds work performed on behalf of the certificate holder and owner. This (See Attached Descriptions)

CERTIFICATE HOLDER
City of Black Hawk
Attn: City Clerk
P.O. Box 88
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

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ACORD 25 (2016/03) 1 of 2
The ACORD name and logo are registered marks of ACORD
#S23676269/M23674362
PPKZP 213 of 416
insurance will apply on a primary, non-contributory basis. A Blanket Waiver of Subrogation applies for
General Liability, Automobile Liability, Pollution Liability, Professional Liability, Workers Compensation
and Excess Liability. The Excess Liability policy provides excess coverage over the General Liability,
Automobile Liability, Workers Compensation, Contractors Pollution Liability & Professional Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers'
Compensation.

Contractors Pollution Liability-Policy Number: FEIECC1713905; $1,000,000 Per Claim/$2,000,000 Annu Aggr.
Occurrence Basis
RE: Historic Preservation Consulting and Advising Service.
Additional Insured: City of Black Hawk and their officers and employees.
City of Black Hawk, Colorado

Agreement for Professional Services

2019 On-Call Professional Services
Residential Appraisal Services

between

Valuations, Inc.
PO Box 726
Black Hawk, Colorado 80422

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and VALUATIONS, INC. hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous consulting services for residential real estate appraisals on an “on-call” basis (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 on-call residential real estate appraisal services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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's 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. (N/A) **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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. (N/A) **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 Contractors 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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

Valuations, Inc.
PO Box 726
Black Hawk, CO 80422
Attn: Kent T. Parkhurst
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: ____________________________
    Stephen N. Cole, Acting City Manager

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
Valuations, Inc.
By: ________________________________
Its: ________________________________

STATE OF COLORADO
) ss.
COUNTY OF Gilpin

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 15
day of November, 2018, by Kent Tyson as the President of Valuations, Inc.

My commission expires: 3/25/2019

(SEAL)

MICHELE MARTIN
Notary Public

NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20154012152
My Commission Expires 3/25/2019
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

This Page Not Applicable

FROM: ____________________________________________

(Prospective Contractor)

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

Project Name ____________________________________________

Bid Number ________________________________ Project No. ________________________________

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of ______________________, 20_____

Prospective Contractor ____________________________________________

By: ____________________________________________

Title: ____________________________________________

11
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 Valuations, Inc., a [specify type of entity—i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

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

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

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

OR

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

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

Signature: ___________________________  Date: 11/15/2018

Valuations, Inc.
DEPARTMENT PROGRAM AFFIDAVIT

This Page Not Applicable

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

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

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

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

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

Contractor Signature ___________________________ Date ________________

STATE OF COLORADO )
COUNTY OF ________________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of ____________________, 20___, by ______________________ as ___________________________.

My commission expires:

________________________
(S E A L)

Notary Public

Rev. 10/2018
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 of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

SCOPE OF WORK

The City shall provide a Scope of Work to the Contractor on a project-by-project basis.

The Contractor shall provide a quote based on the attached Schedule of Charges (Exhibit A-1) and Scope of Work provided by the City to the Contractor on each project.
EXHIBIT A-1

SCHEDULE OF CHARGES – 2019
VALUATIONS, INC.

<table>
<thead>
<tr>
<th>CAPACITY</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific Appraisal Service per home/building/land</td>
<td>$650</td>
</tr>
<tr>
<td>Final Inspection/Progress Inspections with report</td>
<td>$200</td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>$150</td>
</tr>
</tbody>
</table>

1. The per home rate includes all of the scope of work requirements provided by the City of Black Hawk.

2. Specific flat fees are all inclusive; based on the individual property to be appraised. This means the fee will include time, travel (mileage), materials used in the report process, and any other fees associated with the writing process.

3. If such services extend above and beyond the report provided, and/or additional inspections are needed during the rehabilitation/preservation process, then a per trip basis will apply.

Hourly rates apply when additional written and/or oral presentation is needed by the client.
CERTIFICATES OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

State Farm
MIKE SHIRACK INSURANCE AGENCY INC
17821 COTTONWOOD DR STE 100
PARKER, CO 80134

INSURED

VALUATIONS INC
1224 COYOTE CIR
BLACK HAWK, CO 80422

CONTACT NAME: MIKE SHIRACK
PHONE: 303-690-0650
FAX: 303-690-8638
EMAIL: 

INSURER(S) AFFORDING COVERAGE: State Farm Fire and Casualty Company
NACID #: 25143

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.

INSR LMT TYPE OF INSURANCE ADD'L/SUB INSURER POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR Y Y 96-CE-A379-7 12/14/2017 12/14/2018 EACH OCCURRENCE $1,000,000

GENT. AGGREGATE LIMIT APPLIES PER:

POLICY PROJ LOC

OTHER:

AUTOMOBILE LIABILITY

ANY AUTO
OWNED AUTOS ONLY SCHEDULED AUTOS
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY

UMBRELLA LIABILITY OCCUR CLAIMS-MADE

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYEES' LIABILITY Y Y N/A

ANY PROPRIETOR/Partner/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in Ri)

If yes, describe under DESCRIPTION OF OPERATIONS below

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

BUSINESS - OFFICE POLICY

ANNUAL PREMIUM: $325.00
PAID UNTIL: 12/14/2018

CERTIFICATE HOLDER

ADDITIONAL INSURED:

CITY OF BLACK HAWK & THE CITY'S OFFICERS,
EMPLOYEES, AND CONSULTANTS
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

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

001485 132946.12 03-16-2016

233 of 416
Agreement for Professional Services

2019 On-Call Professional Services
Environmental (Lead, Asbestos, Mold, Radon)

between

Weecycle Environmental Consulting, Inc.
1208 Commerce Court, Suite 5B
Lafayette, Colorado 80026

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1\textsuperscript{st} day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WEECYCLE ENVIRONMENTAL CONSULTING, INC hereinafter referred to as "Contractor").

RECITALS:

A. The City requires on-call environmental consulting and abatement services (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 on-call environmental consulting and abatement services.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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.

Rev. 04/2018
IV. COMPENSATION

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A.** Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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’s 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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 Contractors 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:
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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

Weecycle Environmental Consulting, Inc.
1208 Commerce Court, Suite 5B
Lafayette, CO 80026
Attn: Judith E. Sawitsky, President
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: ___________________________________________________
    Stephen N. Cole, Acting City Manager

ATTEST:

______________________________
Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

______________________________
Corey Y. Hoffmann, City Attorney
Weecycle Environmental Consulting, Inc.

By: [Signature]

Its: [Signature]

STATE OF COLORADO  
COUNTY OF Boulder  

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 60th day of November, 2018, by Judith S. Sawitsky as the President of Weecycle.

My commission expires: 2/4/2019

(SEAL)

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

FROM: Weecycle Environmental Consulting, Inc.

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

Project Name: On-Call Environmental Consulting and Abatement Services

Bid Number: N/A  Project Number: N/A

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 6 day of November, 2018

Prospective Contractor: Weecycle Environmental Consulting, Inc.

By: [Signature]

Title: President
NO EMPLOYEE AFFIDAVIT

This Page Not Applicable

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

__________________________________  _______________________
Signature                                  Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I, [Name of Contractor], as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

[Contractor Signature]
Weecycle Environmental Consulting, Inc.

[Date]

STATE OF COLORADO )
COUNTY OF ______________________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of November, 2018, by [Name of President] as President of Weecycle.

[Signature]

My commission expires:

(S.E.A. LAUREN K. YORK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 1999033786
MY COMMISSION EXPIRES FEBRUARY 4, 2019)

[Notary Public Signature]

Rev. 10/2018
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 of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

SCOPE OF WORK

The City shall provide a Scope of Work to the Contractor on a project-by-project basis.

The Contractor shall provide a quote based on the attached Schedule of Charges (Exhibit A-1) and Scope of Work provided by the City to the Contractor on each project.
EXHIBIT A-1  
2019 SCHEDULE OF CHARGES  
WEECYCLE ENVIRONMENTAL CONSULTING, INC

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>BILLING RATE (per/hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Geologist</td>
<td>$115.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$ 80.00</td>
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<tr>
<td>Senior Technician</td>
<td>$ 50.00</td>
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<tr>
<td>Environmental Technician</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>Lead Inspector/Lead Risk Assessor</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>Lead Supervisor</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>Asbestos Project Designer</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Asbestos Project Manager</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Asbestos Inspector</td>
<td>$ 80.00</td>
</tr>
<tr>
<td>Air Monitoring Specialist</td>
<td>$ 60.00</td>
</tr>
<tr>
<td>Drafting</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>Document preparation/Word Processing/Clerical</td>
<td>$ 40.00</td>
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</tbody>
</table>

**LEAD BASED PAINT (LBP) SERVICES**  

<table>
<thead>
<tr>
<th>BILLING RATE (per/hr)</th>
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</thead>
<tbody>
<tr>
<td>Lead Survey + Samples</td>
</tr>
<tr>
<td>Lead Hazard Screen</td>
</tr>
<tr>
<td>Risk Assessment</td>
</tr>
<tr>
<td>Pre-renovation Testing</td>
</tr>
</tbody>
</table>

**ASBESTOS SERVICES**  

<table>
<thead>
<tr>
<th>BILLING RATE (per/hr)</th>
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<tbody>
<tr>
<td>Asbestos Survey + Samples</td>
</tr>
<tr>
<td>Daily Rate – Project Over-Site</td>
</tr>
<tr>
<td>Daily Rate – (Set &amp; Collect)</td>
</tr>
<tr>
<td>Final Visual Inspection &amp; Air Monitoring Clearances</td>
</tr>
<tr>
<td>Weekend Rate</td>
</tr>
<tr>
<td>Out of Town Rate</td>
</tr>
</tbody>
</table>

**ENVIRONMENTAL ASSESSMENTS**  

<table>
<thead>
<tr>
<th>BILLING RATE (Item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I Environmental Assessments</td>
</tr>
<tr>
<td>Phase II Environmental Assessments</td>
</tr>
<tr>
<td>Wetland/NEPA Compliance</td>
</tr>
<tr>
<td>LABORATORY</td>
</tr>
<tr>
<td>------------------------------------------------</td>
</tr>
<tr>
<td><strong>Lead</strong></td>
</tr>
<tr>
<td>Wipe/Soil Samples (Lead)</td>
</tr>
<tr>
<td>6 hr rush</td>
</tr>
<tr>
<td>24 hr</td>
</tr>
<tr>
<td>Bulk Chip Samples (Lead)</td>
</tr>
<tr>
<td>24 hr</td>
</tr>
<tr>
<td><strong>Asbestos</strong></td>
</tr>
<tr>
<td>PCM Analysis Asbestos</td>
</tr>
<tr>
<td>Bulk Asbestos (PLM)</td>
</tr>
<tr>
<td>2 hr rush</td>
</tr>
<tr>
<td>24 hr</td>
</tr>
<tr>
<td>3-5 day</td>
</tr>
<tr>
<td><strong>Point Count</strong></td>
</tr>
<tr>
<td>6 hr</td>
</tr>
<tr>
<td>24 hr</td>
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<tr>
<td>3 day</td>
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<tr>
<td><strong>INDOOR AIR QUALITY</strong></td>
</tr>
<tr>
<td>Bulk Samples</td>
</tr>
<tr>
<td>Air-O-Cell</td>
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<tr>
<td><strong>SAFETY GEAR</strong></td>
</tr>
<tr>
<td>Level A</td>
</tr>
<tr>
<td>Level B</td>
</tr>
<tr>
<td>Level C</td>
</tr>
<tr>
<td>Level D</td>
</tr>
<tr>
<td><strong>TRAVEL</strong></td>
</tr>
<tr>
<td>Car Mileage</td>
</tr>
<tr>
<td>Truck &amp; Equipment Trailer</td>
</tr>
<tr>
<td>Travel</td>
</tr>
<tr>
<td><strong>FIELD INSTRUMENTS</strong></td>
</tr>
<tr>
<td>Photo Ionization Detector</td>
</tr>
<tr>
<td>PH/Temp Meter</td>
</tr>
<tr>
<td>Conductivity/pH/Temp Meter</td>
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<tr>
<td>Water Level Indicator</td>
</tr>
<tr>
<td>Peristaltic Pump</td>
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<tr>
<td>Submersible Pump</td>
</tr>
<tr>
<td>Generator</td>
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<tr>
<td>Radiation Detector</td>
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<tr>
<td>OTHER EXPENSES</td>
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<tr>
<td>--------------------------------------</td>
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<tr>
<td>Miscellaneous Expenses</td>
</tr>
<tr>
<td>Project Supplies</td>
</tr>
<tr>
<td>Laboratory Analysis (not listed)</td>
</tr>
<tr>
<td>Mileage</td>
</tr>
<tr>
<td>Camera</td>
</tr>
<tr>
<td>Cell Phone</td>
</tr>
<tr>
<td>Black &amp; White Copies</td>
</tr>
<tr>
<td>Color Printing</td>
</tr>
<tr>
<td>Per Diem</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>
CERTIFICATES OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Van Oppen & Co. 2, Inc.
VOCC 2 Insurance & Risk Control Services
P.O. Box 793
Teton Village WY 83025

INSURED
Weecycle Environmental Consulting, Inc.
1208 Commerce Ct #5B
Lafayette CO 80026

CONTACT NAME: Brenda Todd
PHONE: N/A
FAX: 800-746-0048
E-MAIL ADDRESS: service@vancoppenco2.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Homeland Insurance Co. of NY
NAIC #: 34452

COVERAGES
CERTIFICATE NUMBER: 335380470

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>S. IN</th>
<th>T. IN</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBSCRIBED WOOD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A X</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y</td>
<td>793007872 0000</td>
<td>4/11/2018</td>
<td>4/11/2020</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>CLAIMS-MADE X OCCUR</td>
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<td>DAMAGE TO RENTED PREMISES (Ex. occurrence) $300,000</td>
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<td></td>
<td>CPL (Pollution)</td>
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<td>MED EXP (Any one person) $10,000</td>
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<tr>
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<td>GEVLY AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<tr>
<td></td>
<td>POLICY ENTRY LOC</td>
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<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
<td></td>
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<tr>
<td></td>
<td>OTHER:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/PROP AGG $2,000,000</td>
<td></td>
</tr>
</tbody>
</table>

| A | AUTOMOBILE LIABILITY | | | | | |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | SCHEDULED AUTOS | | | | |
| | HIRED AUTOS | NON-OWNED AUTOS | | | | |
| | UMBRELLA LIABILITY | OCCUR | CLAIMS-MADE | | | |
| | EXCESS LIABILITY | | | | | |
| | DED RETENTION $ | | | | | |

| A | WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY | Y | N/A | | | |
| | ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) | | | | | |
| | if yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |

| A | PROFESSIONAL LIABILITY | "Claims Made" | | | | |
| | 793007872 0000 | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Black Hawk is included as additional insured on the general liability as required by written contract.

CERTIFICATE HOLDER
City of Black Hawk
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

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# Certificate of Liability Insurance

**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 endorsement(s).

### Contact Information

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

**Insured:**
- Wee Cycle Environmental Consulting Inc
  - 1208 Commerce Cti Suite 5B
  - Lafayette, CO 80026

**Insurer(A):**
- Pinnacol Assurance
  - NAIC # 41190

### Coverages

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

### Table

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<th>Form LTR</th>
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### Descriptions

- **Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

  Excluded (If any): Judy Sawitsky

### Certificate Holder

- **1905130**
- City of Black Hawk
- 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:**
- Pinnacol Assurance

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ACORDs provided by Forms Boss. www.FormsBoss.com; (c) impressive Publishing 800-208-1977 255 of 416
Agreement for Professional Services

2019 On-Call Professional Services
Wood Identification and Consultation Services
(Wood, Doors, Windows)

between

Wood Identification and Consultation Services
704 South Longmont Avenue
Lafayette, Colorado 80026

and

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

Resolution 74-2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2019 by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and WOOD IDENTIFICATION AND CONSULTATION SERVICES hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous comprehensive investigation and documentation of age and condition of wood, door, window and various components on an “on-call” basis (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 on-call consulting services to ensure the City accurately investigates and documents wood, doors, windows and other components in each scope of services provided by the City of Black Hawk.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 amounts as described in Exhibit A-1 for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A-1. Invoices will 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, 2019.

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, or 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 sub-contractors, 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’s 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 the Agreement, 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 the Agreement 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 the Agreement insurance in sufficient amounts, durations, or types.
B. Contractor shall obtain and maintain during the life of the Agreement, and shall cause any subcontractor to obtain and maintain during the life of the Agreement, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **(N/A) Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, 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. **(N/A) 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 Contractors 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: Cynthia Linker
Community Planning & Development Administrator

The Contractor:

Wood Identification and Consultation Services
704 S. Longmont Avenue
Lafayette, CO 80026
Attn: Kim Dugan
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: ________________________________

Stephen N. Cole, Acting City Manager

ATTEST:

________________________________
Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

________________________________
Corey Y. Hoffmann, City Attorney
Wood Identification and Consultation Services

By: Kimberly D. Dugan

Its: President

STATE OF COLORADO
COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 28th day of November, 2019, by Kimberly Dugan as the President of Wood Identification and Consultation Services.

My commission expires: 8/8/2022

(Seal)

ALEC THOMPSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184031817
MY COMMISSION EXPIRES 08/08/2022
FROM: ______________________________________

(Prospective Contractor)

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

Project Name ______________________________________

Bid Number ___________________  Project No. ___________________

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of ____________________, 20____

Prospective Contractor ________________________________

By: _____________________________________________

Title: ____________________________________________
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

☐ I, Kimberly D. Dugan, am a United States citizen or legal permanent resident.

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

OR

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

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

__________________________  __________
Signature                     Date

Wood Identification and Consultation Services
DEPARTMENT PROGRAM AFFIDAVIT
This Page Not Applicable

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

I, ____________________________, as a public contractor under contract with the City of Black Hawk (the “City”), hereby affirm that:

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

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

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

______________________________  ____________________________
Contractor Signature                      Date

STATE OF COLORADO  )
 ) ss.
COUNTY OF ____________________________  )
The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of __________________, 20___, by __________________ as __________________ of _________________________.

My commission expires:

(SEAL)
Notary Public

Rev. 10/2018
ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION

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

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

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

SCOPE OF WORK

The City shall provide a Scope of Work to the Contractor on a project-by-project basis.

The Contractor shall provide a quote based on the attached Schedule of Charges (Exhibit A-1) and Scope of Work provided by the City to the Contractor on each project.
EXHIBIT A-1
SCHEDULE OF CHARGES

Wood Species Identification and Consultation Services Rates for 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Time</td>
<td>$75.00/hour</td>
</tr>
<tr>
<td>Site investigation</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>Research</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>Species Identification</td>
<td>flat fee = $415.00</td>
</tr>
<tr>
<td>Data Analysis</td>
<td>$105.00/hour</td>
</tr>
<tr>
<td>Report Writing</td>
<td>$105.00/hour</td>
</tr>
</tbody>
</table>
CERTIFICATES OF INSURANCE
CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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

<table>
<thead>
<tr>
<th>PROVIDER</th>
<th>USAA INSURANCE AGENCY INC/PHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td>(888) 242-1430</td>
</tr>
<tr>
<td>FAX</td>
<td>(888) 443-6112</td>
</tr>
<tr>
<td>PO BOX</td>
<td>33015</td>
</tr>
<tr>
<td>SAN ANTONIO TX 78265</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INSURED</th>
<th>KIMBERLY DUGAN DBAWOOD IDENTIFICATION AND CONSULTATION SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHONE</td>
<td>704 S LONGMONT AVE</td>
</tr>
<tr>
<td>LAFAYETTE CO 80026</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CERTIFICATE NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X 65 SSM TS7434 02/19/2018 02/19/2019</td>
</tr>
<tr>
<td>AUTO Mobile LIABILITY</td>
<td>X 65 SSM TS7434 02/19/2018 02/19/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIMITS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>EACH OCCURRENCE</td>
<td>1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES</td>
<td>1,000,000</td>
</tr>
<tr>
<td>MED EXP (Any one person)</td>
<td>10,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>1,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>2,000,000</td>
</tr>
<tr>
<td>PRODUCTS - COMPRO AGG</td>
<td>2,000,000</td>
</tr>
</tbody>
</table>

 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS 00 08 attached to this policy.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>CANCELLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF BLACK HAWK</td>
<td></td>
</tr>
<tr>
<td>PO BOX 68</td>
<td></td>
</tr>
<tr>
<td>BLACK HAWK, CO 80422</td>
<td></td>
</tr>
</tbody>
</table>

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RESOLUTION 75-2018
A RESOLUTION
APPROVING CERTAIN
SERVICE AGREEMENTS
FOR CALENDAR YEAR
2019
TITILE: 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>PEH Architects</td>
<td>Architectural</td>
</tr>
<tr>
<td>C.C.S. Consultants, Inc.</td>
<td>Surveying</td>
</tr>
<tr>
<td>Baseline Engineering Corp</td>
<td>General Civil</td>
</tr>
<tr>
<td>WL Contractors, Inc.</td>
<td>Traffic Signal and Highway Lighting</td>
</tr>
<tr>
<td>Ostrander Consulting, Inc.</td>
<td>Transit Assistance</td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>Geotechnical/testing</td>
</tr>
</tbody>
</table>

RESOLVED AND PASSED this 12th day of December, 2018.

___________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 75-2018, a Resolution authorizing the Mayor to execute the agreements for various annual service providers.

RECOMMENDATION: If City Council chooses to approve of Resolution 75-2018, the recommended motion is as follows: "Motion to approve Resolution 75-2018, 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 activities and signal maintenance services. These services are completed on a T&M basis.
These are budgeted items:

PEH Architectural
CCS Surveying
Baseline General Civil
Stolfus Roadway/Traffic
Terracon Geotechnical
Ostrander Transit
WL Traffic Signal and Highway Lighting

FUNDING SOURCE: varies by project

WORKSHOP DATE: December 12, 2018

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
Agreement for Professional Services
2019 On-Call Architectural Services

between

PEH Architects
1319 Spruce Street, Suite 207
Boulder, Colorado 80302
(303) 442-0408

and

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
(303) 582-1324

November 2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of ____________________, 20___, 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").

RECATALS:

A. The City requires miscellaneous professional architectural services (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 described 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 **Thirty thousand dollars ($30,000.00)** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit B. 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, 2019.**

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. INSURANCE

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

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

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

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

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

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

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

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

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) 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: ____________________________
    [Signature]

Its: _____________________________
    [Signature]

STATE OF COLORADO

COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 8th day of November, 2018, by Peter E. Heinz as the President of PEH Architects Inc. My commission expires: 1/12/2019

(SEAL)

CARLA ZESSIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154001550
MY COMMISSION EXPIRES 01/12/2019
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 2019 On-Call Architectural Services

Bid Number N/A Project No. N/A

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 8 day of NOVEMBER, 2018.

Prospective Contractor: PEH ARCHITECTS INC.

By:  

Title: PRESIDENT
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

☐ I, N/A____________________, 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, N/A____________________, 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, N/A____________________, am a United States citizen or legal permanent resident.

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

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

OR

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

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

 ____________________________  ___________________________
 Signature  Date
DEPARTMENT PROGRAM AFFIDAVIT

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

I, 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.

[Signature]
Contractor Signature

[Date]
Date

STATE OF COLORADO

COUNTY OF Boulder

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8 day of
November, 2019, by PETER E. HEINZ as President of PCH Architect Inc.

My commission expires: 1/12/2019

(S E A L)

CARLA ZESSIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154001550
MY COMMISSION EXPIRES 01/12/2019
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card 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
EXHIBIT A

SCOPE OF SERVICES
2019 On-Call Architectural Services

Services and responsibilities may include, but not necessarily be limited to, the following:

Development review. Contractor may review and comment on proposed development plans and reports that are received by the City. Contractor shall ensure proposed developments conform to applicable architectural standards and specifications.

General architectural design. The City may request the Contractor to complete various architectural designs and prepare architectural plans and specifications.

Opinions of probable construction costs. Contractor may prepare and/or review construction cost estimates pertaining to architectural work.

Meeting attendance. The City may request the Contractor to provide competent architectural personnel at one-time or regular meetings during design and/or construction phases of projects.

Contractor shall retain qualified personnel, including Architects registered in the State of Colorado, to perform the above Scope of Services.
EXHIBIT B

HOURLY BILLING RATES

The following hourly billing rates shall be established for services as described below:

- Professional services billable on an hourly basis.
- Additional services as defined in the Owner - Architect Agreement for Services.

Principal: $165.00  
Project Architect: $140.00  
Project Manager: 120.00  
CAD draftsperson: 85.00

Reimbursable expenses, billed at market rate plus 10%, shall include photography, blueprinting, photocopying, delivery, postage, FAX, CADD plotting and client authorized travel.
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

CONTACT NAME: Nicole Padua
PHONE: (303) 442-1484
FAX: (303) 442-8822
E-MAIL ADDRESS: npadua@taggartinsurance.com

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

COVERAGE NUMBER: 17-18 Master
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>
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<th>RISK LTR.</th>
<th>TYPE OF INSURANCE</th>
<th>ACCT</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<td>PRODUCTS - COMP/OP AGG $2,000,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>BA556054667GR</td>
<td>12/31/2017</td>
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<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</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)

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

CERTIFICATE HOLDER

clinker@cityofblackhawk.org

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
Regina Casey, CIC/RMC

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INS025 (201401) 296 of 416
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙S 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
Peb Architects Inc
1319 Spruce Street #207
Boulder, CO 80302

CONTACT
NAME: 
PHONE: (A/C, No. Ext):
EMAIL: 
FAX: (A/C, No.):

INSURER(S) AFFORDING COVERAGE
INSCR A: Pinnacol Assurance
41190

REVISION NUMBER:

COVERAGES

INDEX LTR
TYPE OF INSURANCE
ADDITIONAL INSURED
POLICY NUMBER
POLICY EFFECT
POLICY EXPIRY
LIMITS

COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCCUR

EACH OCCURRENCE $ 
DAMAGE TO RENTED PREMISES (Ex occurrence) $ 
MED EXP (Any one person) $ 
PERSONAL & ADV INJURY $ 
GENERAL AGGREGATE $ 
PRODUCTS - COMPOF AGG $ 

GENL AGGREGATE LIMIT APPLIES PER:
POLICY $ 
PROJECT $ 
LOC $ 

OTHER:

AUTOMOBILE LIABILITY
ANY AUTO
OWNED AUTOS ONLY
SCHEDULED AUTOS
NON-OWNED AUTOS ONLY
Hired AUTOS ONLY
UMBRELLA LIABILITY
EXCESS LIABILITY
OCCUR
CLAIMS-MADE

COMBINED SINGLE LIMIT (Per accident) $ 
BODILY INJURY (Per person) $ 
BODILY INJURY (Per accident) $ 
PROPERTY DAMAGE (Per accident) $ 

EACH OCCURRENCE $ 
AGGREGATE $ 

OVR: RETENTION $ 

WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY
ANY/PROPRIETOR/Partner/Executive Officer/Employee/Excluded (Mandatory in NH)
Y/N N/A

E.L. EACH ACCIDENT $1,000,000 
E.L. DISEASE - EA EMPLOYEE $1,000,000 
E.L. DISEASE - POLICY LIMIT $1,000,000 

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER
1942709
City of Black Hawk
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
Pinnacol Assurance

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# Certificate of Liability Insurance

**Producer:**
PUI Agency of Colorado, Inc.
PO Box 3412
Littleton, CO 80161-3412
Cindy L. King

**Insured:**
PEH Architects
Peter Heinz, AIA db/a
1319 Spruce Street, Suite 207
Boulder, CO 80302

**Insurer(s) Affording Coverage:**
- Insurer A: Navigators Insurance Company NAIC # 42307
- Insurer B:
- Insurer C:
- Insurer D:
- Insurer E:
- Insurer F:

## Coverages

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**Professional Liab**
CM18DPL031767IV
01/26/2018
01/26/2019
Ea Claim
Aggregate
2,000,000

**Description of Operations / Locations / Vehicles**

- [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]

## Certificate Holder

**CITYBLK**
City of Black Hawk
PO Box 68
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**

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FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT 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 CCS Consultants, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On December 13, 2018 the City and Contractor entered into a Professional 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: __________________________

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney
CONTRACTOR

By: Weston Spears
Print Name: Weston Spears
Title: Director of Operations
Date: 1/27/18

ATTEST:
By: Lynn A Greer
Print Name: Lynn A Greer
Title: Project Manager
Date: 1/27/18
## 2019 Hourly Service Rates

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<th>Rate</th>
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<td>CAD Technician</td>
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<td>One Man Survey Crew</td>
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<tr>
<td>Project Manager</td>
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</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$135/hour</td>
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</table>
ACORD™
CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
USI Colorado, LLC Prof Liab
P.O. Box 7050
Englewood, CO 80155
800 873-8500

INSURED
C C S Consultants, Inc.
4860 Robb Street, Suite 206
Wheat Ridge, CO 80033

CONTACT
NAME:
PHONE (A/C, Ext): 800 873-8500
ADDRESS:
EMAIL:
INSURER(S) AFFORDING COVERAGE:
NAIC #
INSURER A: Hartford Casualty Insurance Company 29424
INSURER B: Hartford Fire Ins Co of the Midwest 19982
INSURER C: XL Specialty Insurance Company 37885
INSURER D: Hartford Underwriters Insurance Co. 30104
INSURER E:
INSURER F:

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 HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS# LIMIT
LIT TYPE OF INSURANCE ADD SUBR/IP POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR
34SBWK84700 11/04/2018 11/04/2019 EACH OCCURRENCE $1,000,000
MED EXP (Any one person) $300,000
PERSONAL & ADV INJURY $10,000
GENERAL AGGREGATE $1,000,000
PRODUCTS - COMPOP AGG $2,000,000
OTHER

AUTOMOBILE LIABILITY
X ANY AUTO
OWNED AUTOS ONLY X SCHEDULED AUTOS
Hired AUTOS ONLY
UMBRELLA LIAB
EXCESS LIAB
DED RETENTION
34UEGFZ9729 11/04/2018 11/04/2019 COMBINED SINGLE LIMIT (Per accident) $1,000,000
BODY INJURY (Per person) $0
BODILY INJURY (Per accident) $0
PROPERTY DAMAGE (Per accident) $0
OTHER

EXCESS LIABILITY
CLAIMS MADE

PER STATUTE OTHER
34WEGKD8496 11/04/2018 11/04/2019 E.L. EACH ACCIDENT $1,000,000
E.L. DISEASE - EA EMPLOYEE $1,000,000
E.L. DISEASE - POLICY LIMIT $1,000,000

C Professional Liability Claims Made
DPS9933654 11/02/2018 11/02/2019 $1,000,000 per claim $1,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability and Designated Insured under Automobile Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability and Automobile Liability (See Attached Descriptions)

CERTIFICATE HOLDER
City of Black Hawk
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

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ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S24158345/M24157550

SRNZP 304 of 416
DESCRIPTIONS (Continued from Page 1)

Insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability and Workers Compensation.

Please note that Additional Insured status does not apply to Professional Liability or Workers’ Compensation.

Additional Insured: The City of Black Hawk, its officers, employees and consultants
Agreement for Professional Services
2019 On-Call Civil and Structural Engineering Services

between

Baseline Engineering Corporation
112 N. Rubey Drive, Suite 210
Golden, Colorado 80403
(303) 940-9966

and

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
(303) 582-1324

November 2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ______ day of ____________________, 20__, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Baseline Engineering Corporation (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional civil and structural engineering services (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 engineering services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 Twenty thousand dollars ($20,000.00) for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit B. 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, 2019.

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:
   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
   b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.
   a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
   b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
   c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
      i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

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

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

VIII. INDEMNIFICATION

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

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

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

IX. INSURANCE

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

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

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

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

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

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

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

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

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

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

The City:

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

The Contractor:

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

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

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David D. Spellman, Mayor

ATTEST:

________________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

________________________________________
Corey Y. Hoffmann, City Attorney

Baseline Engineering Corporation

By: ____________________________
    CFO

STATE OF COLORADO

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of November, 2018, by Matthew Tylburski as the CFO of Baseline Engineering Corporation. My commission expires: 02/07/2019

(SEAL)

TIFFANY R. LOVE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074005522
MY COMMISSION EXPIRES FEBRUARY 7, 2019

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

FROM: Baseline Engineering Corporation
(Prospective Contractor)

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

Project Name 2019 On-Call Civil and Structural Engineering Services

Bid Number N/A  Project No. N/A

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 19th day of November, 2018.

Prospective Contractor: Baseline Engineering Corp

By: Matt Higley

Title: CFO
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

  o A valid Colorado Driver’s license or a Colorado identification card
  o A United States military card or a military dependent’s identification card
  o A United States Coast Guard Merchant Mariner card
  o A Native American tribal document or
  o 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
  o Any other documents or combination of documents listed in the City’s “Acceptable Documents for Lawful Presence Verification” chart that prove both the contractor’s citizenship/lawful presence and identity.

OR

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

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

______________________________   _______________________
Signature                                  Date
DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, [Contractor Name], 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 Jefferson ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 10th day of November, 2018, by Matthew Tyburski as CFO of Baseline Engineering Corporation.

My commission expires: 03/01/2019

(SEAL)

Tiffany R. Love
Notary Public

STATE OF COLORADO
NOTARY PUBLIC
NOTARY ID 20074005522
MY COMMISSION EXPIRES FEBRUARY 7, 2019
# 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
EXHIBIT A

SCOPE OF SERVICES
2019 On-Call Civil and Structural Engineering Services

Services and responsibilities may include, but not necessarily be limited to, the following:

**Development review.** Contractor may be requested to review and comment on proposed development plans and technical reports that are received by the City. Contractor shall ensure proposed developments conform to applicable engineering standards and specifications.

**General civil engineering design.** The City may request the Contractor to complete various civil engineering designs and prepare engineering plans and reports, including grading plans, utility plans and profiles, stormwater management plans, roadway plans, and related detail sheets.

**Drainage design.** The City may request the Contractor to perform various hydrologic and hydraulic calculations and prepare reports, plans, and specifications to design storm sewer systems, open channel conveyance systems, detention and water quality facilities, and other assorted drainage improvements.

**Drainage analysis.** The City may request the Contractor to analyze existing drainage systems to determine condition and capacity.

**Floodplain analysis.** Contractor shall be prepared and qualified to perform full-service floodplain analysis, including preparation of CLOMR and LOMR documents.

**General structural engineering design.** The City may request the Contractor to complete structural calculations and designs, including foundation construction and remediation, historic structure restoration, bridge repair, and retaining wall construction and repair.

**Structural analysis.** The City may request the Contractor to analyze existing structures to determine structural condition and stability.

**Opinions of probable construction costs.** Contractor shall prepare and/or review civil and structural construction costs, as requested.

**Meeting attendance.** The City may require the Contractor to provide competent civil and structural engineering personnel at one-time or regular meetings during construction projects.

Contractor shall retain qualified personnel, including licensed Professional Engineers, to perform the above Scope of Services.
## EXHIBIT B
### SCHEDULE OF CHARGES

### Baseline Rates for 2019

<table>
<thead>
<tr>
<th>Title</th>
<th>Reg Rate</th>
<th>City Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services Team Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal, PE</td>
<td>$145</td>
<td>$140</td>
</tr>
<tr>
<td>Project Manager, PE</td>
<td>$135</td>
<td>$130</td>
</tr>
<tr>
<td>Project Engineer Civil, PE II</td>
<td>$125</td>
<td>$120</td>
</tr>
<tr>
<td>Project Engineer Civil, PE</td>
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<td>$110</td>
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<tr>
<td>Project Engineer Civil</td>
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<td>$105</td>
</tr>
<tr>
<td>Staff Engineer</td>
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<td>$85</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$80</td>
<td>$75</td>
</tr>
</tbody>
</table>

| Surveying Services Team Member            |          |           |
| Chief Surveyor, PLS                      | $110     | $105      |
| Land Surveyor                            | $100     | $95       |
| Survey Crew (1 Man)                      | $145     | $138      |
| Survey Crew (2 Man)                      | $165     | $158      |

| Field Services                           |          |           |
| Field Inspector                          | $95      | $85       |
| Field Inspector II                       | $115     | $110      |
## CERTIFICATE OF LIABILITY INSURANCE

**Policy Number:**

**Date Entered:** 05/22/2018

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

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### PRODUCER

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

---

### INSURED

Baseline Engineering Corporation  
1950 Ford Street  
Golden, CO 80401

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### COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
<th>AFFORDING COVERAGE</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>25666</td>
<td>Travelers Indemnity Co of America</td>
</tr>
<tr>
<td>B</td>
<td>25615</td>
<td>Charter Oak Fire Insurance Company</td>
</tr>
<tr>
<td>C</td>
<td>25682</td>
<td>Travelers Indemnity Co of CT</td>
</tr>
<tr>
<td>D</td>
<td>32727</td>
<td>Underwriters at Lloyds, London</td>
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<tr>
<td>E</td>
<td>16691</td>
<td></td>
</tr>
<tr>
<td>F</td>
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</table>

### LIMITS

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<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>OR $1,000,000</td>
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<tr>
<td>CONTRACTUAL LIABILITY</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER POLICY</td>
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<td>$1,000,000</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
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<td>OR $1,000,000</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
<td>0000-00182220D</td>
<td>OR $2,000,000</td>
</tr>
</tbody>
</table>

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

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

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## 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.**

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**AUTHORIZED REPRESENTATIVE**

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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 Stolfus and Associates, 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 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: __________________________________
ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CONTRACTOR

By: 

Print Name

Title Date

Great Eastern

President 11/27/18

Office Manager 11/27/18
# CITY OF BLACK HAWK ON-CALL ENGINEERING SERVICES
## 2019 STANDARD HOURLY RATES

### Professional Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-President</td>
<td>$180/hr</td>
</tr>
<tr>
<td>Professional Engineer 5</td>
<td>$165/hr</td>
</tr>
<tr>
<td>Professional Engineer 4</td>
<td>$155/hr</td>
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<tr>
<td>Professional Engineer 3</td>
<td>$145/hr</td>
</tr>
<tr>
<td>Professional Engineer 2</td>
<td>$135/hr</td>
</tr>
<tr>
<td>Professional Engineer 1</td>
<td>$115/hr</td>
</tr>
<tr>
<td>Engineering Intern 3</td>
<td>$100/hr</td>
</tr>
<tr>
<td>Engineering Intern 2</td>
<td>$100/hr</td>
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<tr>
<td>Engineering Intern 1</td>
<td>$100/hr</td>
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<tr>
<td>Engineering Student Intern</td>
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<tr>
<td>Office Manager</td>
<td>$70/hr</td>
</tr>
<tr>
<td>Administrative Assistant 1</td>
<td>$60/hr</td>
</tr>
</tbody>
</table>

### Expert Witness Services*

- Expert Witness (Principal-President) $400/hr
- Expert Witness (PE-5) $350/hr

*includes deposition testimony, courtroom appearances, transcript review, etc.

### Outside Consultants

- at cost

### Other Direct Costs

- Mileage at Standard Federal Rate
- Outside reproduction at cost
- Other expenses at cost
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Client#: 1087135**

**STOLFASS**

**DATE (MM/DD/YYYY)**

10/01/2018

---

**PRODUCER**

USI Colorado, LLC Prof Liab  
P.O. Box 7050  
Englewood, CO 80155  
800 873-8500

---

**INSURED**

Stolfus & Associates, Inc.  
5680 DTC Boulevard  
Suite 560E  
Greenwood Village, CO 80111

---

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSRER A: Hartford Casualty Insurance Company</td>
<td>29424</td>
</tr>
<tr>
<td>INSRER B: Hartford Fire Ins Co of the Midwest</td>
<td>19682</td>
</tr>
<tr>
<td>INSRER C: XL Specialty Insurance Company</td>
<td>37885</td>
</tr>
<tr>
<td>INSRER D:</td>
<td></td>
</tr>
<tr>
<td>INSRER E:</td>
<td></td>
</tr>
<tr>
<td>INSRER F:</td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:**

34SBWP4904

**POLICY NUMBER:**

34SBWP4904

**POLICY EFF (MM/DD/YYYY):**

10/01/2018

**POLICY EXP (MM/DD/YYYY):**

10/01/2019

**LIMITS:**

- EACH OCCURRENCE: $2,000,000
- MED EXP (Any one person): $10,000
- PERSONAL & ADV JURY: $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS - COM/BP ADD: $4,000,000

**EFFECTIVE DATE:**

10/01/2018

**RETENTION:**

$10000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner.

(See Attached Descriptions)

**CERTIFICATE HOLDER**

City of Black Hawk  
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**

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non
contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability,
Umbrella/Excess Liability and Workers Compensation. The Umbrella/Excess Liability policy provides excess
coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
Additional insured and waiver of subrogation: City of Black Hawk
Agreement for Professional Services
2019 On-Call Geotechnical Engineering and Testing Services

between

Terracon Consultants, Inc.
10625 West I-70 Frontage Road North
Wheat Ridge, Colorado 80033
(303) 423-3300

and

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
(303) 582-1324

November 2018
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of __________________, 20____, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Terracon Consultants, Inc. (hereinafter referred to as "Contractor").

RECATALS:

A. The City requires miscellaneous professional geotechnical services (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 engineering services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described 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 Twenty thousand dollars ($20,000.00) for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit B. 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, 2019.

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 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, 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, 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, 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, bear all other direct costs and expenses related thereto, including court costs and reasonable attorney fees. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.
IX. INSURANCE

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

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

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

3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. The policy required by Paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. The policy required in Paragraph 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 2 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. In the event a claim is filed, 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 (presently three hundred fifty thousand dollars ($350,000) per person and nine hundred ninety thousand dollars ($990,000) per occurrence) 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:

Terracon Consultants, Inc.
10625 W. I-70 Frontage Road N.
Wheat Ridge, Colorado 80033
Attn: Dan Redman
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

Terracon Consultants, Inc.

By: ____________________________
Its: ____________________________
Regional Manager

STATE OF COLORADO )
COunTY OF Jefferson ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 26th day of November, 2018, by Mathew Fielding as the Regional Manager of Terracon Consultants, Inc.

My commission expires: 12/12/2019

(SEAL)

DENISE L. MACKAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 2003404196
MY COMMISSION EXPIRES DECEMBER 12, 2019
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Terracon Consultants, Inc.
(Prospective Contractor)

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

Project Name 2019 On-Call Geotechnical Services

Bid Number N/A Project No. N/A

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 26 day of November, 2018.

Prospective Contractor: Terracon Consultants, Inc

By: [Signature]

Title: Regional Manager
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature ________________________________ Date ___________________________
DEPARTMENT PROGRAM AFFIDAVIT
(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)

I, Terracon Consultants, Inc., 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 Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me this 34th
day of November, 2018, by Mathew Fielding as Regional Manager
of Terracon Consultants Inc.

My commission expires: 10/12/2019

DENISE L. MACKAY
NOTARY PUBLIC
STATE OF COLORADO

(Seal)

343 of 416
ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card 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 Marianas Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

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

AND

Documents that Serve to Prove Identification:

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

SCOPE OF SERVICES
2019 On-Call Geotechnical Services

Services and responsibilities may include, but not necessarily be limited to, the following:

Subsurface exploration and geotechnical analysis. Contractor shall have expertise and equipment as necessary to examine existing site conditions and prepare complete geotechnical recommendations and reports.

Materials testing. Contractor shall have ready access to a laboratory equipped to provide all material testing associated with general construction.

Pavement design and analysis. The City may request the Contractor to design full-depth asphalt, concrete, and composite pavement sections. Contractor shall evaluate existing pavements and recommend rehabilitative procedures.

Retaining wall and foundation design recommendations. Contractor shall collaborate with the City-retained structural engineer to evaluate and provide recommendations for retaining walls, building foundations, and other similar structures.

Construction inspection. Contractor shall provide qualified personnel to inspect general construction and paving projects.

Rock excavation and stabilization. Contractor shall provide recommendations for rock removal, which may include preparation of drilling and blasting specifications. Contractor shall evaluate rock stability and recommend various rock stabilization methods as necessary.

Opinions of probable construction costs. Contractor shall estimate and/or review geotechnical-related construction costs.

Meeting attendance. The City may request the Contractor to provide competent engineering and technician personnel at one-time or regular meetings during construction projects.

Contractor shall retain qualified in-house personnel, including licensed Professional Engineers and Geologists, to perform the above Scope of Work.
**EXHIBIT B**

**CITY OF BLACK HAWK 2019 ON CALL GEOTECHNICAL SERVICES**

**REIMBURSEMENT SCHEDULE**

Geotechnical Engineering and Materials Services

<table>
<thead>
<tr>
<th>Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal ........................................................................... $130.00/hr</td>
</tr>
<tr>
<td>Senior Project Engineer .......................................................... 120.00/hr</td>
</tr>
<tr>
<td>Project Manager .................................................................. 95.00/hr</td>
</tr>
<tr>
<td>Staff Engineer .................................................................... 85.00/hr</td>
</tr>
<tr>
<td>Structural Steel Inspector ...................................................... 85.00/hr</td>
</tr>
<tr>
<td>Senior Engineering Technician ............................................... 50.00/hr</td>
</tr>
<tr>
<td>CADD/Drafting .................................................................... 46.00/hr</td>
</tr>
<tr>
<td>Engineering Technician (concrete, soils and asphalt) .............. 46.00/hr</td>
</tr>
</tbody>
</table>

Note: An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on same day calls, Saturday, Sunday and Terracon recognized Holidays. All charges are portal to portal. A minimum charge of 3 hours will be incurred for field work excluding sample pick-up.

<table>
<thead>
<tr>
<th>Laboratory Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atterberg Limits ............................................................... 55.00/ea</td>
</tr>
<tr>
<td>Sieve Analysis (washed) ..................................................... 55.00/ea</td>
</tr>
<tr>
<td>-200 ............................................................................. 30.00/ea</td>
</tr>
<tr>
<td>One Point Check ................................................................ 65.00/ea</td>
</tr>
<tr>
<td>Proctor D-696 Moisture-Density Relationships ...................... 120.00/ea</td>
</tr>
<tr>
<td>Proctor D-1557 Moisture-Density Relationships ...................... 130.00/ea</td>
</tr>
<tr>
<td>Moisture Content ............................................................... 10.00/ea</td>
</tr>
<tr>
<td>Dry Density ....................................................................... 10.00/ea</td>
</tr>
<tr>
<td>Swell-Consolidation ............................................................. 70.00/ea</td>
</tr>
<tr>
<td>Unconfined Compression ...................................................... 75.00/ea</td>
</tr>
<tr>
<td>Remolded Unconfined Compression (proctor not included) ........ 150.00/ea</td>
</tr>
<tr>
<td>R-Value .......................................................................... 345.00/ea</td>
</tr>
<tr>
<td>Soluble Sulfate .................................................................. 20.00/ea</td>
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<tr>
<td>pH ................................................................................. 8.00/ea</td>
</tr>
<tr>
<td>Resistivity ........................................................................ 50.00/ea</td>
</tr>
<tr>
<td>Corrosivity (includes soluble sulfate and pH) ......................... 55.00/ea</td>
</tr>
<tr>
<td>Concrete Compressive Strength ........................................... 14.00/ea</td>
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<tr>
<td>Mortar/Grout Compressive Strength ....................................... 14.00/ea</td>
</tr>
<tr>
<td>Masonry Prism Compressive Strength .................................... 65.00/ea</td>
</tr>
<tr>
<td>Gyratory Compaction ........................................................... 150.00/ea</td>
</tr>
<tr>
<td>Asphalt Content/Gradation .................................................. 110.00/ea</td>
</tr>
<tr>
<td>Maximum Theoretical Density .............................................. 110.00/ea</td>
</tr>
<tr>
<td>Core Thickness/Density ...................................................... 30.00/ea</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Utility Clearance ........................................................................... 85.00/hr (2 hour minimum)</td>
</tr>
<tr>
<td>Drill Rig Mobilization ........................................................................... 150.00/hr</td>
</tr>
<tr>
<td>Drill Rig (4&quot; solid stem) ................................................................. 150.00/hr</td>
</tr>
<tr>
<td>Floor Flatness/Floor Levelness Testing .............................................. 400.00/trip</td>
</tr>
<tr>
<td>Ultrasonic Testing (UT) Equipment .................................................. 125.00/day</td>
</tr>
<tr>
<td>Magnetic Particle Testing (MT) Equipment ....................................... 65.00/day</td>
</tr>
<tr>
<td>Mileage ............................................................................. 0.65/mi</td>
</tr>
<tr>
<td>Report Preparation &amp; Review ....................................................... 30.00/report</td>
</tr>
<tr>
<td>Outside services ..................................................................... At cost + 20%</td>
</tr>
</tbody>
</table>

Responsive ▪ Resourceful ▪ Reliable
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

INSURED
TERRACON CONSULTANTS, INC.
10625 WEST I-70 FRONTAGE ROAD NORTH
WHEAT RIDGE CO 80033

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>19437</td>
<td>Lexington Insurance Company</td>
</tr>
<tr>
<td>25674</td>
<td>Travelers Property Casualty Co of America</td>
</tr>
<tr>
<td>25658</td>
<td>The Travelers Indemnity Company</td>
</tr>
</tbody>
</table>

COVERAGES

<table>
<thead>
<tr>
<th>CERTIFICATE NUMBER: 15164451</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVISION NUMBER: XXXXXXXX</td>
</tr>
</tbody>
</table>

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>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR (RED) W/YD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>N</td>
<td>TC2J-GLSA-1118L293</td>
<td>1/1/2018</td>
<td>1/1/2019</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurence) $1,000,000</td>
</tr>
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</tbody>
</table>

| B        | AUTOMOBILE LIABILITY | N | TC2J-CAP-131J3858 | 1/1/2018 | 1/1/2019 | COMBINED SINGLE LIMIT (EA accident) $2,000,000 |
|          |                   |                     |               |                         |                         |       |
|          |                   |                     |               |                         |                         |       |
|          |                   |                     |               |                         |                         |       |
|          |                   |                     |               |                         |                         |       |

| C        | PROFESSIONAL LIABILITY | N | 26030216 | 1/1/2018 | 1/1/2019 | $1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE |

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

2018 ON CALL GEOTECHNICAL ENGINEERING AND TESTING SERVICES AGREEMENT. CITY OF BLACKHAWK, THE CITY AND THE CITY'S OFFICERS, EMPLOYEES, AND CONSULTANTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15164451
CITY OF BLACKHAWK
ATT: CITY CLERK
PO BOX 68
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and Ostrander Consulting, Inc, whose address is 1250 Humboldt, Unit 1401, Denver, CO 80218 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:

   Amy Ostrander
   Ostrander Consulting, Inc.
   1250 Humboldt, Unit 1401
   Denver, CO 80218

   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

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

CONTRACTOR

By: [Signature]

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 27th day of November, 2018, by [Signature]

My commission expires: 4/7/2019

(SEAL) Notary Public

ALAN CROW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114019329
MY COMMISSION EXPIRES APR. 7, 2019
City of Black Hawk
On-Call Technical Assistance to Support City Transit Service for 2019

Ostrander Consulting, Inc. focuses on defining solutions for rural, resort, and specialized transportation services. Ostrander Consulting, Inc., led by principal Amy Ostrander, combines a strong educational and professional background in transportation with significant operations experience.

Technical Assistance will be provided to the City of Black Hawk in the area following areas to support City transit services:

<table>
<thead>
<tr>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing/advertising support</td>
</tr>
<tr>
<td>Passenger service improvement/rider surveys</td>
</tr>
<tr>
<td>Operational planning</td>
</tr>
<tr>
<td>Risk management and safety</td>
</tr>
<tr>
<td>Strategic planning</td>
</tr>
<tr>
<td>Maintenance management and capital replacement</td>
</tr>
<tr>
<td>State and federal regulatory compliance</td>
</tr>
<tr>
<td>Grants application/management</td>
</tr>
<tr>
<td>Contract provider oversight</td>
</tr>
<tr>
<td>Other planning areas as directed</td>
</tr>
<tr>
<td>Other technical assistance as directed</td>
</tr>
</tbody>
</table>

Consultant Service Fee Schedule

<table>
<thead>
<tr>
<th></th>
<th>Ostrander</th>
<th>Marketing Assistance</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assistance</td>
<td>$120.00/hour</td>
<td>$40.00/hour</td>
<td>(Brochure Distribution/Survey Work/Other as Assigned)</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

Reimbursable expenses must be accompanied by proof of payment.

No work will be commenced without authorization of the City of Black Hawk Staff. This service will be provided on-call only. The City of Black Hawk has no commitment for any minimum level of work or time frame for requesting assistance.

November 14, 2018
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
INSURER

INSURED
OSTRANDER CONSULTING, INC.
1250 HUMBOLDT STREET UNIT 1401 DENVER, CO 80218

CONTACT
NAME: DAVE MECHLING
PHONE: (303) 778-7811
FAX: (303) 778-8991
E-MAIL: dave@compsrvs.com

INSURER B: TRAVELERS INSURANCE COMPANY

COVERAGES

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 A</th>
<th>TYPE OF INSURANCE</th>
<th>ADIC #</th>
<th>SUBWR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY Exp (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>☑</td>
<td>CLAIMS MADE ☑ OCCUR</td>
<td></td>
<td>2026512910</td>
<td>2/12/2018</td>
<td>2/12/2019</td>
</tr>
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</tbody>
</table>

| A | AUTOMOBILE LIABILITY | ☑ | | | 2026512910 | 2/12/2018 | 2/12/2019 | EACH OCCURRENCE | $1,000,000 |
| | | | |
| | | | |
| | | | |

| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | ☑ | | Y/N | N/A | | | | | |
| ANY PROPRIETOR/Partner/E XECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) | ☑ | | | |
| If yes, describe under DESCRIPTION OF OPERATIONS below | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required): CITY OF BLACK HAWK IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED PER WRITTEN CONTRACT WITH RESPECTS TO THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

CITY OF BLACK HAWK
ATTENTION: PUBLIC WORKS
PO BOX 68
BLACK HAWK, COLORADO 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

© 1988-2015 ACORD CORPORATION. All rights reserved.
FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT 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 WL Contractors, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. On January 3, 2018 the City and Contractor entered into a Professional 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: ____________________________

ATTEST:

Melissa A. Greiner, City Clerk
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney
CONTRACTOR

By: [Signature]

Print Name: [Name]

Title: [Title]
Date: [Date]

ATTEST:

By: [Signature]

Print Name: [Name]

Title: [Title]
Date: [Date]

[ADDITIONAL TEXT]
# Black Hawk

## Extra Work Rate Schedule

<table>
<thead>
<tr>
<th>Vehicle Equipment</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bucket Truck</td>
<td>$36.50</td>
</tr>
<tr>
<td>Boom/Digger Truck</td>
<td>$78.15</td>
</tr>
<tr>
<td>Air Compressor</td>
<td>$26.10</td>
</tr>
<tr>
<td>Pickup Truck</td>
<td>$31.30</td>
</tr>
<tr>
<td>Maintenance Van</td>
<td>$31.30</td>
</tr>
<tr>
<td>Front End Loader</td>
<td>$41.70</td>
</tr>
<tr>
<td>Backhoe/Trencher</td>
<td>$67.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>$67.75</td>
</tr>
<tr>
<td>Foreman</td>
<td>$57.30</td>
</tr>
<tr>
<td>Tech III</td>
<td>$60.00</td>
</tr>
<tr>
<td>Tech II</td>
<td>$52.10</td>
</tr>
<tr>
<td>Tech I</td>
<td>$44.50</td>
</tr>
<tr>
<td>Master electrician</td>
<td>$67.75</td>
</tr>
<tr>
<td>Operator</td>
<td>$42.00</td>
</tr>
<tr>
<td>Laborer</td>
<td>$37.00</td>
</tr>
<tr>
<td>Engineering</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

**Note:** IMSa Certifications listed are minimums required for each personnel category.
No IMSA certification is required for Master Electrician, operator, Laborer, or Traffic Engineer.

## Unit Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>6x40 Loop Detector In Asphalt</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>6x40 Loop Detector In Concrete</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Annual Lamp Change Per Lamp</td>
<td>$7.50</td>
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<tr>
<td>Computerized Conflict Monitor Testing Per Intersection</td>
<td>$275.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Preventative Maintenance Per Location</td>
<td>$130.00</td>
</tr>
<tr>
<td>Annual Preventative Maintenance Per Location</td>
<td>$235.00</td>
</tr>
</tbody>
</table>
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
Lautenbach Insurance Agency, LLC
5721 S. Nevada St.
Littleton, CO 80120

CONTACT NAME: Fred Lautenbach
PHONE (303) 798-2534
FAX (303) 798-2536
E-MAIL fred@lautenbachinsurance.com
ADDRESS

INSURED
W. L. Contractors, Inc.
5920 Lamar St.
Arvada, CO 80003

INSURER'S AFFORDING COVERAGE
TRAVELERS
A. Liberty Mutual Insurance Co.

INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE NUMBER: Certificate 2018-2019

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>SUBROGATION LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF DATE</th>
<th>POLICY EXP DATE</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>Claims-Made X Occur</td>
<td>DT-CO-78904627-PHX-18</td>
<td>05/01/2018</td>
<td>05/01/2019</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td>A</td>
<td>Automobile Liability</td>
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<td>DT-810-78504627-1MD-18</td>
<td>05/01/2018</td>
<td>05/01/2019</td>
<td>COMBINED SINGLE LIMIT (Ex-accident): $1,000,000</td>
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<tr>
<td>A</td>
<td>Workers Compensation and Employers' Liability</td>
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<td>UB-5J605690-18-26-G</td>
<td>01/01/2018</td>
<td>01/01/2019</td>
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<td>Leased and Rented Equipment</td>
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<td>QT-660-18850054-COF-18</td>
<td>05/01/2018</td>
<td>05/01/2019</td>
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<td>B</td>
<td>Installation Floater</td>
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<td>BMW 58252346</td>
<td>01/01/2018</td>
<td>01/01/2019</td>
<td>Limit: $1,000,000 Transit: $10,000</td>
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</tbody>
</table>

WORKER'S COMPENSATION/EMPLOYER'S LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 194, Additional Remarks Schedule, may be attached if more space is required)

The City of Black Hawk, its officers, employees and consultants are listed as additional insured. Coverage is primary and non-contributory with regard to the General Liability. Re: Traffic Signal Maintenance Contract W.L. Job No. M1837

CERTIFICATE HOLDER
City of Black Hawk
Attn: Public Works Director
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
Fred Lautenbach/JENN

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INS025 (2014/01)
RESOLUTION 76-2018
A RESOLUTION APPROVING THE THIRD ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2019 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 76-2018

TITLE: A RESOLUTION APPROVING THE THIRD ADDENDUM TO THE AGREEMENT FOR TRANSIT RELATED SERVICES FOR THE BLACK HAWK & CENTRAL CITY TRAMWAY FOR 2019 BETWEEN MV TRANSPORTATION, INC. AND THE CITY OF BLACK HAWK

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

Section 1. The Third Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2019 between MV Transportation, Inc. and the City of Black Hawk, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Approve Resolution 76-2018, a Resolution authorizing the execution of the Third Addendum to the Agreement with MV Transportation Inc. for providing the Management and Operation of the Transportation Services for the Black Hawk and Central City Tramway for 2019.

RECOMMENDATION:
If City Council chooses to approve Resolution 76-2018 a Resolution authorizing the execution of the Third Addendum to the Agreement between the City of Black Hawk and MV Transportation, Inc., the recommended motion is as follows: “Approve Resolution 76-2018, a Resolution approving the Third Addendum to the Agreement for transit related services for the Black Hawk & Central City Tramway for 2019 between MV Transportation, Inc. and the City of Black Hawk”.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The City of Black Hawk and The City of Central have agreed to continue the combined service of the Black Hawk & Central City Tramway for another year. The shuttle bus will continue to circulate through both Cities on a specific route with specific stops. The route takes approximately 30 minutes to complete. A single bus will continue to operate Monday through Thursday and two buses will continue to operate Friday through Sunday and holidays. The City did receive a grant from CDOT to help defray the costs for operations for 2019 that council approved at the November 14th council meeting.

FUNDING SOURCE: 204-4801-431-33-25 Contracted Bus Service

WORKSHOP DATE: December 12, 2018

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester/Steve Jackson

PROJECT COMPLETION DATE: December 31, 2019

DOCUMENTS ATTACHED: Third Addendum

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 AGREEMENT FOR THE MANAGEMENT AND OPERATION 
OF THE TRANSPORTATION SERVICES FOR THE CITY OF BLACK HAWK

This Third Addendum to Agreement for the Management and Operation of the Transportation Services for the City of Black Hawk (the “Second Addendum”) is entered into this __________________ day of __________________, 2018 by and between the City of Black Hawk, a political subdivision of the State of Colorado (the “City”) and MV Public Transportation, Inc. __________________________ (the “Contractor”).

WHEREAS, City has previously contracted with the Contractor to operate its transportation system by that Agreement dated December 9, 2015 (the “Original Agreement”),

WHEREAS, the City and MV Public Transportation, Inc. entered into the First Addendum for the Management and Operation of the Transportation Services (the “First Addendum”) on December 14, 2016, for a term commencing January 1, 2017, and terminating December 31, 2017; and

WHEREAS, the City and MV Public Transportation, Inc. entered into the Second Addendum for the Management and Operation of the Transportation Services (the “Second Addendum”) on December XX, 2017, for a term commencing January 1, 2018, and terminating December 31, 2018; and

WHEREAS, the City desires to continue contracting with Contractor for an additional one year term, commencing January 1, 2019.

NOW THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

1. The Parties agree to extend the Original Agreement, for an additional one year term, starting January 1, 2019, and ending December 31, 2019, subject to all of the terms and conditions of the Original Agreement.

2. Section 3.1 of the Original Agreement is amended by the addition of a replacement Exhibit B, which rates shall include the Fixed Cost per Month plus the Variable Cost per Hour based on the actual hours of operation.

3. This Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provision of this Third Addendum, the Second Addendum, the First Addendum, and the Original Agreement may be amended, modified, or changed, except as specified herein.
IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

City of Black Hawk
By: _______________________
Title: _______________________
Date: _______________________

WITNESS

Contractor
By: _______________________
Title: _______________________
Date: _______________________

WITNESS
# APPENDIX B

## 2019

### COST PROPOSAL FORMAT

#### SECTION I

**CURRENT SERVICE PROFILE:** Based on 8,424 Total Service Hours Year

*Note: Modify Cost Categories to Reflect Your Organization Budget Accounts*

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<tr>
<th>Sample Budget Accounts</th>
<th>Total Cost</th>
<th>Fixed Cost</th>
<th>Variable Cost</th>
<th>Total $/Hour</th>
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<td><strong>Labor</strong></td>
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<td>Driver Wages/Benefits</td>
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<td>Uniforms</td>
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<td>Drug, Alcohol Testing</td>
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<td>DOT Physicals</td>
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<td>$372</td>
<td>$</td>
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<td><strong>Other</strong></td>
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<td>Capital Depreciation</td>
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<td><strong>TOTAL</strong></td>
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**Variable Cost Per Hour**

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<th>Variable Cost Per Hour</th>
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</thead>
<tbody>
<tr>
<td>$3,885</td>
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</tr>
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</table>

#### SECTION II.

A. Additional Scheduled Service Hours that will be provided at the Variable Cost Per Hour in Section I without an increase in Monthly Fixed Cost.

1,000 Additional Service Hours will be provided annually at Fixed Cost rate of $30.95 Per Hour

B. Variable Cost Per Hour to provide non-scheduled special services for community events as requested.

$30.95 Cost Per Hour for Special Services 2 Minimum hours per event
RESOLUTION 77-2018
RESOLUTION TO ADOPT THE 2018 GROUP TRANSIT ASSET MANAGEMENT PLAN
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 77-2018  

TITLE:  RESOLUTION TO ADOPT THE 2018 GROUP TRANSIT ASSET MANAGEMENT PLAN  

WHEREAS, in July 2016, the FTA published the National Transit Asset Management (TAM) Final Rule (49 U.S.C. 625) defining the term "state of good repair" (SGR) and establishing requirements for transit asset management for FTA recipients and sub-recipients;  

WHEREAS, the FTA TAM Rule requires that all agencies that receive federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage capital assets used in the provision of public transportation create an asset management plan by October 1, 2018;  

WHEREAS, a TAM Plan must include, at a minimum, the following four elements:  

1. An inventory of the number and type of capital assets, including Rolling Stock (vehicles), Facilities, and Equipment;  

2. A condition assessment of those inventoried assets for which an agency carries direct capital responsibility;  

3. A description of the analytical processes and decision support tools used to estimate capital investment needs over time, and to develop an investment prioritization; and  

4. A project-based prioritization of capital investments based on reasonably anticipated funding available.  

WHEREAS, larger Tier 1 agencies are required to develop agency TAM Plans, while smaller Tier 2 agencies are required to either develop their own agency TAM Plan or participate in a sponsored Group TAM Plan;  

WHEREAS, Departments of Transportation, including CDOT, are required to develop Group TAM Plans on behalf of Tier 2 agencies in Colorado to reduce the planning and reporting burden on those agencies;  

WHEREAS, the TAM Rule does apply to the City of Black Hawk as a public transportation provider and recipient of financial assistance through FTA 49 U.S.C. Chapter 53 programs and the agency has opted to participate in the CDOT-sponsored 2018 Group TAM Plan;  

WHEREAS, as the sponsor, CDOT leads the effort to collaboratively develop the Group TAM Plan, to develop decision support and analysis tools, to set SGR performance targets for
the plan participants, to develop a ranked list of prioritized asset management projects based on anticipated revenues, and to annually report to the National Transit Database the asset inventories, SGR measures, SGR targets and a plan narrative on behalf of the plan participants;

WHEREAS, Group TAM Plan participants are responsible to provide and maintain up-to-date asset inventory and condition assessment data, to collaborate in the development of the Group TAM Plan, to work cooperatively with CDOT toward meeting SGR targets, and for agency Accountable Executives to formally approve and implement the plan within their agencies;

WHEREAS, throughout 2017 and 2018 CDOT and the City of Black Hawk collaborated along with other participating agencies to compile and analyze a comprehensive transit asset inventory, to estimate Federal, State and Local revenues available for investments in the Group TAM inventory, to set SGR Targets for the 2019 plan year, and to develop a ranked list of priority projects designed to address the backlog of needed transit asset replacements and investments;

WHEREAS, on September 29, 2018, the 2018 Group TAM Plan was completed, satisfying the FTA TAM Rule as it applies to CDOT and to its participating agencies; and

WHEREAS, the Group TAM Plan provides the City of Black Hawk, CDOT and its participating agencies valuable information to achieve the best possible state of good repair of transit assets by supporting the optimal investment of Federal, State and Local transit capital revenues.

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

Section 1. The City of Black Hawk does hereby adopt the 2018 Group TAM Plan.

Section 2. Upon adoption of this resolution, the City of Black Hawk will work to enhance its asset management practices to improve system safety and reliability, reduce costs, improve customer service, and optimize resource allocation by working cooperatively with CDOT toward meeting SGR targets.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT:
Approve Resolution 77-2018, a Resolution adopting the 2018 group Transit Asset Management (TAM) plan as required by the FTA.

RECOMMENDATION:
If City Council chooses to approve Resolution 77-2018, the recommended motion is as follows: "Approve Resolution 77-2018, a Resolution to adopt the 2018 group Transit Asset Management plan".

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
To participate in Transit related grant opportunities that the FTA provides and funnels through CDOT Division of Transit and Rail entities must participate in a transit asset management plan. Larger entities provide their own, while smaller entities rely on CDOT-DTR to coordinate the group TAM. This adopts the plan and allows us to continue to utilize the 5311 operating grant which we executed in November and allows us to apply for a grant for a new bus, which we are currently working on for 2019.

FUNDING SOURCE: N/A

WORKSHOP DATE: December 12, 2018

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: same

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED:

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

SUBMITTED BY: Thomas Isbester, Public Works Director

REVIEWED BY: Stephen N. Cole, Acting City Manager
RESOLUTION 78-2018
A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD CONTRACT EXECUTED ON AUGUST 23, 2018 BETWEEN THE CITY OF BLACK HAWK AND SYMMETRY BUILDERS, INC., ESTABLISHING THE GUARANTEED MAXIMUM PRICE (GMP) OF $449,384.00 FOR CONSTRUCTION SERVICES PERTAINING TO THE FIRE STATION RESTROOM RENOVATION PROJECT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 78-2018  

TITLE: A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD CONTRACT EXECUTED ON AUGUST 23, 2018 BETWEEN THE CITY OF BLACK HAWK AND SYMMETRY BUILDERS, INC., ESTABLISHING THE GUARANTEED MAXIMUM PRICE (GMP) OF $449,384.00 FOR CONSTRUCTION SERVICES PERTAINING TO THE FIRE STATION RESTROOM RENOVATION 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 Amendment No. 1 to the design-build contract executed on August 23, 2018 between the City of Black Hawk and Symmetry Builders, Inc., establishing the Guaranteed Maximum Price (GMP) of $449,384.00 for construction services related to the Fire Station Restroom Renovation project, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 12th day of December, 2018. 

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 78-2018, a Resolution approving Amendment No. 1 to the Design-Build contract for the Fire Station Restroom Renovation project. Amendment No. 1 would establish the Guaranteed Maximum Price (GMP) for construction of this project.

RECOMMENDATION:
If City Council chooses to approve Resolution 78-2018, the recommended motion is as follows: “Approve Resolution 78-2018, a Resolution approving Amendment No. 1 to the Design-Build contract executed on August 23, 2018 between the City of Black Hawk and Symmetry Builders, Inc., establishing the Guaranteed Maximum Price (GMP) of $449,384 for construction services pertaining to the Fire Station Restroom Renovation project.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
City Council approved a Design-Build contract with Symmetry Builders, Inc. to complete design services for the Fire Station Restroom Renovation project on August 22, 2018, and this contract is dated August 23, 2018. While this Design-Build contract authorized Symmetry Builders to proceed with design and cost estimating, Council was made aware that an Amendment to accept the GMP for construction would be forthcoming.

The GMP is hereby established at $449,384, which includes construction costs for the restroom renovations in the Fire Station, as well as construction of a kitchenette in the Fire Administration office suite. The GMP also includes design costs that were previously approved by Council.

Construction plans are complete, and Symmetry Builders and their sub-contractors are ready to begin construction shortly after this GMP Amendment is approved.

FUNDING SOURCE: Fire Restroom Expansion: 305-3101-431-75-58

WORKSHOP DATE: December 12, 2018

ORIGINATED BY: Tom Isbester / Matt Reed

STAFF PERSON RESPONSIBLE: Tom Isbester / Matt Reed

PROJECT COMPLETION DATE: May 31, 2019

DOCUMENTS ATTACHED: GMP Amendment and Exhibit E, which is the GMP spreadsheet. All other Exhibits are available by request.

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
This Amendment to the Agreement between the parties signing below shall establish the jointly agreed scope of the Work, Schedule, and Guaranteed Maximum Price, in accordance with the terms of an Agreement entitled: *AIA A141 – 2014 Standard Form of Agreement Between Owner and Design-Builder*, dated August 23, 2018. Terms capitalized in this document are specifically defined in the Agreement and in the Contract Documents incorporated therein.

A.1. GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price for the Work, including the Construction Cost, Accepted Alternates, and the Design-Builder’s Construction Fee, is **Four Hundred Forty-Nine Thousand Three Hundred Eighty-Four Dollars ($449,384)**, which is the maximum amount payable for the performance of the Work in accordance with the Contract Documents, including this Amendment and its incorporated Exhibits as follows:

**Cost of Work, Base Bid:**
- Fire Station Restroom Renovation $406,310
- Office Annex / Kitchenette $31,857

**Cost of Work, Accepted Alternates:**
- FSRR #1 – Sound Batts $469
- FSRR #2b – Rocfon Koral Ceiling Tiles $4,001
- FSFF #3 – Epoxy Grout $5,983
- Kitchenette #1 – Point-of-Use Water Heater $380
- Kitchenette #2 – Trace Circuit $384

**Guaranteed Maximum Price:** $449,384

Exhibit "D" – 100% Construction Documents
Exhibit "E" – Guaranteed Maximum Price
Exhibit "F" – Design-Builder’s Project Schedule
Exhibit "L" – Alternates with Costs and Expiration Dates
Exhibit "N" – Allowances
Exhibit "Z" – Schedule of Exhibits

A.2. CONTRACT TIME

The date of Substantial Completion established by this Amendment is **May 2, 2019** (See Exhibit “F”).
A.3. AUTHORIZATION TO PROCEED

Based on the representations made herein, the Design-Builder is hereby authorized to:

1) Conclude negotiations with bidders, and notify Owner of the intent to award subcontracts in accordance with the Agreement;
2) Commence construction in accordance with the Agreement, pending procurement of required insurance and bonds.

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

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

SYMMETRY BUILDERS, INC.

By: ____________________________
    Brad Chase

Name: ____________________________
    Brad Chase

Title: ____________________________
    Chief Estimator

STATE OF COLORADO

) ss.

COUNTY OF Weld

The foregoing instrument was acknowledged before me this 22nd day of December, 2018, by Brad Chase, as Chief Estimator of Symmetry Builders, Inc., as Chief Estimator of Symmetry Builders, Inc.

My commission expires: ____________________________
Witness my hand and official seal.

Notary Public
### General Requirements

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<th>Unit</th>
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<th>Unit Cost</th>
<th>Subtotal</th>
<th>Group Totals</th>
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**Control Estimate # Off October 28, 2018**

**GMP Pricing November 12, 2018**

**Difference**

*GC's Per Original RFP, billed as % Complete*

*Included in Fee*

*Included in OH / Fee*

*Included in OH / Fee*

*Included in OH / Fee*

*Included in OH / Fee*

*Use Area Inside Building*

*Use Existing At No Cost*

## Scope of Work

### Demolition

- Demo Walls
- Flooring
- Ceilings

### Concrete

- Patch SDI (Old Plumbing)
- SOD Patch / F autopsy

### Masonry

### Steel Fabrication

### Carpenter

- Bunking / Blocking
- BR Counter
- PAM Privacy Panel
- Wood Finishing in Day Room

### Roofing

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**Include 2% SHOPWORK**

*Non-Required*  

*Allowance*

*Allowance*
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**Per Proposal**

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<th>Percentage</th>
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<td>1.43%</td>
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Assumes Same Time as FSRR

Allowance

Added: Hot Water Heater

Not Required

Per Proposal
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RESOLUTION 79-2018
A RESOLUTION
APPROVING THE
PURCHASE OF ELECTRIC
EXTRICATION TOOLS
AND A HYDRAULIC
POWER UNIT IN THE
TOTAL AMOUNT NOT TO
EXCEED $64,613.67
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 79-2018  

TITLE: A RESOLUTION APPROVING THE PURCHASE OF ELECTRIC EXTRICATION TOOLS AND A HYDRAULIC POWER UNIT IN THE TOTAL AMOUNT NOT TO EXCEED $64,613.67

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 electric extrication tools and a hydraulic power unit in the total amount not to exceed $64,613.67.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________  
David D. Spellman, Mayor

ATTEST:

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

SUBJECT:  Purchase of electric extrication tools to improve fire department efficiency and increase safety of firefighters during vehicle extrication incidents, in the amount of $57,245.00. and

Replacement of aging hydraulic power unit in the amount of $7,368.67

Totaling:  $64,613.67

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

MOTION TO APPROVE (or deny, etc.) Resolution 79-2018, A Resolution approving the purchase of electric extrication tools and a hydraulic power unit in the total amount not to exceed $64,613.67.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

AGENDA DATE:  December 12, 2018

WORKSHOP DATE:  N/A

FUNDING SOURCE:  Funds allocated in the 2018 Fire Department Capital Budget ($65,000.00)

DEPARTMENT DIRECTOR APPROVAL:  [ X ]Yes[ ]No

STAFF PERSON RESPONSIBLE:  Christopher Woolley

DOCUMENTS ATTACHED:

1. Letter of recommendation on purchase by Captain Hembroff based on evaluation of tools provided by Genesis, T-N-T, and Holmatro.
2. Quotes provided by vendors

RECORD:  [ ]Yes  [ ]No

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

SUBMITTED BY:  Christopher Woolley, Fire Chief

REVIEWED BY:  Stephen N. Cole, Acting City Manager
November 15, 2018

Captain Jennifer Hembroff
Black Hawk Fire Department
PO Box 68
Black Hawk, CO 80422

Chief Woolley,

I have attached documentation regarding our evaluation and selection of battery powered vehicle extrication equipment (E-Tools). After practical evaluation (involving all three Shifts) of the three vendors E-Tools; the majority of the Department would like to purchase the Holmatro E-Tools.

After evaluation of the Department’s vehicle extrication equipment needs we would like to purchase the following tools and power unit:

E41
Cutter Kit 11,995.00
Spreader Kit 11,995.00
Small Combi Kit 10,595.00

T41
Small Combi Kit 10,595.00

E42
Small Combi Kit 10,595.00

2 - AC/DC Adapter 120V AC 28V DC 1,470.00

E42
Mach III Outlaw portable power unit 7,368.67
(to replace our oldest portable power unit)

TOTAL: $64,613.67

The 2018 budgeted amount for extrication tools is $65,000.00.

Let me know your thoughts.

Thank you for your time,

Captain Hembroff

P.S. The reason for only one vendor for the portable power unit: All of our portable power units are Genesis and we would like to keep them the same manufacturer.
To: Black Hawk FD  
Attn: Dave Slagle  
e-mail dslagle@cityofblackhawk.org  

Subject: 2018 Holmatro Price Quote  
Pricing guaranteed for 90 days  
Pricing is Freight FREE to your FD  
Battery Powered Kit include 1-tool, 1-charger, & 2-batteries  
Note: 2019 Pricing will be 3%-6% higher

Battery Powered Holmatro Tools

<table>
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<tr>
<th>Description</th>
<th>Part #</th>
<th>2018 Pricing</th>
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</thead>
<tbody>
<tr>
<td>GCU 5050i Cutter Kit</td>
<td>158.052.201</td>
<td>$ 11,995</td>
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<tr>
<td>GSP 5240 Spreader Kit</td>
<td>158.052.205</td>
<td>$ 11,995</td>
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<tr>
<td>Spreader Pulling Chain Kit</td>
<td>CK-5240</td>
<td>$ 2,195</td>
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<tr>
<td>GCT - 5111 (Small) Combi Kit</td>
<td>158.052.163</td>
<td>$ 10,595</td>
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<td>GCT - 5160 (Large) Combi Kit</td>
<td>158.052.224</td>
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<tr>
<td>GTR 5350 Telescopic Ram Kit</td>
<td>159.000.017</td>
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<tr>
<td>Ram Support Bracket Set</td>
<td>158.182.060</td>
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Extras

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<tr>
<td>AC/DC Adapter 120V AC 28V DC</td>
<td>150.182.207</td>
<td>$ 735</td>
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<tr>
<td>Extra 5.0 AH 28V Battery (Note 2 included per kit)</td>
<td>150.006.208</td>
<td>$ 495</td>
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Please let me know if you need any further info.

Thank You & Be Safe

Byron Willems
Craig Fire & Safety
COLORADO TEAM HOLMATRO
“Servicing Our Customers for 25+ YEARS”

CRAIG FIRE & SAFETY
463 Ranney St. Craig, CO 81625
800-816-3473
e-mail – bwillems@craigfs.com
Website - craigfs.com
### Bill To
Chris Woolley  
Black Hawk Fire Department  
196 Clear Creek Street  
Black Hawk CO 80422  
United States

### Ship To
Chris Woolley  
Black Hawk Fire Department  
196 Clear Creek Street  
Black Hawk CO 80422  
United States

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<tr>
<th>ART.</th>
<th>Description</th>
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<th>Unit Price</th>
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<td>107.918.1</td>
<td>17C E-Force Combi Tool</td>
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<td>108.778.1</td>
<td>C236-SL2 Nxtgen Cutter eForce 2.0</td>
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<td>108.234.3</td>
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<td>107.779.1</td>
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<td>Telescopic Ram eForce 2.0</td>
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<td>105.375.5</td>
<td>Milwaukee 5 AMP Battery</td>
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<td>108.042.6</td>
<td>110 VAC Adapter</td>
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<td>105.410.8</td>
<td>3 BAY CHARGER 110VAC/28V</td>
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| Subtotal | 72,694.00 |
| Shipping Cost (FedEx Ground) | 0.00 |
| Total | $72,694.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.
### Quote

**Date** | **Quote #**  
---|---  
10/19/2018 | 924  

| Name / Address |  
|---|---  
| BlackHawk FR |  

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<tr>
<td>STORM EBFC-28-D</td>
<td>STORM EBFC-28-D Combi tool with removable tips, 4-2605am/hr batteries and 2 single bank chargers</td>
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<td>8,945.00</td>
<td>8,945.00T</td>
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<tr>
<td>STORM ESL-29</td>
<td>TNT STORM Battery Operated Cutter SLC 29 209,00lbs cut force to include One Cutter, 4 Milwaukee Red Lithium Ion 28V, 5Am/hr batteries, Two Single Bank Chargers (120v) and mounting brackets</td>
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<td>9,345.00</td>
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<td>STORM EBFC320</td>
<td>STORM EBFC320 All 6 Cutter to include Cutter, 4 Milwaukee Red Lithium Ion 29V, 5Am/hr batteries, Two Single Bank Chargers (120v) and mounting brackets</td>
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<td>9,434.00</td>
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<td>STORM ESL-28</td>
<td>TNT STORM S128 Battery Operated Spreader 32,150lbs Spread Force to include One Spreader, 4 Milwaukee Red Lithium Ion 29V, 5Am/hr batteries, Two Single Bank Chargers (120v) and mounting brackets</td>
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<td>STORM S10032</td>
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<td>STORM ETLS-40</td>
<td>TNT STORM SL28 Battery Operated Light Weight Telescopic Ram, 40&quot;, Two Milwaukee Red Lithium Ion Battery and One Charger to include mounting brackets</td>
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</tbody>
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**Subtotal** | **$53,235.00** |  
**Sales Tax (6.8%)** | **$0.00** |  
**Total** | **$53,235.00** |
Bill To
Chris Woolley
Black Hawk Fire Department
196 Clear Creek Street
Black Hawk CO 80422
United States

Ship To
Chris Woolley
Black Hawk Fire Department
196 Clear Creek Street
Black Hawk CO 80422
United States

<table>
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<td>ART.593.508.1</td>
<td>MACH III OUTLAW HONDA 6.5 W/OSC</td>
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<td>PORTABLE POWER UNIT</td>
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<td>7,368.67</td>
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Subtotal: $22,166.04
Shipping Cost (FedEx Ground): 0.00
Total: $22,166.04

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.
RESOLUTION 80-2018
A RESOLUTION
APPROVING THE
SEVENTH ADDENDUM TO
PERSONAL SERVICES
AGREEMENT WITH 5280
STRATEGIES, LLC.
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 80-2018

TITLE: A RESOLUTION APPROVING THE SEVENTH ADDENDUM TO
PERSONAL SERVICES AGREEMENT WITH 5280 STRATEGIES, LLC.

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 Seventh Addendum to Personal
Services Agreement between the City and 5280 Strategies, LLC, and authorizes the Mayor to
execute the same on behalf of the City.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Renewal of Lobbyist Contract

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 80-2018, A Resolution Approving the Seventh Addendum to Personal Services Agreement with 5280 Strategies, LLC.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
5280 Strategies, LLC has been the City’s Lobbyist since 2010. There is no increase in fees for 2019.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: Lobbying
010-1101-4113103

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.

DOCUMENTS ATTACHED: Updated 5280 Personal Service Agreement

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: reviewed by:

Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole, Acting City Manager
SEVENTH ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS SEVENTH ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “Seventh Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and 5280 Strategies, LLC, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2010 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this Seventh Addendum 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 of the Original Agreement.

2. 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”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

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

CITY OF BLACK HAWK, COLORADO

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, CMC, City Clerk
CONTRACTOR

By: ______________________________

STATE OF COLORADO )
 ) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _______ day of ___________________________, 2018, by ____________________.

My commission expires: ______________________________

(S E A L)

_________________________________________

Notary Public
RESOLUTION 81-2018
A RESOLUTION
ADOPTING THE 2019
HOLIDAY SCHEDULE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 81-2018

TITLE: A RESOLUTION ADOPTING THE 2019 HOLIDAY SCHEDULE

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

Section 1. Pursuant to Section 304 of the City of Black Hawk Employee Handbook, the Board of Aldermen hereby adopts the 2019 Holiday Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 12th day of December, 2018.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2019 Holiday Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 81-2018, A Resolution Adopting the 2019 Holiday Schedule

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: 2019 Draft Holiday Schedule

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC Stephen N. Cole
City Clerk/Administrative Services Director Acting City Manager
The following is the list of approved holidays from the current Employee Handbook, and the proposed days these will be celebrated in the year 2019.

New Year’s Day
Tuesday, January 1, 2019

Martin Luther King Jr. Day (Third Monday)
Monday, January 21, 2019

President’s Day (Third Monday)
Monday, February 18, 2019

Memorial Day (last Monday in May)
Monday, May 27, 2019

Independence Day
Thursday, July 4, 2019

Labor Day (First Monday in September)
Monday, September 2, 2019

Thanksgiving (Fourth Thursday)
Thursday, November 28, 2019

Day after Thanksgiving
Friday, November 29, 2019

Christmas Eve
Tuesday, December 24, 2019

Christmas Day
Wednesday, December 25, 2019

New Year’s Eve
Tuesday, December 31, 2019

Per Section 304 of the City of Black Hawk Employee Handbook, “A recognized holiday that falls on a Saturday will be observed the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.”
RESOLUTION 82-2018

A RESOLUTION
ADOPTING THE 2019 CITY COUNCIL REGULAR MEETING SCHEDULE
Resolution No. 82-2018

TITLE: A RESOLUTION ADOPTING THE 2019 CITY COUNCIL REGULAR MEETING SCHEDULE

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

Section 1. Pursuant to Article II, Section 11 of the City of Black Hawk Home Rule Charter, the Board of Aldermen hereby adopts the 2019 Regular Meeting Schedule attached hereto as Exhibit A, and incorporated herein by this reference.

RESOLVED AND PASSED this 12th day of December, 2018.

__________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2019 City Council Regular Meeting Schedule

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 82-2018, A Resolution Adopting the 2019 City Council Regular Meeting Schedule

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

__________________________ __________________________________
Melissa A. Greiner, CMC    Stephen N. Cole
City Clerk/Administrative Services Director    Acting City Manager
City of Black Hawk

3:00 p.m.
Council Chambers
211 Church Street
Black Hawk, CO 80422

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<th>Month</th>
<th>Date</th>
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<td>November 13</td>
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<tr>
<td>June 12</td>
<td>December 11</td>
<td>June 26</td>
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Council meetings are the 2nd and 4th Wednesdays of each month with the except of November and December. Regular meeting dates are subject to change upon Council approval and proper notification.
RESOLUTION 83-2018
A RESOLUTION
APPROVING THE 2019
CONTRACT WITH
PINNACOL ASSURANCE
FOR WORKER’S
COMPENSATION
INSURANCE
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 83-2018

TITLE: A RESOLUTION APPROVING THE 2019 CONTRACT WITH PINNACOL ASSURANCE FOR WORKERS’ COMPENSATION INSURANCE

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 2019 contract with Pinnacol Assurance for Workers Compensation Insurance in the amount of $157,988.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: 2019 Workers’ Compensation

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 83-2018, a Resolution approving the contract as quoted for the 2019 Workers’ Compensation Insurance with Pinnacol Assurance in the amount of $157,988.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Pinnacol’s quote for Workers’ Compensation coverage for 2018 is 16.44% higher than our 2018 premium. Factors contributing to the change in premium are:

- Estimated 8.5% increase in total payroll over 2018;
- E-mod rating increased from .74 (and revised to .84 mid-2018) to .86;
- Credit adjustments are in place for our e-mod rating (14% savings over average Colorado employer based on our claims experience), designated provider program, and cost containment certification; and
- Pinnacol Assurance overall rate decrease for 2019, which is the fourth consecutive year for rate decreases.

The 2018 General Dividend received was $17,265. Total dividends received since joining Pinnacol Assurance in 2010 is $124,749. Pinnacol Assurance has announced its intent to issue a general dividend of approximately $70 million to policyholders in 2019 marking its fourth straight year of general dividends.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: WC line item for each department

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC Stephen N. Cole
City Clerk/Administrative Services Director Acting City Manager
RESOLUTION 84-2018
A RESOLUTION APPROVING THE FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH M & C COMMUNICATIONS
TITLE: A RESOLUTION APPROVING THE FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT WITH M & C COMMUNICATIONS, LLC

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 First Addendum to Personal Services Agreement between the City and M & C Communications and authorizes the Mayor to execute the same on behalf of the City.

RESOLVED AND PASSED this 12th day of December, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Renewal of Public Relations Contract

RECOMMENDATION: Staff recommends the following motion to the City Council:

MOTION TO APPROVE Resolution 84-2018, A Resolution Approving the First Addendum to Personal Services Agreement with M & C Communications.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City first contracted with M & C Communications for assistance with its public relations needs in 2017. M & C is to complete a City of Black Hawk crisis PR plan and conduct in-house crisis mitigation training in 2019. There is a fee increase of $500 per month for 2019 and $250 per month for social media monitoring.

AGENDA DATE: December 12, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: Consultants

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Service Dir.

DOCUMENTS ATTACHED: 2019 Black Hawk PR Plan

RECORD: [ X ]Yes [ ]No

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

SUBMITTED BY: [ X ]Yes [ ]No

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

Melissa Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole, Acting City Manager
Attachment A

2019 Black Hawk PR Plan

Research
- Primary Research -
  - COHN 2018 Market Report
  - Analysis of the City, coverage & issues
  - Hootsuite Government Crisis Webinar
  - Hootsuite Social Benchmark Webinar

Contact(s)
- Local contacts
  Mayor Spellman, 303-582-3165 dspellman@cityofblackhawk.org
  Acting City Manager, Chief Steve Cole, SCole@cityofblackhawk.org, 303-941-3153

Issue Analysis
- Challenge/Opportunity Statement
  - Create a resort destination with a year-round appeal not just for gamblers
  - Educate the public on how and why Black Hawk receives its funding to improve and enhance the town
  - Educate the public and legislators about Black Hawk’s financial impact on Colorado as a whole
- Analysis
  - Strengths - History, Vision
    - Finishing homes on Gregory Street 2019-2020
    - Gregory Street pedestrian mall
    - Hiking/Biking trail improvement
    - Mine tours
    - Triple hotel rooms from 1,000 to 3,000 (add 500 in 2018)
    - Millennials are finding Black Hawk and visiting 3.3 times in the past two years.
Black Hawk name recognition outpaces Central City name recognition by more than double (unaided 67% to 29%)

Weaknesses (internal) -
- Limited events

Opportunities -
- Annual events
- New historic renovation story
- Bobtail Mine reopens - 2021
- Innovation group does studies for casino properties around the world
- CLS - does hotel analysis
- Biggest takeaway is that there isn't a lot to do other than gaming
- Food is one of the top interest areas with per research along with Gambling options (first), Gambling promotions, Scenic location (30%) and Ease of visiting (29%)

Threats -
- Lack of retail interest
- Lack of support at the legislature

Goal(s)

- Campaign goal(s)
  - Increased visitor numbers year-over-year 10%
  - Increase city reputation among Key Opinion Leaders –
    - Develop KOL list
    - Develop survey
    - Execute survey
    - Re-survey every January

- Short-term goals
  - 1-3 local news stories every quarter
  - Quarterly newsworthy events

- Long-term goals
  - Increase city reputation among Key Opinion Leaders –
    - Develop KOL list
    - Develop survey
    - Execute survey
    - Re-survey at first quarter
Client Profile

- Strengths and weaknesses in light of campaign goal/s
  - Strengths
    - Historical significance of town
    - Location near to Denver but a world away (Keyword: Escape)
    - Great press end interest
  - Weaknesses
    - Reputation (This has had a significant positive increase among Millennials)
    - Lack of visitor entertainment opportunities outside of Gambling
    - Limited hotel rooms (500 more coming on-line June 2019)

Client/campaign goal statement
- Increase the image of Black Hawk for first-time visitors and enhance the image for Coloradans who haven’t visited Black Hawk in awhile.

Target Audiences

- Primary target audience - people/consumers we’re trying to reach
  - Millennials with discretionary income
  - 45-65 men and women with discretionary income
  - DINC
  - Denver and Colorado Tourists
  - Staycationers
  - Las Vegas bound Denverites

- Intervening target audience - how we’re trying to reach primary audience
  - Media
    - All state TV stations
    - All state Radio (NPR, KOA, others)
    - All front range newspapers
      - Denver Post Jason Blevins 10/15/16
    - Front range magazines (5280, Denver Life, etc)
    - Sunset, travel publications
  - Bloggers
  - Influencers/advocates

Target Media Outlets

- Traditional
- All state TV stations (Denver, Co Springs, Grand Junction)
- All state Radio (NPR, KOA, others)
- All front range and state newspapers
- Front range magazines (5280, Denver Life, Serendipity, etc)
- Sunset, travel publications
- National newspapers with reporters in Denver (NYT, Wash Post)
- Non-traditional
  - Possibly financial magazines
  - Outdoor recreation magazines
  - Explore Colorado Tourism Office opportunities
- Social media
  - Develop monthly social media calendar
  - 4 Social media per plan posts per week
  - 6 Instagram posts per week
  - 5 Twitter posts per week
  - http://www.cityofblackhawk.org/visit-black-hawk/weather/
- Top three outlets where client wants coverage - “home run” outlets
  - 850KOA
  - Fox31/WB2
  - Denver Post

**Key Differentiators**

- Top Colorado destination that preserves the past, prepares for the futures and is still making history!
- Gaming, entertainment and nature destination only a short, scenic drive from Denver. It’s closer than you think!
- Year-round appeal for more than gamblers, creating visitor volume and velocity (in development)
- Exceptional entertainment value as it finishes the realignment of Gregory Street with restaurants, breweries, specialty retailers and conference space. (in development)
- Unique, picturesque mountain mecca for hiking, mountain biking and outdoor events.
- Colorado mountain town with a rich history preserved by the pride of the townspeople.

**Messaging**

- 30-second elevator pitch – city description for the cocktail party circuit
● Have you been to Black Hawk recently, if you haven’t you been lately you haven’t been. It is a great location for adults of all ages, from the history older than the state of Colorado, to the latest gaming, delicious buffets and fabulous events.

● Controlled messaging -
  ● This city of fewer than 100 people expands to 20,000 on the weekends
    ○ Re-building as a resort destination
    ○ Gregory Street casino-free pedestrian mall
      ■ breweries
      ■ distilleries
      ■ eateries
      ■ shops
    ○ Mountain biking and hiking trails
  ● Paid or Owned media - Mountain time radio stations?

● Uncontrolled messaging - *Earned media*

● Crisis messaging - full plan needed due end of first quarter 2018

**Creative Concept - *if needed***

● Action strategies
  ○ History App Tour of Town
    Current map on website only highlights Casinos
  ○ Graphics, labeling, logos, etc.

● Message strategies
  ○ Specific for individual creative tactics
    ■ Social media posts, infographics

**Objectives**

● **Impact Objectives** - *desired impact on the target audience*
  ● 2019 - visitor increase 10% - 25%
  ● 2019 - tax revenue increase

● **Process Objectives** - *desired impact on the intervening audience,*
  ● Earn 1-3 media mentions per quarter in 2019
  ● Increase Social media per plan posting and engagement by 10%-25%

**Evaluation**

● Measure results for each Objective - *metrics based on objectives/client business goals*
Traditional Media coverage analysis metrics

**Tactics**

- **Controlled** - *Paid, Owned, Shared by PR team*
  - Social media, pictures animals, hiking, outdoors
  - Twitter - City working does well on Twitter
  - Bell ringers always do well
  - Firefighter/Police, Critter, Job Postings, - FACEBOOK
  - Instagram - People tag Black Hawk Co...but they don’t tag city..regram in
  - Paid Facebook Boosts
  - Editorials

- **Uncontrolled** - *Earned, Shared by any other voices*
  - Black Hawk Anniversary
  - 4th of July
  - Holiday Event

**Crisis Plan**

- 1: Define: crisis or issue?
- 2: Call Black Hawk
- 3: Set social media alerts
- 4: Go!
  - Diane - work with Mayor Spellman & Team on site
  - Katie - set-up media location and manage media on site
  - Sarah - manage social media and logistics at M&C office
- 5: Review/control messaging
- 6: Manage location
- 7: Review
- 8: Refill the trust bucket

**Timeline**

**January**

- Key Opinion Leaders Survey -
  - develop list of 25-30 KOL’s
  - develop questions
  - re-survey every January
History App developed (this was put on hold in 2018, we would like to revisit it)
History videos shoot with the Mayor first quarter of 2019
- New Mural of Robert A Clark - Mayor describe in Video unveiling up on the mesa
- 1st lawman killed in CO (when it was a territory)
- PD Chief petitioned to have Clark added to the National Registry of fallen officers
- Interview Mayor as he talks about the history of Black Hawk in front of pics and bronze in City Council Chambers

- Sculpture Tour (finalize)
- Explore potential partnerships (Continue to work with Botanic Gardens)
- Twitter WX list (continue outreach to TV weather forecasters)
- Social media per plan
- Make contact with Gilpin County School District to talk about Educational Enhancement Tax to benefit the school district

February
- Contact High Noon about potential home renovation story
- Crisis Forecasting Plan? Communications Plan?
- Summer Dinner Plan developed
- Valentines Day - Social media per plan
- Cohn Meeting on BID collaboration
  - 4th of July

March
- Black Hawk Incorporated March 11, 1864 - Press Release or Social 154 years
- Summer Dinner Plan
- St. Patrick’s Day Event? - check with BID - social media only
- 4th of July event magazine calendars that target adults (Westword etc.) When Sparks Fly Bring Your Lover To Black Hawk for 4th of July
- Social media per plan
- Cohn Meeting
- Social Media Per Plan
  - St. Patrick’s Day
- Crisis planning/training

April
- Garden update
- Summer Dinner Plan
- Cohn Meeting
- Tramway Video shoot at end of April, beginning of May
- Schedule Scholarship kids to come to City Hall in May for Interview
- When Sparks Fly, Bring Your Love to Black Hawk’s Boom Town for 4th of July - calendar listings - Drone Possibility
- Social media per plan
  - Previous winners of Gilpin HS Scholarship - Where are they now video
    - The city will take photos of the presentation
    - Call kids and get headshot and post on social
  - Preview BH City runners in the Colfax Marathon
  - Come to spend your tax refund in BH

**May**
- Tramway Video shoot
- Wildflowers on Maryland Mountain - Mid May
- Summer Dinner Plan
- Events - History walking tour ending with beer and brats at Crooks Palace
- Memorial Day release
- 4th of July Plan developed
- Cohn Meeting
- Social media per plan
  - BH City members running in May 20th Colfax Marathon
  - Gilpin High School Graduation Scholarship Check awarded - Awardees intv -kids will come to City Hall and we can interview them there.
    - $6k scholarship ($750 per semester)
    - Memorial Day
    - Mother’s Day
    - Flowers Planted

**June**
- Flower Posts will be put out the beginning of June
- History Tour ending at Crook’s Palace
- Father’s Day release
- 4th of July Plan
- Plan Botanic Gardens event?
- Geocaching Event - hiding an item..finding it …rehiding it…through an app - Instagram Ads $500
- Social media per plan
- Cohn Meeting Social Media
- Tramway shoot

**July**
- 4th of July Event – Theme to be determined
• Botanic Gardens event?
• Social media per plan
• Cohn Meeting on BID collaboration

August
• Garden show or walk
• Summer Casino Dinner - Tommy Knocker Beer = Pair the casinos with a brewery and they come with their tasting dish and the beer - audience vote on which pairing they liked best - Modern Eater - $1200  Paula Picks $1500 - Facebook Ads - $500
• Develop Halloween Event
• Social media per plan
• Cohn Meeting on BID collaboration

September
• Car Club Leaf Drive
• Develop Holiday Event Plan
• Social media per plan
• Cohn Meeting
• Holiday Lighting Plan development

October
• Halloween spooky mine/gold run town movies
• Social media per plan
• Cohn Meeting on BID collaboration

November
• Holiday lights
• Social media per plan
• Cohn Meeting on BID collaboration

December
• 2019 Annual report
• 2020 Plan preparation
• Social media per plan
• Cohn Meeting on BID collaboration

Resource list
Lantern Newsletter on City of Black Hawk website
Crooks - has a commercial kitchen -

**Budget -**

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<td>M&amp;C Retainer</td>
<td>$5,000 per month</td>
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<tr>
<td>Social Media Monitoring</td>
<td>$250 per month</td>
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<tr>
<td>Crisis Plan, Event Preparation, Media Training</td>
<td>$5,000 (March or April)</td>
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FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM TO PERSONAL SERVICES AGREEMENT (the “First Addendum”) is made and entered into by and between the City of Black Hawk, hereinafter referred to as “City” and M & C Communications, hereinafter referred to as “Contractor” as follows:

WHEREAS, the City and Contractor previously entered into a Personal Services Agreement dated January 1, 2018 (the “Original Agreement”), and have subsequently entered into addenda thereto; and

WHEREAS, the City and the Contractor desire to extend the Original Agreement for an additional year, for the Compensation set forth below.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall continue to provide to the City the Personal Services to the extent provided herein.

1. TERM. The term of this First Addendum 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 of the Original Agreement.

2. 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”.

3. Except as modified herein, the Original Agreement is in full force and effect and is hereby ratified by the City and the Contractor.

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

CITY OF BLACK HAWK, COLORADO

__________________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________________
Melissa A. Greiner, CMC, City Clerk
CONTRACTOR

By: ________________________________

STATE OF COLORADO) )
 ) ss.
COUNTY OF _______________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ______ day of ___________________________, 2018, by ________________________.

My commission expires: __________________________

(SEAL)

______________________________
Notary Public