



REGULAR MEETING AGENDA

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

March 25, 2015
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEES: Ryan Blenker, IT Support Technician
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: March 11, 2015
8. PUBLIC HEARINGS:
 - A. CB8, An Ordinance Approving the City of Black Hawk 2015 Pay Plan
9. ACTION ITEMS:
 - B. Resolution 23-2015, A Resolution Approving both the Temporary Construction Easement and the Conveyance of Property from the Blake Family LLC for Construction of the Gregory Street Improvements
 - C. Resolution 24-2015, A Resolution Approving an Extension of the Closings on the Property Exchange Agreement Between the City of Black Hawk and Quartz Valley Ranch Company
 - D. Resolution 25-2015, A Resolution Temporarily Waiving the Collection of Occupational Tax and Business License Fees for those Residential Service Providers that Provide a Service to Residences that Does Not Require a Building Permit
 - E. Resolution 26-2015, A Resolution Approving the Agreement Between the City of Black Hawk and Excavation and Construction Specialist, Inc. for Construction of a Waterline Loop Between Richman Street and Mill Street in an Amount Not To Exceed \$398,998.00
 - F. Resolution 27-2015, A Resolution Approving the Agreement Between the City of Black Hawk and Davis Custom Welding for Construction of the Green Lake Pipeline Replacement Project Phase V in an Amount Not To Exceed \$181,410.00
 - G. Resolution 28-2015, A Resolution Approving the Agreement Between the City of Black Hawk and Whitestone Construction Services, Inc. for the Limited Rehabilitation of the Historic Home and Property Located at 401 Chase Street in an Amount Not To Exceed \$649,562.00
10. CITY MANAGER REPORTS:
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

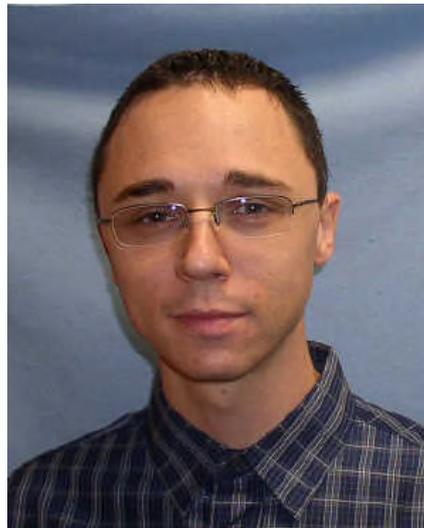
MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



BLACK HAWK [®]

CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



RYAN BLENKER **IT SUPPORT TECHNICIAN**

Ryan Blenker is an IT Engineer with 15 years of experience. He enjoys being familiar with current technology and trends, and being a helpful resource to support others in their use of technology. Among being familiar with computers and computer software support, Ryan is also a software developer with a sense for data processing. As a hobby, Ryan also enjoys designing and building low-voltage electronics including microprocessors with computer-integrated functionality.

Ryan loves to spend time with his two children and wife. During the summer they enjoy camping at lakes and reservoirs with relative family, and being active in sports such as waterskiing & wakeboarding, bike riding, and hiking. Ryan is an avid swimmer, and enjoys teaching his children to swim as well. During the Winter-time, Ryan enjoys going snowboarding with family.



**City of Black Hawk
City Council**

March 11, 2015

MEETING MINUTES

Community Planning and Development Administrative Assistant and Permit Technician Sara Lang rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, March 11, 2015 at 3:00 p.m. by Mayor Spellman.

2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Torres and Moates. Alderman Midcap arrived after roll call.

Staff present: City Attorney Hoffmann, City Manager Lewis, Fire Chief Taylor, City Clerk/Administrative Services Director Greiner, Police Chief Cole, Public Works Director Isbester, Community Planning and Development Administrator Linker, Finance Director Hillis, 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 changes to the agenda.

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. There were no conflicts 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. INTRODUCTION OF
NEW EMPLOYEES:

Community Planning and Development Administrator Linker introduced the new CP&D Administrative Assistant/Permit Technician Sara Lang who started three weeks ago.

Finance Director Hillis introduced Terri Lupo, the City Accountant, who has been with the City since October. They both received a warm welcome.

6. PUBLIC COMMENTS: Deputy City Clerk Martin stated no one had signed up for public comments.

7. APPROVAL OF
MINUTES

February 25, 2015.

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PUBLIC HEARINGS:

A. CB6, An Ordinance Amending Chapters 4 and 6 of the Black Hawk Municipal Code

Mayor Spellman read the title and opened the public hearing.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB6, An Ordinance Amending Chapters 4 and 6 of the Black Hawk Municipal Code open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

City Clerk/Administrative Services Director Greiner explained the need to clean up inconsistent and contradictory wording, define a more clear process for licensing, delete a few occupational taxes, such as a mobile home park, and suggested changes to some fees in preparation of the draft Fee Schedule.

City Attorney Hoffmann supplemented that explanation by saying that the occupational taxes in the Code were created almost 30 years ago and predates TABOR. The changes better reflect the City’s tax

structure post gaming. He went on to say this was the first attempt to make the Code consistent with the Charter.

Mayor Spellman asked the City Attorney to prepare an exemption for the next meeting for residential contractors who do not need to pull a building permit; their occupational tax and business license fee will be waived.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve CB6, An Ordinance Amending Chapters 4 and 6 of the Black Hawk Municipal Code.

MOTION PASSED

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

B. CB7, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for Municipal Parking and Recreational Purposes within the Meaning of C.R.S. § 38-6-101 and C.R.S. § 31-25-201

Mayor Spellman read the title and opened the public hearing.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB7, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for Municipal Parking and Recreational Purposes within the Meaning of C.R.S. § 38-6-101 and C.R.S. § 31-25-201 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.

City Attorney Hoffmann explained this Ordinance would give the City approval to start formal negotiations to acquire the Cyclops Lode Mining Claim, and allow for eminent domain, if necessary. He said the property owners are aware of the process, and he has been in communication with their legal counsel.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve CB7, An Ordinance Stating the Intent of the City of Black Hawk to Acquire Certain Property for Municipal Parking and Recreational Purposes within the Meaning of C.R.S. § 38-6-101 and C.R.S. § 31-25-201.

MOTION PASSED

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

9. ACTION ITEMS:

C. Resolution 19, A Resolution Approving Professional Agreements with the City of Black Hawk for 2015

Mayor Spellman read the title.

Community Planning and Development Administrator Linker explained that these were the same consultants that CP&D has always used to supplement staff time, provide expertise as required, and act as technical advisor when needed. She said the consultants are used on a time and material basis and are a budgeted item.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 19, A Resolution Approving Professional Agreements with the City of Black Hawk for 2015.

MOTION PASSED

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

D. Resolution 20, A Resolution Adopting the 2015 City of Black Hawk Fee Schedule

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that fees set by resolution were called out in various places in the Code, and as part of the amendments to Chapters 4 and 6; staff consolidated all the fees into a Fee Schedule, which will be reviewed during the annual budget process, to be approved by Council with the budget.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 20, A Resolution Adopting the 2015 City of Black Hawk Fee Schedule. Council thanked staff for their work on this.

MOTION PASSED

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

E. Resolution 21, A Resolution Approving the Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained this was for the City's annual Boom Town production and had already been budgeted and approved.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 21, A Resolution Approving the Fireworks Production Contract Between the City of Black Hawk and Western Enterprises, Inc.

MOTION PASSED

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

F. Resolution 22, A Resolution Approving and Adopting the City of Black Hawk's Scholarship Program

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained these recommendations were a result of a review in the Clerk's Office to streamline the process to be consistent for every award granted.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 22, A Resolution Approving and Adopting the City of Black Hawk's Scholarship Program.

Alderman Midcap added that as a resident of the City and County, this was a great program provided by the City and Council. Mayor Spellman acknowledged that the City has provided \$600,000 worth of scholarships to date.

MOTION PASSED

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

10. CITY MANAGER REPORTS:

City Manager Lewis extended his gratitude to all staff, department heads, and the City Attorney for all their work on the amendments to the Code and the Fee Schedule. He said this was a good exercise to go through and gives staff the courage needed to enforce what's in the Code.

11. CITY ATTORNEY:

City Attorney Hoffmann shared good news in regards to a House Bill that expands the types of licensed premises that can attach to an entertainment district; it is on its way the Governor's desk for signature.

12. EXECUTIVE SESSION:

City Attorney Hoffmann recommended item numbers 2 and 5 for Executive Session, specifically for legal issues regarding the Historic Restoration Program.

**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)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S., § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:15 p.m.

MOTION PASSED

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

13.ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:15 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

COUNCIL BILL 8
ORDINANCE 2015-8
AN ORDINANCE ADOPTING
THE CITY OF BLACK HAWK
2015 PAY PLAN

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB8

ORDINANCE NUMBER: 2015-8

TITLE: AN ORDINANCE ADOPTING THE CITY OF BLACK HAWK 2015 PAY PLAN

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

Section 1. The City of Black Hawk 2015 Pay Plan, attached hereto and incorporated herein by this reference is hereby adopted, to be effective upon the effective date of this Ordinance.

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 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: 2015 Compensation Plan

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

MOTION TO APPROVE Council Bill 8, An Ordinance Adopting the City of Black Hawk 2015 Pay Plan.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City is in its third year of the new compensation strategy which includes Annual Market Adjustments and Bonuses (as approved).

AGENDA DATE: 03/25/2015

WORKSHOP DATE: N/A

FUNDING SOURCE: Personnel

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, Administrative Services Director

DOCUMENTS ATTACHED: Proposed 2015 Market Adjustments and
Proposed 2015 Hiring Ranges

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner
Administrative Services Director



Jack D. Lewis, City Manager

2015 Proposed Market Adjustment

Black Hawk Job Titles	2014 Survey City Average Minimum	2015 Survey City Average Minimum	2015 Survey City Average Variance
Administrative Services			
Administrative Services Director	\$106,598	\$108,177	1.48%
Human Resources Generalist	\$50,369	\$50,909	1.07%
Executive Administrative Assistant	\$46,008	\$47,076	2.32%
Deputy City Clerk	\$43,221	\$45,557	5.40%
Community Planning & Development			
CD&P Administrator	\$78,173	\$78,809	0.81%
AA CP&D/Permit Technician	\$46,008	\$47,076	2.32%
Finance Department			
Finance Director	\$104,939	\$108,518	3.41%
Accountant	\$50,203	\$50,843	1.27%
IT Manager	\$80,668	\$81,383	0.89%
IT Support Technician	\$47,679	\$49,255	3.31%
Fire Department			
Fire Chief	\$113,035	\$117,193	3.68%
Fire Captain	\$85,739	\$86,678	1.09%
Fire Lieutenant	\$77,760	\$78,636	1.13%
Fire Engineer	\$69,958	\$70,780	1.17%
Senior Firefighter	\$59,065	\$59,727	1.12%
Firefighter	\$52,414	\$52,883	0.90%
Police Department			
PD Admin			
Police Chief	\$105,893	\$109,630	3.53%
Police Lieutenant	\$86,971	\$90,522	4.08%
Police Sergeant	\$75,850	\$77,409	2.06%
Police Detective	\$54,981	\$55,096	0.21%
Police Officer I	\$52,616	\$53,230	1.17%
Police Officer II	\$59,260	\$60,067	1.36%
Police Officer III	\$66,695	\$67,823	1.69%
Police Officer IV	\$72,802	\$73,698	1.23%
AA PD/Evidence Clerk	\$46,109	\$47,076	2.32%
PD Records			
Police Records Supervisor	\$50,594	\$51,009	0.82%
Police Rec Specialist/Mun Court Clerk	\$34,512	\$35,456	2.74%
Communications			
Communications Officer I	\$39,670	\$40,684	2.55%
Communications Officer II	\$42,189	\$42,855	1.58%
Public Works Department			
PW Admin			
Public Works Director	\$102,956	\$106,003	2.96%
Senior Civil Engineer/Water Resources	\$73,959	\$75,266	1.77%
Senior Civil Engineer	\$73,728	\$75,034	1.77%
GIS Analyst/Eng Assoc	\$53,037	\$53,835	1.51%
AA PW	\$46,008	\$47,076	2.32%
Facilities			
Facilities Maint Supervisor	\$58,850	\$60,070	2.07%
Facilities Maint Worker	\$37,902	\$40,154	5.94%
Fleet			
Fleet Superintendent	\$74,874	\$74,707	-0.22%
Fleet Pur & Inv Asst	\$46,008	\$47,076	2.32%
Fleet Technician I	\$39,847	\$40,448	1.51%
Fleet Technician II	\$42,765	\$43,309	1.27%
Fleet Technician Aide	\$26,159	\$26,553	1.51%
Streets			
Street Superintendent	\$76,939	\$77,260	0.42%
Street Maint Worker I	\$34,444	\$35,450	2.92%
Street Maint Worker II	\$39,033	\$39,577	1.39%
Water Ops			
Water Superintendent	\$71,614	\$74,349	3.82%
Utility Operator I	\$36,949	\$37,522	1.55%
Utility Operator II	\$43,070	\$43,786	1.66%
Utility Operator III	\$42,611	\$43,375	1.79%
Utility Operator IV	\$47,396	\$48,204	1.70%

2015 Proposed Hiring Range

Black Hawk Job Titles	2015 Survey City Average Minimum	2015 Black Hawk Hiring Minimum	2015 Black Hawk Hiring Maximum
Administrative Services			
Administrative Services Director	\$108,177	\$118,995	\$136,844
Human Resources Generalist	\$50,618	\$55,680	\$64,032
Executive Administrative Assistant	\$46,136	\$50,750	\$58,363
Deputy City Clerk	\$45,381	\$49,919	\$57,407
Community Planning & Development			
CD&P Administrator	\$78,544	\$86,399	\$99,359
AA CP&D/Permit Technician	\$46,370	\$51,007	\$58,658
Finance Department			
Finance Director	\$107,225	\$117,948	\$135,640
Accountant	\$50,527	\$55,579	\$63,916
IT Manager	\$81,418	\$89,560	\$102,994
IT Support Technician	\$48,476	\$53,323	\$61,322
Fire Department			
Fire Chief	\$112,476	\$123,723	\$142,282
Fire Captain	\$71,363	\$78,499	\$90,274
Fire Lieutenant	\$75,954	\$83,549	\$96,081
Fire Engineer	\$61,570	\$67,727	\$77,886
Senior Firefighter	\$53,723	\$59,095	\$67,960
Firefighter	\$47,300	\$52,030	\$59,835
Police Department			
PD Admin			
Police Chief	\$109,328	\$120,261	\$138,300
Police Lieutenant	\$89,720	\$98,692	\$113,496
Police Sergeant	\$76,742	\$84,416	\$97,079
Police Detective	\$55,096	\$60,606	\$69,696
Police Officer I	\$52,102	\$57,312	\$65,909
Police Officer II	\$57,278	\$63,006	\$72,457
Police Officer III	\$59,806	\$65,787	\$75,655
Police Officer IV	\$61,074	\$67,181	\$77,258
AA PD/Evidence Clerk	\$46,136	\$50,750	\$58,363
PD Records			
Police Records Supervisor	\$51,009	\$56,109	\$64,526
Police Rec Specialist/Mun Court Clerk	\$35,193	\$38,713	\$44,519
Communications			
Communications Officer I	\$40,494	\$44,544	\$51,225
Communications Officer II	\$42,855	\$47,141	\$54,212
Public Works Department			
PW Admin			
Public Works Director	\$106,003	\$116,603	\$134,094
Senior Civil Engineer/Water Resources	\$73,139	\$80,453	\$92,521
Senior Civil Engineer	\$72,931	\$80,224	\$92,258
GIS Analyst/Eng Assoc	\$53,835	\$59,219	\$68,102
AA PW	\$46,136	\$50,750	\$58,363
Facilities			
Facilities Maint Supervisor	\$60,070	\$66,077	\$75,989
Facilities Maint Worker	\$39,719	\$43,691	\$50,245
Fleet			
Fleet Superintendent	\$73,862	\$81,248	\$93,435
Fleet Pur & Inv Asst	\$46,136	\$50,750	\$58,363
Fleet Technician I	\$40,448	\$44,492	\$51,166
Fleet Technician II	\$43,370	\$47,707	\$54,864
Fleet Technician Aide	\$26,553	\$29,208	\$33,590
Streets			
Street Superintendent	\$77,137	\$84,850	\$97,578
Street Maint Worker I	\$35,482	\$39,030	\$44,884
Street Maint Worker II	\$39,488	\$43,437	\$49,953
Water Ops			
Water Superintendent	\$74,811	\$82,292	\$94,636
Utility Operator I	\$37,270	\$40,997	\$47,147
Utility Operator II	\$44,283	\$48,712	\$56,018
Utility Operator III	\$43,375	\$47,712	\$54,869
Utility Operator IV	\$48,204	\$53,024	\$60,978

RESOLUTION 23-2015
A RESOLUTION
APPROVING BOTH THE
TEMPORARY
CONSTRUCTION
EASEMENT AND THE
CONVEYANCE OF
PROPERTY FROM THE
BLAKE FAMILY LLC FOR
CONSTRUCTION OF THE
GREGORY STREET
IMPROVEMENTS

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 23-2015

TITLE: A RESOLUTION APPROVING BOTH THE TEMPORARY CONSTRUCTION EASEMENT AND THE CONVEYANCE OF PROPERTY FROM THE BLAKE FAMILY LLC FOR CONSTRUCTION OF THE GREGORY STREET IMPROVEMENTS

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

Section 1. The Temporary Construction Easement from the Blake Family LLC to the City of Black Hawk for construction of the Gregory Street improvements, attached hereto as **Exhibit A**, is hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

Section 2. The City Council further accepts the conveyance of property from the Blake Family LLC for construction of the Gregory Street improvements, attached hereto as **Exhibit B**.

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 23-2015, a Resolution approving both the Temporary Construction Easements and the Conveyance of Property from the Blake Family LLC for construction of the Gregory Street Improvements.

RECOMMENDATION:

If City Council chooses to approve Resolution 23-2015, a Resolution approving both the Temporary Construction Easements and the Conveyance of property from the Blake Family LLC for construction of the Gregory Street Improvements, the recommended motion is as follows: “Approve Resolution 23-2015, a Resolution approving both the Temporary Construction Easements and the Conveyance of Property from the Blake Family LLC for construction of the Gregory Street Improvements.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Gregory Street improvements will be realigning the roadway and appurtenances along a portion of Gregory Street in Blocks 31 and 32. The appurtenances required to be installed include a retaining wall and a future sidewalk. The property required for these improvements is what is covered with this conveyance. The temporary easements are those required for construction of the retaining wall and sidewalk if each is completed in separate phases or time periods.

FUNDING SOURCE: 305-3101-431-75-14 Gregory Street Redevelopment

WORKSHOP DATE: March 25, 2015

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Temporary Construction Easement & Special Warranty Deed

CITY ATTORNEY REVIEW: [x]Yes []No []N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

WHEN RECORDED RETURN TO:

CAMPBELL KILLIN BRITTAN & RAY LLC
270 ST. PAUL STREET, SUITE 200
DENVER, CO 80206

SPECIAL WARRANTY DEED

THIS DEED, made this ___th day of March, 2015 by and among **Blake Family, LLC**, a Colorado limited liability company, whose address is P.O. Box 556, Black Hawk, CO 80422 ("**Grantor**"), and **The City of Black Hawk**, whose mailing address is 201 Selak, P.O. Box 68, Black Hawk, CO 80422, of the County of Gilpin and State of Colorado, ("**Grantee**");

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee his heirs and assigns forever, all the real property, together with improvements, if any, situated, lying and being in the County of Jefferson, State of Colorado, described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN
BY THIS REFERENCE

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the revision and revisions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; subject to all matters of record.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, their heirs, and assigns forever. The Grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

THIS DEED REPRESENTS A CONTRIBUTION OF LAND FOR CONSIDERATION OF LESS THAN \$500.00 [NO DOCUMENTARY FEE DUE OR PAYABLE].

[Remainder of this page left intentionally blank]

WHEN RECORDED RETURN TO:

CAMPBELL KILLIN BRITTAN & RAY LLC
270 ST. PAUL STREET, SUITE 200
DENVER, CO 80206

SPECIAL WARRANTY DEED

THIS DEED, made this ___th day of March, 2015 by and among **Blake Family, LLC**, a Colorado limited liability company, whose address is P.O. Box 556, Black Hawk, CO 80422 ("**Grantor**"), and **The City of Black Hawk**, whose mailing address is 201 Selak, P.O. Box 68, Black Hawk, CO 80422, of the County of Gilpin and State of Colorado, ("**Grantee**"):

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee his heirs and assigns forever, all the real property, together with improvements, if any, situated, lying and being in the County of Jefferson, State of Colorado, described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN
BY THIS REFERENCE

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the revision and revisions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; subject to all matters of record.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, their heirs, and assigns forever. The Grantor, for itself, its heirs and personal representatives or successors, does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, their heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

THIS DEED REPRESENTS A CONTRIBUTION OF LAND FOR CONSIDERATION OF LESS THAN \$500.00 [NO DOCUMENTARY FEE DUE OR PAYABLE].

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EXHIBIT A

A TRACT OF LAND LOCATED WITHIN BLOCKS 31 AND 32, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF PARCELS 1 AND 2 AND PARCELS 12 THROUGH 17, AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED IN BOOK 614, PAGES 346-373 AND A PORTION OF LOTS 15 THROUGH 17, BLOCK 31 AND LOTS 1 AND 2, BLOCK 32, BASED UPON THE APPROVED MAP OF "CITY OF BLACK - SURVEY MAP" OF SAID BLOCKS, OF THE "MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866", LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON NORTHERLY CORNER OF SAID BLOCKS 31 AND 32, WHENCE THE COMMON LINE THEREOF BEARS S 21°41'21" E, 128.02 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE N 60°27'12" E, 51.10 FEET; THENCE S 27°48'33" E, 3.00 FEET; THENCE N 59°27'24" E, 8.44 FEET; THENCE S 30°32'36" E, 17.90 FEET; THENCE S 71°12'35" W, 83.36 FEET; THENCE N 10°34'32" W, 4.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 126.27 FEET, HAVING A RADIUS OF 302.50 FEET, A CENTRAL ANGLE OF 23°54'59" AND WHICH CHORD BEARS S 86°38'15" W, 125.35 FEET; THENCE N 81°24'16" W, 52.38 FEET; THENCE N 15°29'30" E, 7.49 FEET TO A POINT ALONG SAID PARCEL 12; THENCE ALONG THE PARCELS DESCRIBED IN SAID BOOK 614, PAGES 346-373 THE FOLLOWING FOUR (4) COURSES:

1. S 78°26'32" E, 60.56 FEET;
2. THENCE S 86°40'24" E, 63.33 FEET;
3. THENCE N 76°03'24" E, 66.05 FEET;
4. THENCE N 60°27'12" E, 6.64 FEET TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.



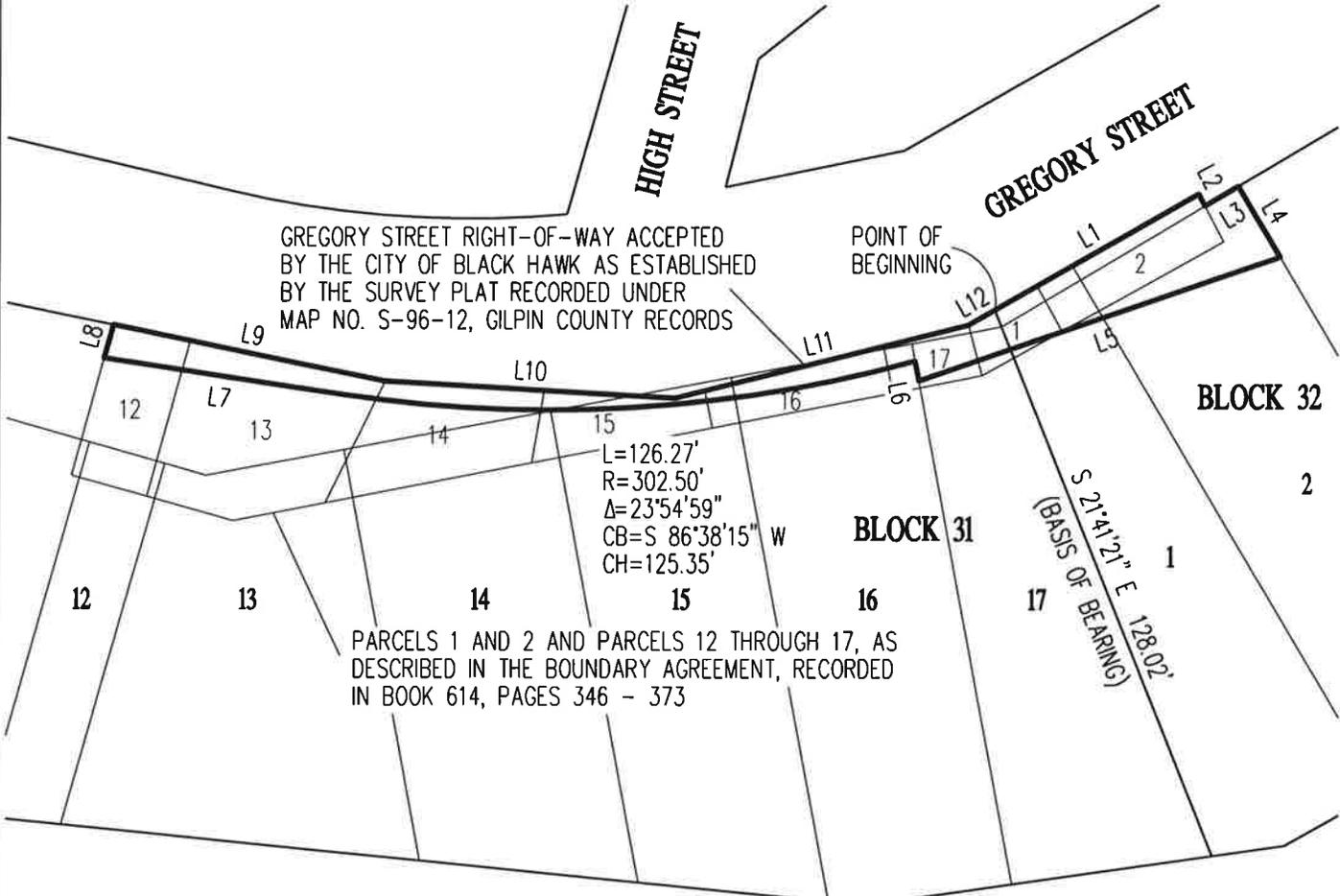
C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY,
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

EXHIBIT A

A TRACT OF LAND LOCATED WITHIN BLOCKS 31 AND 32, CITY OF BLACK HAWK COUNTY OF GILPIN, STATE OF COLORADO



GREGORY STREET RIGHT-OF-WAY ACCEPTED BY THE CITY OF BLACK HAWK AS ESTABLISHED BY THE SURVEY PLAT RECORDED UNDER MAP NO. S-96-12, GILPIN COUNTY RECORDS

POINT OF BEGINNING

BLOCK 32

BLOCK 31

PARCELS 1 AND 2 AND PARCELS 12 THROUGH 17, AS DESCRIBED IN THE BOUNDARY AGREEMENT, RECORDED IN BOOK 614, PAGES 346 - 373

LINE TABLE

LINE	BEARING	LENGTH
L1	N 60°27'12" E	51.10'
L2	S 27°48'33" E	3.00'
L3	N 59°27'24" E	8.44'
L4	S 30°32'36" E	17.90'
L5	S 71°12'35" W	83.36'
L6	N 10°34'32" W	4.43'
L7	N 81°24'16" W	52.38'
L8	N 15°29'30" E	7.49'
L9	S 78°26'32" E	60.56'
L10	S 86°40'24" E	63.33'
L11	N 76°03'24" E	66.05'
L12	N 60°27'12" E	6.64'



SCALE: 1"=40'
DATE: 08.29.2014

PROJECT NO.: CCS-BLH\908LH31\EXHIBIT A_ROW

NOTE:
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C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

Parcel 0 A

EXHIBIT C A SIDEWALK EASEMENT LOCATED WITHIN BLOCKS 31 AND 32 CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

Parcel

A SIDEWALK EASEMENT, BEING A PORTION OF PARCEL 1 AND PARCELS 12 THROUGH 17, AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT RECORDED IN BOOK 614, PAGES 346-373, A PORTION OF LOTS 14 THROUGH 17, BLOCK 31 AND LOTS 1 AND 2, BLOCK 32, BASED UPON THE APPROVED MAP OF "CITY OF BLACK - SURVEY MAP" OF THE "MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866", LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON NORTHERLY CORNER OF SAID BLOCKS 31 AND 32, WHENCE THE COMMON LINE THEREOF BEARS S 21°41'21" E, 128.02 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID COMMON LINE S 21°41'21" E, 9.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 71°12'35" E, 62.12 FEET; THENCE S 30°32'36" E, 8.17 FEET; THENCE S 71°12'35" W, 85.61 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 95.59 FEET, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°23'09" AND WHICH CHORD BEARS S 84°54'10" W, 94.69 FEET; THENCE N 81°24'16" W, 88.60 FEET; THENCE N 15°29'30" E, 8.06 FEET; THENCE S 81°24'16" E, 52.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 126.27 FEET, HAVING A RADIUS OF 302.50 FEET, A CENTRAL ANGLE OF 23°54'59" AND WHICH CHORD BEARS N 86°38'15" E, 125.35 FEET; THENCE S 10°34'32" E, 4.43 FEET; THENCE N 71°12'35" E, 21.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.06 ACRES MORE OR LESS.

PROJECT NO.: CCS-BLH\90BLH31\EXHIBIT C

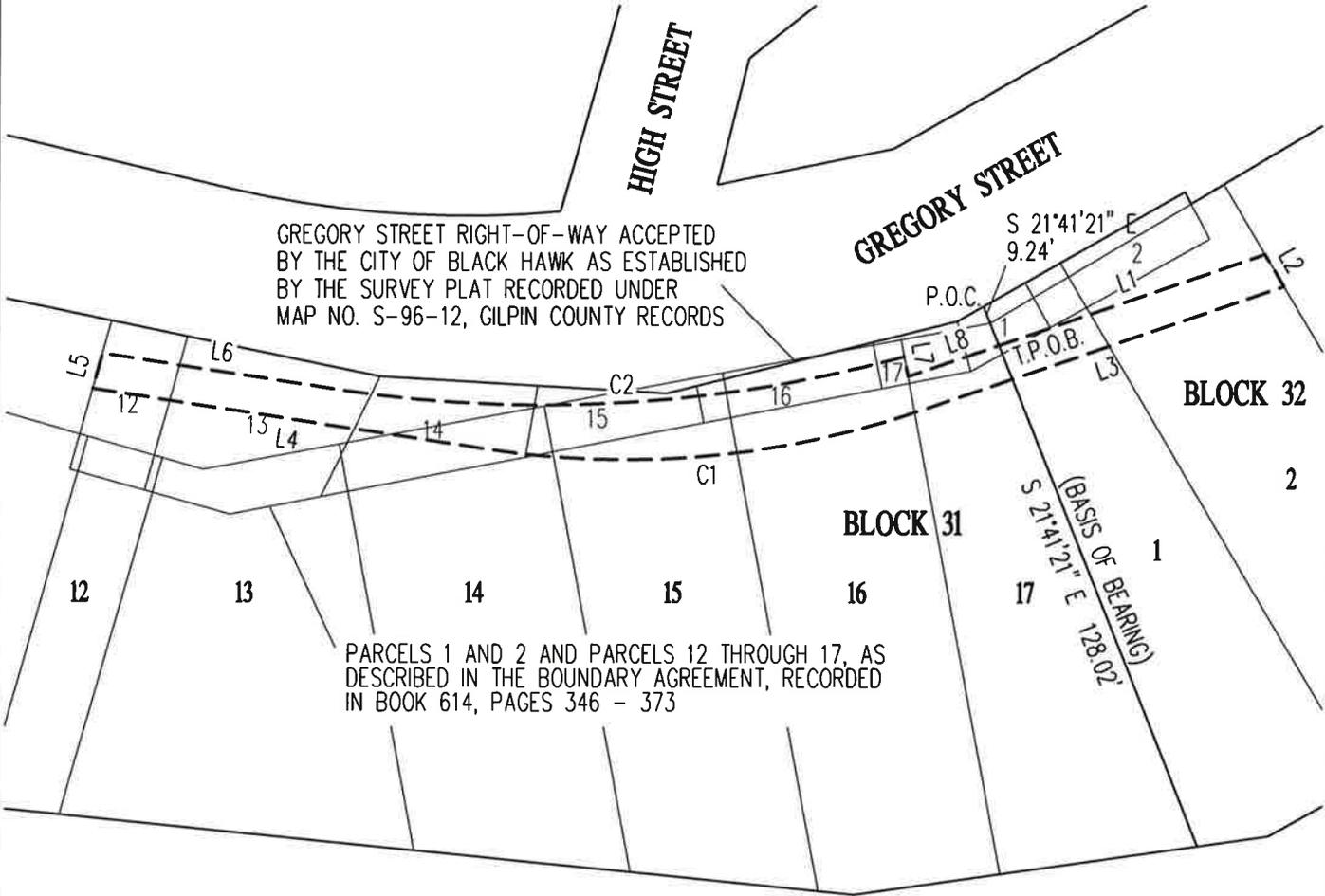
NOTE:
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IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



C.C.S. CONSULTANTS, INC.
4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

Parcel A
EXHIBIT A

**A SIDEWALK EASEMENT LOCATED WITHIN BLOCKS 31 AND 32
 CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO**



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 71°12'35" E	62.12'
L2	S 30°32'36" E	8.17'
L3	S 71°12'35" W	85.61'
L4	N 81°24'16" W	88.60'
L5	N 15°29'30" E	8.06'
L6	S 81°24'16" E	52.38'
L7	S 10°34'32" E	4.43'
L8	N 71°12'35" E	21.24'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	95.59'	200.00'	27°23'09"	S 84°54'10" W	94.69'
C2	126.27'	302.50'	23°54'59"	N 86°38'15" E	125.35'



SCALE: 1"=40'
 DATE: 01.28.2015

PROJECT NO.: CCS-BLH\90BLH31\EXHIBIT C

NOTE:
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

C.C.S. CONSULTANTS, INC.
 4860 Robb Street, Suite 206
 Wheat Ridge, Colorado 80033
 Phone: 303-403-4706, Fax: 303-403-0800

TEMPORARY CONSTRUCTION EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: That Blake Family LLC, a Colorado limited liability company, whose address is P.O. Box 556, Black Hawk, CO 80422 (“**Grantor**”), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the City of Black Hawk, Colorado 80422 a Temporary Easement for use during construction of the Gregory Street roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBITS B & D**, attached hereto and by this reference made part hereof (the “**Subject Property**”).

1. Said Temporary Easements shall expire and be of no further force or effect twenty four (24) months after the date the City provides Grantor with a written notice of the City’s intent to utilize the Subject Property for the referenced roadway or sidewalk improvements.
2. Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee’s full enjoyment of rights hereunder.
3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument or other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or agents or employees hereto.
4. Grantor warrant that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the land involved or Grantor’s rights to make the grant hereinabove contained.
5. Whenever used herein, the singular number shall include the plural, the plural and the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Prior to the City's commencement of the rights granted per this easement agreement, the City shall cause those contractors and utility companies using and accessing the Easement Area hereunder to provide to Grantor "Certificates of Insurance" evidencing (i) commercial general liability insurance, in an amount not less than One Million and NO/100 Dollars (\$1,000,000.00) combined single limit per occurrence and (ii) workman's compensation in amounts sufficient to satisfy the statutory limits for the State of Colorado. Each such policy shall name Grantor as an additional insured and each Certificate of Insurance shall so denote Grantor as an additional insured.

{Signature Page(s) Follows}

TEMPORARY CONSTRUCTION EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: That Blake Family LLC, a Colorado limited liability company, whose address is P.O. Box 556, Black Hawk, CO 80422 (“**Grantor**”), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to the City of Black Hawk, Colorado 80422 a Temporary Easement for use during construction of the Gregory Street roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBITS B & D**, attached hereto and by this reference made part hereof (the “**Subject Property**”).

1. Said Temporary Easements shall expire and be of no further force or effect twenty four (24) months after the date the City provides Grantor with a written notice of the City’s intent to utilize the Subject Property for the referenced roadway or sidewalk improvements.
2. Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee’s full enjoyment of rights hereunder.
3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument or other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or agents or employees hereto.
4. Grantor warrant that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor’s title to the land involved or Grantor’s rights to make the grant hereinabove contained.
5. Whenever used herein, the singular number shall include the plural, the plural and the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

6. Prior to the City's commencement of the rights granted per this easement agreement, the City shall cause those contractors and utility companies using and accessing the Easement Area hereunder to provide to Grantor "Certificates of Insurance" evidencing (i) commercial general liability insurance, in an amount not less than One Million and NO/100 Dollars (\$1,000,000.00) combined single limit per occurrence and (ii) workman's compensation in amounts sufficient to satisfy the statutory limits for the State of Colorado. Each such policy shall name Grantor as an additional insured and each Certificate of Insurance shall so denote Grantor as an additional insured.

{Signature Page(s) Follows}

EXHIBIT B
A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN BLOCKS 31 AND 32
CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN A PORTION OF PARCEL 1 AND PARCELS 12 THROUGH 17, AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT, RECORDED IN BOOK 614, PAGES 346-373 AND A PORTION OF LOTS 14 THROUGH 17, BLOCK 31 AND LOTS 1 AND 2, BLOCK 32, BASED UPON THE APPROVED MAP OF "CITY OF BLACK - SURVEY MAP" OF SAID BLOCKS, OF THE "MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866", SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON NORTHERLY CORNER OF SAID BLOCKS 31 AND 32, WHENCE THE COMMON LINE THEREOF BEARS S 21°41'21" E, 128.02 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID LINE S 21°41'21" E, 9.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 71°12'35" E, 62.12 FEET; THENCE S 30°32'36" E, 10.21 FEET; THENCE S 71°12'35" W, 86.89 FEET; THENCE N 10°34'32" W, 4.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 129.61 FEET, HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 23°45'51" AND WHICH CHORD BEARS S 86°42'49" W, 128.69 FEET; THENCE N 81°24'16" W, 53.59 FEET; THENCE N 15°29'30" E, 10.07 FEET; THENCE S 81°24'16" E, 52.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 126.27 FEET, HAVING A RADIUS OF 302.50 FEET, A CENTRAL ANGLE OF 23°54'59" AND WHICH CHORD BEARS N 86°38'15" E, 125.35 FEET; THENCE S 10°34'32" E, 4.43 FEET; THENCE N 71°12'35" E, 21.24 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.06 ACRES MORE OR LESS.



NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

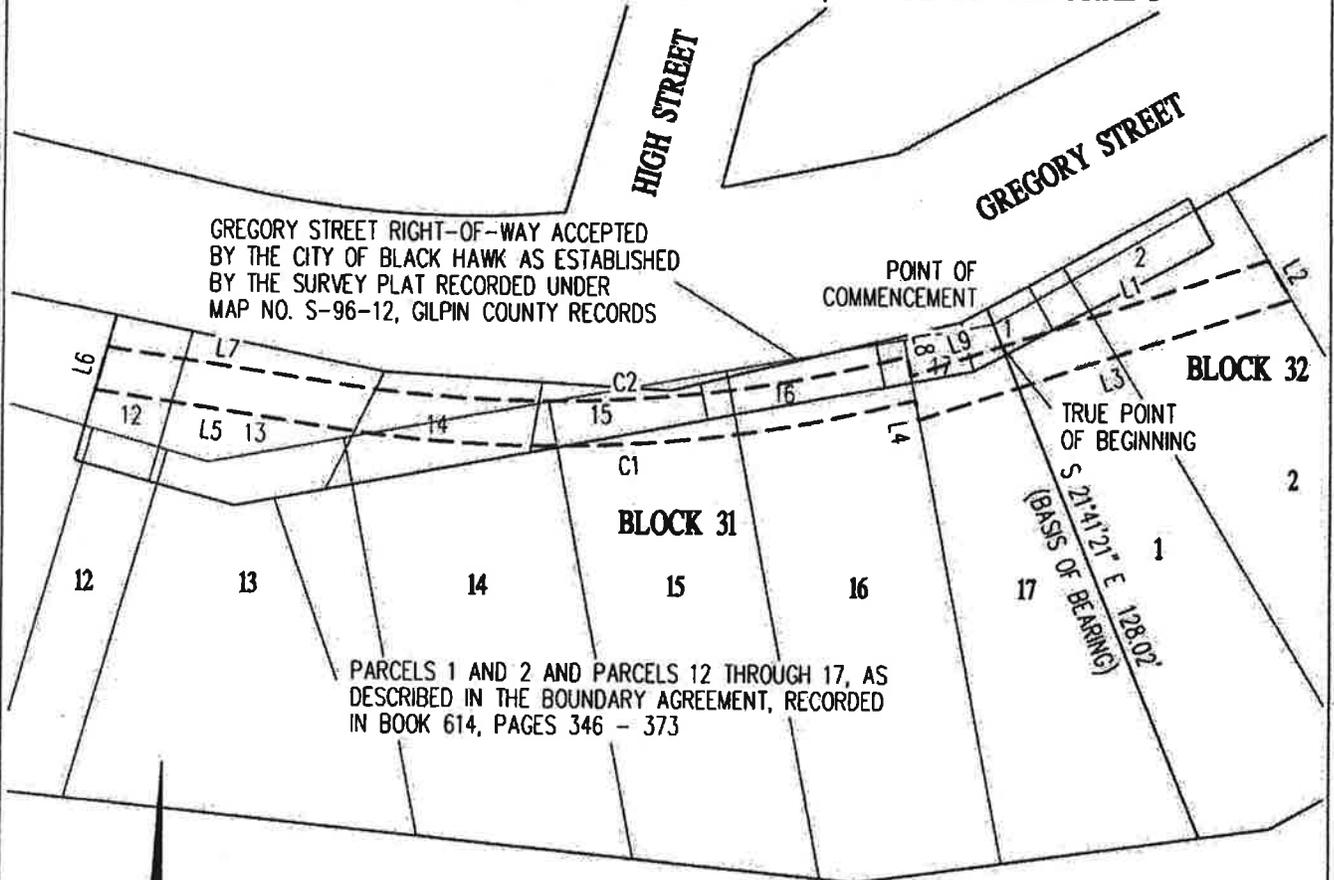
SHEET 1 OF 2

C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

EXHIBIT B

A TEMPORARY CONSTRUCTION EASEMENT, LOCATED WITHIN BLOCKS 31 AND 32 CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



GREGORY STREET RIGHT-OF-WAY ACCEPTED BY THE CITY OF BLACK HAWK AS ESTABLISHED BY THE SURVEY PLAT RECORDED UNDER MAP NO. S-96-12, GILPIN COUNTY RECORDS

POINT OF COMMENCEMENT

BLOCK 32

TRUE POINT OF BEGINNING

BLOCK 31

PARCELS 1 AND 2 AND PARCELS 12 THROUGH 17, AS DESCRIBED IN THE BOUNDARY AGREEMENT, RECORDED IN BOOK 614, PAGES 346 - 373

S 21°41'21" E 128.02'
(BASIS OF BEARING)



SCALE: 1" = 40'
DATE: 08.29.2014

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 71°12'35" E	62.12'
L2	S 30°32'36" E	10.21'
L3	S 71°12'35" W	86.89'
L4	N 10°34'32" W	4.50'
L5	N 81°24'16" W	53.59'
L6	N 15°29'30" E	10.07'
L7	S 81°24'16" E	52.38'
L8	S 10°34'32" E	4.43'
L9	N 71°12'35" E	21.24'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	129.61'	312.50'	23°45'51"	S 86°42'49" W	128.69'
C2	126.27'	302.50'	23°54'59"	N 86°38'15" E	125.35'

NOTE:
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C.C.S. CONSULTANTS, INC.
4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

PROJECT NO.: CCS-BLH\908LH31\EXHIBIT B_ESMT

EXHIBIT D

A TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN BLOCKS 31 AND 32, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO

DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, BEING A PORTION OF PARCELS 12 THROUGH 15, AS DESCRIBED IN THE BOUNDARY LINE AGREEMENT RECORDED IN BOOK 614, PAGES 346-373, A PORTION OF LOTS 13 THROUGH 17, BLOCK 31 AND LOTS 1 AND 2, BLOCK 32, BASED UPON THE APPROVED MAP OF "CITY OF BLACK - SURVEY MAP" OF THE "MAP OF BLACK HAWK, SURVEYED BY ALBERT JOHNSON, CITY SURVEYOR, DATED MAY AND JUNE 1866", LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON NORTHERLY CORNER OF SAID BLOCKS 31 AND 32, WHENCE THE COMMON LINE THEREOF BEARS S 21°41'21" E, 128.02 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE ALONG SAID COMMON LINE S 21°41'21" E, 17.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 71°12'35" E, 63.38 FEET; THENCE S 30°32'36" E, 4.09 FEET; THENCE S 71°12'35" W, 86.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 97.51 FEET, HAVING A RADIUS OF 204.00 FEET, A CENTRAL ANGLE OF 27°23'09" AND WHICH CHORD BEARS S 84°54'10" W, 96.58 FEET; THENCE N 81°24'16" W, 89.08 FEET; THENCE N 15°29'30" E, 4.03 FEET; THENCE S 81°24'16" E, 88.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 95.59 FEET, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 27°23'09" AND WHICH CHORD BEARS N 84°54'10" E, 94.69 FEET; THENCE N 71°12'35" E, 22.23 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES MORE OR LESS.



NOTE:
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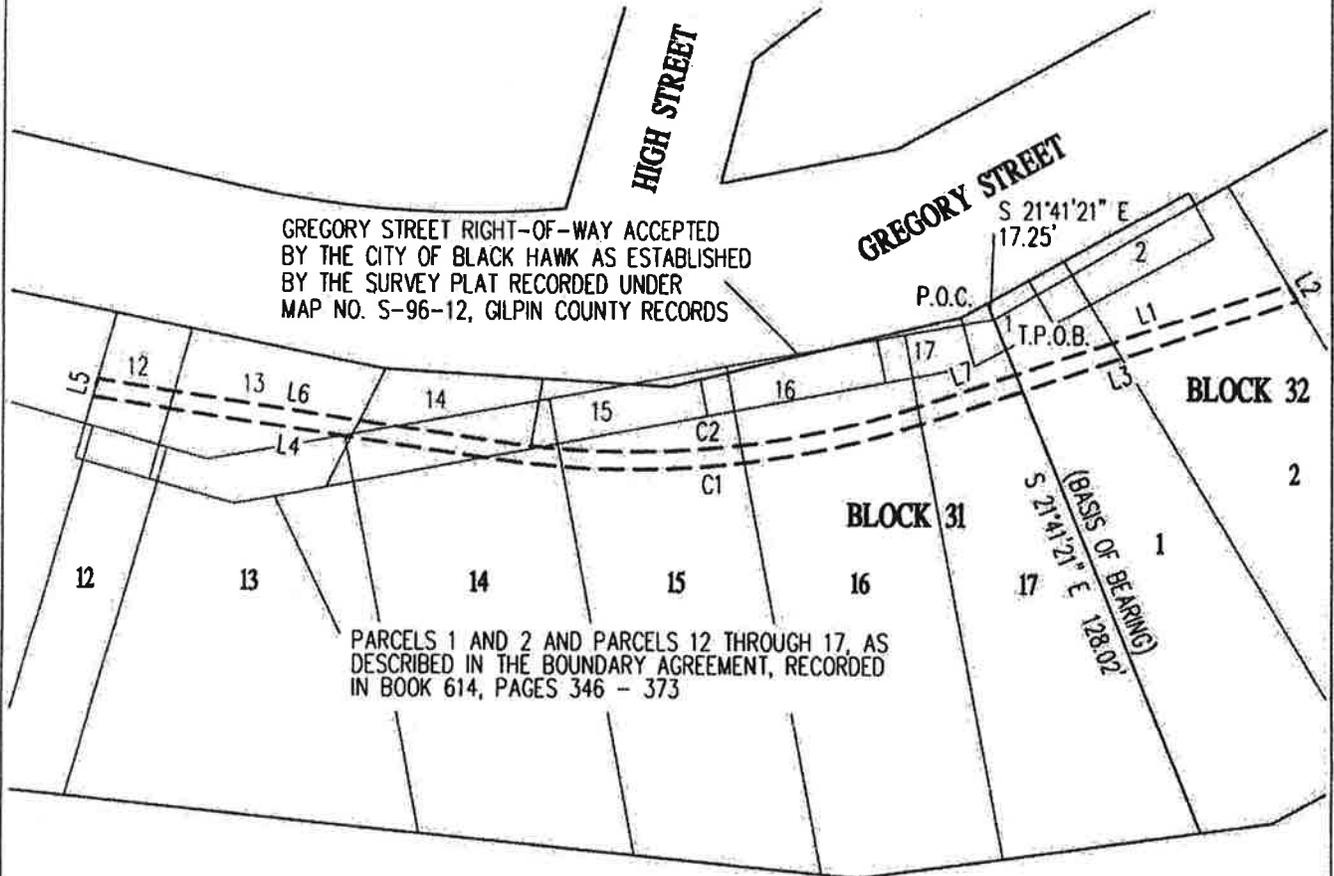
SHEET 1 OF 2

C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

EXHIBIT D

A TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN BLOCKS 31 AND 32, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO



LINE TABLE

LINE	BEARING	LENGTH
L1	N 71°12'35" E	63.38'
L2	S 30°32'36" E	4.09'
L3	S 71°12'35" W	86.44'
L4	N 81°24'16" W	89.08'
L5	N 15°29'30" E	4.03'
L6	S 81°24'16" E	88.60'
L7	N 71°12'35" E	22.23'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	97.51'	204.00'	27°23'09"	S 84°54'10" W	96.58'
C2	95.59'	200.00'	27°23'09"	N 84°54'10" E	94.69'



SCALE: 1"=40'
DATE: 01.28.2015

NOTE:
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C.C.S. CONSULTANTS, INC.

4860 Robb Street, Suite 206
Wheat Ridge, Colorado 80033
Phone: 303-403-4706, Fax: 303-403-0800

PROJECT NO.: CCS-BLH\908LH31\EXHIBIT D

RESOLUTION 24-2015
A RESOLUTION
APPROVING AN
EXTENSION OF THE
CLOSINGS ON THE
PROPERTY EXCHANGE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND QUARTZ
VALLEY RANCH
COMPANY

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 24-2015

TITLE: A RESOLUTION APPROVING AN EXTENSION OF THE CLOSINGS ON THE PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND QUARTZ VALLEY RANCH COMPANY

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

Section 1. The First Amendments To Contracts To Buy And Sell Real Estate between the City of Black Hawk and Quartz Valley Ranch Company, extending the date of closing on the Property Exchange Agreement between the parties, are hereby approved, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



**CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION**

SUBJECT: Approve an extension of the closings on the Property Exchange Agreement between the City of Black Hawk and Quartz Valley Ranch Company.

RECOMMENDATION:

Staff recommends approval. If City Council chooses to approve Resolution 24-2015, a Resolution approving an extension of the closings on the Property Exchange Agreement between the City of Black Hawk and Quartz Valley Ranch Company, the recommended **MOTION** should be as follows: “Approve Resolution 24-2015, a Resolution approving an extension of the closings on the Property Exchange Agreement between the City of Black Hawk and Quartz Valley Ranch Company.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City approved a Property Exchange Agreement with Quartz Valley Ranch Company on January 14, 2015. The date of closing was March 27, 2015. By mutual agreement, the parties have agreed to extend the closing date to April 30, 2015, by a First Amendment to Contract to Buy and Sell Real Estate, Section 8.

AGENDA DATE: March 25, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Tom Isbester, Public Works Director

DOCUMENTS ATTACHED: Resolution & First Amendment to Contract to Buy and Sell Real Estate

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

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

FIRST AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE

THIS FIRST AMENDMENT TO CONTRACT TO BUY AND SELL REAL ESTATE is made and entered into this ___ day of _____, 2015, by and between the City of Black Hawk, Colorado (Buyer), and Quartz Valley Ranch Company, a Colorado corporation (Seller)

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Section 8 of the Contract to Buy and Sell Real Estate is amended to read as follows:

8. DATE OF CLOSING. The date of closing shall be ~~April 30~~ ~~March 27~~, 2015, or by mutual agreement *on a date consistent with Article IV, Section B. of the Property Exchange Agreement* ~~at an earlier date~~. The hour and place of closing shall be as designated by mutual agreement of the parties.

BUYER CITY OF BLACK HAWK

By: _____ Date: _____
David D. Spellman, Mayor

Attest: _____
Melissa A. Greiner, City Clerk

Buyer's Address: 201 Selak St., P.O. Box 68, Black Hawk, CO 80422

SELLER QUARTZ VALLEY RANCH COMPANY

By: _____ Date _____

Seller's Address: _____

Exhibit B

To that certain Contract to Buy and Sell Real Estate dated _____, 2015, by and between Quartz Valley Ranch Company, a Colorado corporation, as Seller, and the City of Black Hawk, Colorado, as Buyer, regarding the acquisition of any and all interest in the land described herein. To the extent these Additional Provisions conflict with, modify, or supplement other portions of the Contract, the provisions contained in these Additional Provisions shall govern and control the rights and obligations of the parties.

ADDITIONAL PROVISIONS (continued):

- 16.A. Broker Commission: None.
- 16.B. Closing Costs:
- 16.C. Facsimile Signatures: Facsimile signatures are acceptable.
- 16.D. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same Contract.
- 16.E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to each party, delivered by facsimile, or deposited in the United States mails, postage prepaid, either registered or certified, return receipt requested, to the parties at the following addresses:
- | | |
|---------|--|
| Seller: | Quartz Valley Ranch Company
Kurt O. Linn
555 South Miller Street
Lakewood, Colorado 80226 |
| Buyer: | The City of Black Hawk
Attn: Jack D. Lewis, City Manager
P.O. Box 68
Black Hawk, Colorado 80422 |
- 16.F. Next Business Day: In the event any date described herein for payment or performance of the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment or performance shall be extended to the next business day.
- 16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this agreement, and this agreement

shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.

- 16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto, and shall not merge into the deed or deeds to be delivered in accordance with this Contract.
- 16.I. Hazardous Materials: Seller has not to the best of Seller's knowledge used hazardous materials (as defined hereinafter) on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith.

For purposes of this Contract, "hazardous materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, asbestos, formaldehyde compounds, PCBs, radon, and any other substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances, or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes, or materials.

16.J. Inspection: Seller shall allow Buyer and all authorized representatives of Buyer to enter upon the property during normal business hours from time to time prior to closing in order to inspect the property, to conduct soil tests, well drilling, and other developmental drilling, studies or tests. If any mechanic's lien is indirectly claimed under, by or through Buyer, Buyer shall cause same to be discharged of record (whether by payment and release or by bonding over it pursuant to statute) within twenty (20) days after it was recorded.

SELLER:

QUARTZ VALLEY RANCH COMPANY, a
Colorado corporation

By:
BUYER:

The City of Black Hawk, Colorado

By: _____
David D. Spellman, Mayor

Attest: _____
Melissa A. Greiner, City Clerk

RESOLUTION 25-2015
A RESOLUTION
TEMPORARILY WAIVING
THE COLLECTION OF
OCCUPATIONAL TAX
AND BUSINESS LICENSE
FEEES FOR THOSE
RESIDENTIAL SERVICE
PROVIDERS THAT
PROVIDE A SERVICE TO
RESIDENCES THAT DOES
NOT REQUIRE A
BUILDING PERMIT

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 25-2015

TITLE: A RESOLUTION TEMPORARILY WAIVING THE COLLECTION OF OCCUPATIONAL TAX AND BUSINESS LICENSE FEES FOR THOSE RESIDENTIAL SERVICE PROVIDERS THAT PROVIDE A SERVICE TO RESIDENCES THAT DOES NOT REQUIRE A BUILDING PERMIT

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

Section 1. The Mayor and Board of Aldermen hereby resolve to temporarily waive the collection of occupational tax and business license fees for those residential service providers that provide a service to residences that does not require a building permit.

Section 2. Said waiver shall renew automatically on December 31 of each year unless the City Council determines to modify or repeal it by separate Resolution.

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Temporarily waiving the collection of Occupational Tax and Business License fees for those residential service providers that provide a service to residences that does not require a building permit.

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

MOTION TO APPROVE Resolution 25-2015, A Resolution temporarily waiving the collection of Occupational Tax and Business License fees for those residential service providers that provide a service to residences that does not require a building permit.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

City staff had reviewed fees listed in the current Black Hawk Municipal Code and recommended updating and consolidating all fees onto a "Fee Schedule" which was approved by Council at their March 11, 2015 meeting. At the March 11 meeting, Mayor Spellman asked the City Attorney to prepare, for their next meeting, an exemption of Occupational Tax and Business License fees for residential contractors who do not need to pull a building permit.

AGENDA DATE: March 25, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Resolution 25-2015

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, City Clerk

Jack D. Lewis, City Manager

RESOLUTION 26-2015
A RESOLUTION
APPROVING THE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND EXCAVATION
AND CONSTRUCTION
SPECIALIST, INC. FOR
CONSTRUCTION OF A
WATERLINE LOOP
BETWEEN RICHMAN
STREET AND MILL
STREET IN AN AMOUNT
NOT TO EXCEED
\$398,998.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 26-2015

TITLE: A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND EXCAVATION AND CONSTRUCTION SPECIALIST, INC. FOR CONSTRUCTION OF A WATERLINE LOOP BETWEEN RICHMAN STREET AND MILL STREET IN AN AMOUNT NOT TO EXCEED \$398,998.00

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

Section 1. The City Council hereby approves the Agreement between the City of Black Hawk and Excavation and Construction Specialist, Inc., for construction of a waterline loop between Richman Street and Mill Street in an amount not to exceed \$398,998.00, and authorizing the Mayor to execute the same on behalf of the City,

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Awarding the bid for the Hwy 119 waterline loop between Richman St. and Mill St. to Excavation and Construction Specialist, Inc.

RECOMMENDATION:

If City Council chooses to approve Resolution 26, a Resolution awarding the bid and contract between the City of Black Hawk and Excavation and Construction Specialist, Inc., the recommended motion is as follows: “Approve Resolution 26-2015, A Resolution Approving the Agreement Between the City of Black Hawk and Excavation and Construction Specialist, Inc. for Construction of a Waterline Loop Between Richman Street and Mill Street in an Amount Not To Exceed \$398,998.00”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

A 12” water line is proposed to be constructed in the southeast-bound lanes of Highway 119 between Richman and Mill Streets. This water line will complete a loop and provide system redundancy, capacity and reliability improvements particularly for the businesses along lower Main Street. JVA Consulting Engineers prepared the construction plans for this work. This project was publicly advertised in the Weekly Register Call, the Denver Daily Journal, and on-line on the Rocky Mountain Bid Systems website. Representatives from 18 companies attended the mandatory pre-bid and 9 contractors submitted bids. The references for the low bidder have been checked and staff has determined them to be the lowest responsible and responsive bidder. Therefore staff recommends award.

FUNDING SOURCE: System Improvements/Water Capital: 501-3151-460-74-22

WORKSHOP DATE: March 25, 2015

ORIGINATED BY: Matt Reed

STAFF PERSON RESPONSIBLE: Matt Reed

PROJECT COMPLETION DATE: May 21, 2015

DOCUMENTS ATTACHED: bid recording sheet

CITY ATTORNEY REVIEW: []Yes []No []N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

Bid Recording Sheet

OWNER: City of Black Hawk DATE/TIME: March 17, 2015 @ 3:00 p.m.

ENGINEER: JVA Consulting Engineers

PROJECT: Highway 119 Water Line Construction

Contractor	Bid Bond	Addendum	Base Bid
Excavation and Construction Specialist, Inc.	Yes	Yes	\$398,998.00
RedPoint Contracting	Yes	Yes	\$493,447.00
Iron Woman Construction	Yes	Yes	\$499,999.00
Redline Pipeline	Yes	Yes	\$535,810.00
JBS Pipeline Contractors	Yes	Yes	\$575,661.90
Hunt Construction Consulting & Management, Inc.	Yes	Yes	\$582,884.20
EDGE Contracting, Inc.	Yes	Yes	\$662,380.00
Layne Heavy Civil, Inc.	Yes	Yes	\$739,799.00
Colt and Steel Corporation	Yes	Yes	\$741,583.31

RESOLUTION 27-2015
A RESOLUTION
APPROVING THE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND DAVIS
CUSTOM WELDING FOR
CONSTRUCTION OF THE
GREEN LAKE PIPELINE
REPLACEMENT PROJECT
PHASE V IN AN AMOUNT
NOT TO EXCEED
\$181,410.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 27-2015

TITLE: A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND DAVIS CUSTOM WELDING FOR CONSTRUCTION OF THE GREEN LAKE PIPELINE REPLACEMENT PROJECT PHASE V IN AN AMOUNT NOT TO EXCEED \$181,410.00

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

Section 1. The City Council hereby approves the Agreement between the City of Black Hawk and Davis Custom Welding for construction of the Green Lake Pipeline Replacement Project Phase V in an amount not to exceed \$181,410.00, and authorizing the Mayor to execute the same on behalf of the City,

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Awarding the bid for the Green Lake Pipeline Replacement Project Phase V to Davis Custom Welding.

RECOMMENDATION:

If City Council chooses to approve Resolution 27-2015, a Resolution approving the agreement between the City of Black Hawk and Davis Custom Welding for Construction of the Green Lake Pipeline Replacement Project Phase V in an amount not to exceed \$181,410.00, the recommended **MOTION** is as follows: “Approve Resolution 27-2015, a Resolution approving the agreement between the City of Black Hawk and Davis Custom Welding for Construction of the Green Lake Pipeline Replacement Project Phase V in an amount not to exceed \$181,410.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Green Lake was purchased in 2008 and is jointly owned with Clear Creek County. The City’s share of the reservoir storage is 63% and the County’s share is 37%. The inflow pipeline is approximately 3,900 feet in length and delivers water to Green Lake from Leavenworth Creek. The previous four phases (2650 feet) of the inflow pipeline replacement were completed between 2011 and 2014. This Project is the continuation of the Green Lake inflow pipeline replacement and consists of 630 feet. After this project, approximately 620 feet of pipeline will complete the entire pipeline replacement. The project was advertised in the Weekly Register Call. Davis Custom Welding, who completed the first four phases of the pipeline replacement, has developed an efficient low impact method for installing the pipeline. Davis Custom Welding was the only contractor to attend the Pre-Bid meeting and submit a responsive bid. Black Hawk will administer the contract, make payments to the contractor, and Clear Creek County will reimburse the City for their share of the project. The City’s share will be \$114,221.11 and the County’s share will be \$67,118.89. Therefore staff recommends award.

FUNDING SOURCE: Green Lake Pipeline: 501-3151-460-74-29

WORKSHOP DATE: March 25, 2015

ORIGINATED BY: Jim Ford

STAFF PERSON RESPONSIBLE: Jim Ford

PROJECT COMPLETION DATE: August 31, 2015

DOCUMENTS ATTACHED: Contractor Bid Form

CITY ATTORNEY REVIEW: []Yes []No []N/A INITIALS _____

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Jack D. Lewis, City Manager

City of Black Hawk - Green Lake Pipeline Replacement Project Phase V
PW Project Number #15-005

Contractor: Davis Custom Welding

BID FORM

19-Mar-15

Item No.	Description of Work	Quantity	Units	Unit Cost	Scheduled Value
1	Mobilization & Demobilization	1	LS	\$15,084.00	\$15,084.00
2	Bonding	1	LS	\$5,441.10	\$5,441.10
3	Clearing & Grubbing	1	LS	\$15,480.00	\$15,480.00
4	Purchase 18-inch Steel Pipe	630	LF	\$50.00	\$31,500.00
5	Install 18-inch Steel Pipe	630	LF	\$162.71	\$102,507.30
6	Remove & Dispose Existing Pipe	630	LF	\$16.52	\$10,407.60
7	Connect to Existing Pipeline	2	EA	\$495.00	\$990.00
	TOTAL				\$181,410.00

RESOLUTION 28-2015
A RESOLUTION
APPROVING THE
AGREEMENT BETWEEN
THE CITY OF BLACK
HAWK AND WHITESTONE
CONSTRUCTION
SERVICES, INC. FOR THE
LIMITED
REHABILITATION OF THE
HISTORIC HOME AND
PROPERTY LOCATED AT
401 CHASE STREET IN AN
AMOUNT NOT TO
EXCEED \$649,562.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 28-2015

TITLE: A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND WHITESTONE CONSTRUCTION SERVICES, INC. FOR THE LIMITED REHABILITATION OF THE HISTORIC HOME AND PROPERTY LOCATED AT 401 CHASE STREET IN AN AMOUNT NOT TO EXCEED \$649,562.00

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

Section 1. The City Council hereby approves the Agreement between the City of Black Hawk and Whitestone Construction Services Inc. for the limited rehabilitation of the historic home and property located at 401 Chase Street in an amount not to exceed \$649,562.00, and authorizing the Mayor to execute the same on behalf of the City,

RESOLVED AND PASSED this 25th day of March, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: *Approval of the total base construction bid and project budget for the limited rehabilitation of the historic home and property located at 401 Chase Street.*

RECOMMENDATION: *Based on the bid received and the attached bid analysis summary, Whitestone Construction Services, Inc. is a qualified contractor with documented and supported costs. NV5 has reviewed the bid package with the grant applicant and they concur.*

MOTION TO APPROVE (or deny, etc.) *Resolution No. 28-2015*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On February 11, 2015, the Community Planning & Development office issued a Request for Qualifications and Proposal on Rocky Mountain Bid System. The request went out to 338 registered contractors on the BidNet System, and was available to view by multiple other non-registered contractors (including contractors included on the City of Black Hawk's pre-qualified contractor list). On March 9, 2015, NV5 received a bid from one general contractor, Whitestone Construction Services, Inc. Attached is the bid analysis summary, which includes a breakdown of costs from Whitestone Construction Services, Inc. Whitestone Construction provided a complete bid package at the time of submission. Despite two qualified general contractors attending the pre-bid meeting, only one general contractor submitted a bid for the project.

Because the initial bid was higher than initial project expectations and included certain costs which needed to be clarified. Over the last 10 days, Whitestone Construction, PEH, NV5, the homeowner, and the City of Black Hawk have worked extensively to define scope, identify project savings and scope reductions and arrive at a cost that was within the City of Black Hawk's reported budget. Additionally, NV5 has reviewed historical project costs for Grant Program-funded projects to provide City staff with additional perspective on the current project cost trends. Whitestone Construction submitted a project schedule estimating project completion by December 31, 2015, if the project commences in mid-April 2015.

AGENDA DATE: *March 25, 2015*

WORKSHOP DATE: *N/A*

FUNDING SOURCE: *\$649,562*

203-0000-5025861 (Interior Grant) \$182,490

203-0000-5026867 (Exterior Easement) \$460,572 + \$6500 = \$467,072

DEPARTMENT DIRECTOR APPROVAL: Yes No

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

DOCUMENTS ATTACHED: Resolution No. 28-2015, Request for Council Action, Exhibit A – Bid Analysis Summary, Exhibit B – Bid Forms, Exhibit C – Proposal Clarifications, Exhibit D – Bid Cost Comparison

RECORD: [] Yes [X] No

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

SUBMITTED BY:

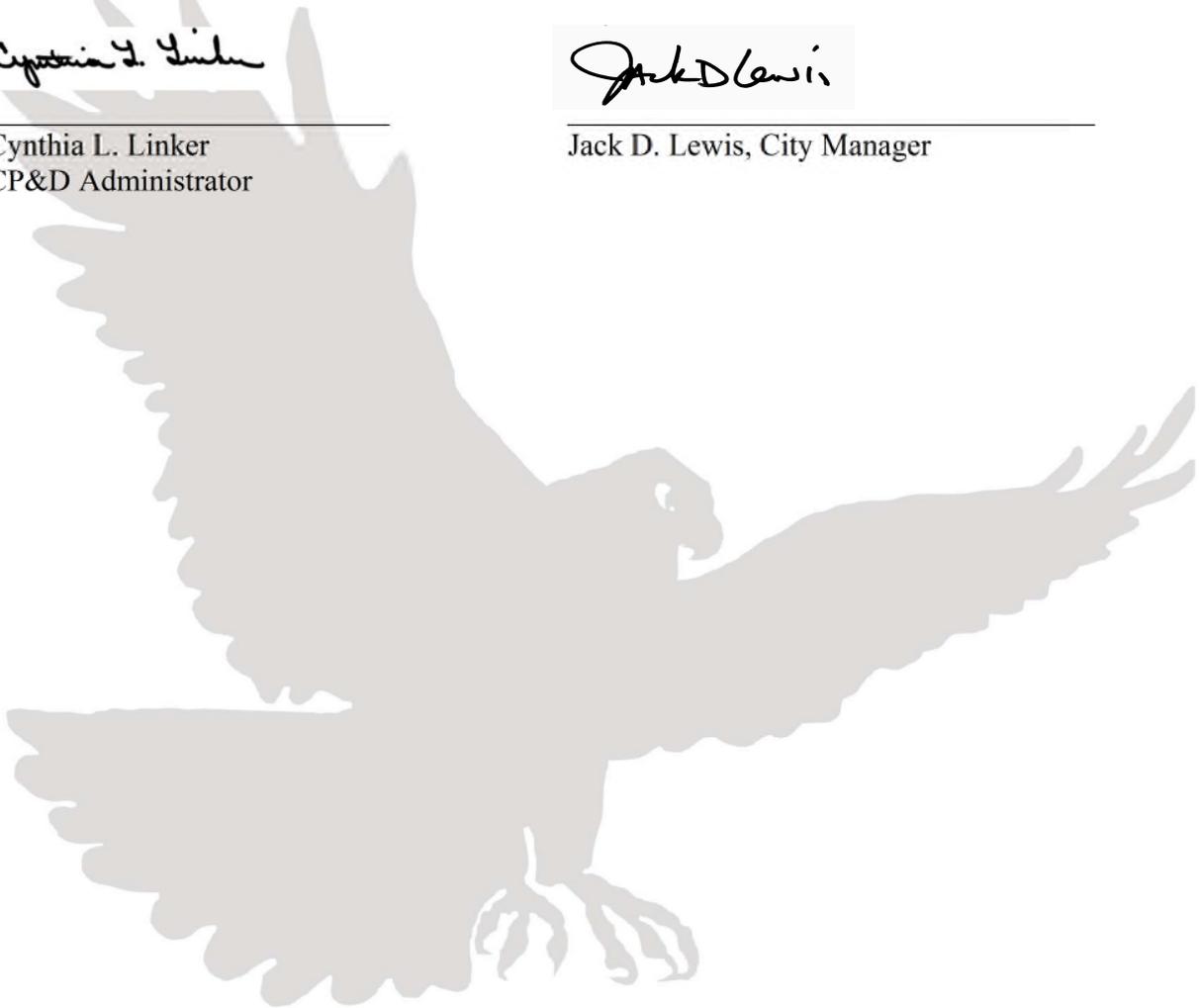
Cynthia L. Linker

Cynthia L. Linker
CP&D Administrator

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis, City Manager



INSERT
RESOLUTION 28-2015

**EXHIBIT A
 BID ANALYSIS SUMMARY**

401 Chase Street Bid Analysis Summary

	Whitestone Construction
Exterior Direct Cost Subtotal (Divisions 2 - 16)	\$281,235
Interior Direct Cost Subtotal (Divisions 2 - 16)	\$111,432
General Conditions Subtotal	\$250,395
Total Base Bid	\$643,062
Alternate #1: Dispose of Approx. 150 cy of Mine Waste in the mine shaft on the hill above the house	\$6,500
Alternate #2: Dispose of Approx. 150 cy of Mine Waste by trucking it off site	\$19,000
Alternate #3: If the results of a TCLP determine that the existing siding is leachable lead, add to demolition costs	\$11,000
Total Accepted Alternate Costs	\$6,500
Total Base Bid + Accepted Alternates	\$649,562
Proposed Start Date	4/6/2015
Proposed Completion Date	12/31/2015
Total Number of Calendar Days	269
Change Order Overhead & Profit	15%

**EXHIBIT B
BID FORMS**

Bidder Name: Whitestone Construction Services, Inc.
 Bidder Address: 1930 Central Avenue, Unit C Boulder, CO 80301
 Bidder Phone: 303-661-0613

401 Chase Street, Black Hawk, CO 80422

In response to your invitation, the undersigned, having inspected the project site and become familiar with all conditions likely to be encountered affecting the cost and scheduling of the work, and having examined all of the bid drawings and specifications, hereby proposes to furnish all labor, material, tools, equipment, and services required to perform the Scope of Work as outlined in the Instruction to Bidders, Exhibits, Construction Drawings, Construction Specifications, and Addenda.

BASE BID SCOPE

For the base sum of: Six hundred forty three thousand, sixty two dollars (\$ 643,062) dollars. Such sum shall be completely consistent with the provisions of the Instructions to Bidders, this Bid Form, and all bidding documents referred to herein.

ALTERNATE SCOPE

Alternate #	Description	ADD OR DEDUCT TO BASE BID	BID AMOUNT
(Indicate with "+" for Add and "-" for Deduct)			
1	Dispose of Approx. 150 cy of Mine Waste in the mine shaft on the hill above the house	+	\$6,500 (Sixty five hundred dollars)
2	Dispose of Approx. 150 cy of Mine Waste by trucking it off site	+	\$19,000 (Nineteen thousand dollars)
3	If the results of a TCLP determine that the existing siding is leachable lead, please add the following to the Demolition scope	+	\$11,000 (Eleven thousand dollars)
4		_____	_____
5		_____	_____

Change Order OH&P: Overhead & Profit to be applied to change orders shall be 15 %

Schedule:
 The undersigned proposes to perform the work in accordance with the CPM schedule provided as part of this Bid. The CPM schedule indicates the following:

Days per work week (Circle which days) **M T W TH F S SU**
 Start Date: 4/6/2015
 End Date: 12/31/15
 Total Number of **Calendar Days**: 269

END OF BID FORM

City of Black Hawk - 401 Chase Street

Addenda:

In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related documentation, and the following addenda, the receipt of which is acknowledged:

Addendum Number	Addendum Date
1	3/3/2015
_____	_____
_____	_____
_____	_____

THE UNDERSIGNED DECLARES, by executing this Bid:

This bid shall remain valid, for acceptance by Owner, for a period of not less than sixty (60) calendar days from the bid due date.

The Contract shall be a Prime Contract directly with the Owner and administered by the Owners Representative.

The undersigned acknowledges that the sequencing and scheduling of the Work may vary from time to time from that anticipated by the Bidder and reflected in the Construction Schedule and shall make no claim nor shall be entitled to additional compensation of any type as a result of the occurrence of any of same.

The undersigned agrees to assume sole liability for all demolition, removal, handling, and dumping of debris associated with its work and shall comply with any and all local, state, federal, or other governmental laws, rules, and regulations with respect thereto. The demolition, removal, handling, and dumping of hazardous materials, such as asbestos, are specifically excluded from this bid unless specifically noted in the Scope of Work.

The undersigned further agrees to indemnify and hold the Owner and Owner's consultants harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this Contract.

A list of any and all exclusions affecting the Bidder's scope of work for this project is required to be attached to this Bid Form. The list is to be submitted on the letterhead of the Bidder, dated, and signed.

No person or persons or company other than the undersigned has any interest whatsoever in this Bid or in the contract that may be entered into as a result thereof. This Bid is submitted in good faith, without collusion or fraud.

The person or persons signing this Bid is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions thereof.

If this Bid is accepted, the Bidder agrees to sign the contract without qualifications and furnish the required Insurance and Bonds within ten (10) calendar days from notice of award.

Company: Whtestone Construction Services, Inc

Address: 1930 Central Ave., Unit C. Boulder, CO 80301

Signature: _____

Printed Name: Justin Blais

Title: Project Mangaer/ Treasurer

Date: 3/9/14

City of Black Hawk - 401 Chase Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 1 - GENERAL CONDITIONS		
Detail Provided in General Conditions Worksheet	by GC	\$179,337
Subtotal Division 1 - General Conditions		\$179,337
DIVISION 2 - SITEWORK		
Site Access (House Moving)	Mammoth Moving & Rigging	\$33,500
Demolition	Risk Removal	\$9,891
Grading & Excavating	Len's Excavating	\$34,030
Unit Cost per Foot of Excavation = \$6,120/VF	Len's Excavating	
Unit Cost per Foot of Bedrock Removal = \$16,000/VF	Len's Excavating	
Drain Pipe	Len's Excavating	\$13,816
Remove Extra Dirt from Site		
Top Soil	Len's Excavating	\$785
Landscaping	Len's Excavating	\$1,180
Tree Removal, Pruning, Protection (Allowance)	Len's Excavating	\$800
Subtotal Division 2 - Sitework		\$94,002
DIVISION 3 - CONCRETE		
Walkways	AJK Construction	\$2,350
Drainage Swale	AJK Construction	\$1,650
Concrete Stairs	AJK Construction	\$2,250
Foundations	AJK Construction	\$23,920
Concrete Retaining Walls	AJK Construction	\$9,000
Subtotal Division 3 - Concrete		\$39,170
DIVISION 4 - MASONRY		
Stone Veneer at Foundation	Lance Retaining Wall Company	\$2,442
Clay Brick Chimney Repair/Restoration	Lance Retaining Wall Company	\$3,776
Stone Retaining Walls (New)	Lance Retaining Wall Company	\$33,072
Stone Retaining Walls (Repair)	Lance Retaining Wall Company	\$1,600
Unit Cost per Foot of Repair = \$50/LF		
Subtotal Division 4 - Masonry		\$40,890
DIVISION 5 - METALS		
Steel Items		\$400
Foundation Bolts		
Post Stirrups		
Beam/Post Straps		
Connectors		
Handrail	Croissant Custom Fabrications	\$1,200
Ornamental Guardrail		
Materials	Croissant Custom Fabrications	\$6,825
Labor	Croissant Custom Fabrications	\$3,675
Site Fencing	Croissant Custom Fabrications	\$0
Subtotal Division 5 - Metals		\$12,100

City of Black Hawk - 401 Chase Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 6 - WOOD		
Framing Lumber (Studs, Beams, etc)	by GC	\$9,002
Wall and Roof Sheathing	by GC	\$3,840
Soffit & Fascia	by GC	\$3,480
Exterior Lap Siding & Trim	by GC	\$10,600
Existing Exterior Wood Restoration		
Subtotal Division 6 - Wood		\$26,922
DIVISION 7 - THERMAL & MOISTURE PROTECTION		
Roofing & Roof Accessories	MB Roofing	\$6,896
Gutters & Downspouts	MB Roofing	\$2,225
Drainage Plane	by GC	\$1,750
Insulation	United Insulators	\$10,483
Vapor Barrier	United Insulators	\$1,007
Building Paper (Tyvek)	by GC	\$810
Asphaltic Waterproofing	by GC	\$1,800
Subtotal Division 7 - Thermal & Moisture Protection		\$24,971
DIVISION 8 - DOORS & WINDOWS		
New Windows	by GC	\$7,011
Exterior Doors & Hardware		
Materials	by GC	\$4,324
Labor	by GC	\$1,650
Weather Seals @ Exterior Doors		
Thresholds		
Subtotal Division 8 - Doors & Windows		\$12,985
DIVISION 9 - FINISHES		
Exterior Painting & Staining	Magic Painting Pros	\$5,000
Subtotal Division 9 - Finishes		\$5,000
DIVISION 10 - SPECIALTIES		
House Numbers	by GC	\$30
Subtotal Division 10 - Specialties		\$30
DIVISION 15 - MECHANICAL		
Site Utilities	Len's Excavating	\$22,700
Miscellaneous Exterior Mechanical Scope		
Subtotal Division 15 - Mechanical		\$22,700
DIVISION 16 - ELECTRICAL		
Site Electrical & Lighting	Postive Energy	\$2,465
Subtotal Division 16 - Electrical		\$2,465

City of Black Hawk - 401 Chase Street

All Exterior Work (Funded By Preservation Easement)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
Exterior Direct Cost Total (Divisions 2 - 16)		\$281,235
Exterior Total Cost (Including GCs & OH&P)		\$460,572

City of Black Hawk - 401 Chase Street

All Interior Work (Funded By Rehabilitation Grant)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
DIVISION 1 - GENERAL CONDITIONS		
Detail Provided in General Conditions Worksheet	by GC	\$71,058
Subtotal Division 1 - General Conditions		\$71,058
DIVISION 2 - SITEWORK		
Demolition	by GC	\$1,320
Subtotal Division 2 - Sitework		\$1,320
DIVISION 6 - WOOD		
Framing Lumber (Studs, Beams, etc)	by GC	\$4,976
Backing for Accessories	by GC	\$480
Subfloor	by GC	\$2,160
Interior Trim		
Materials	by GC	\$1,496
Labor	by GC	\$1,360
Interior Railing		
Closet Shelves & Clothing Rod	by GC	\$200
Subtotal Division 6 - Wood		\$10,672
DIVISION 8 - DOORS & WINDOWS		
Mirrors	by GC	\$114
Interior Doors & Hardware		
Materials	by GC	\$2,651
Labor	by GC	\$2,125
Door Stops		
Subtotal Division 8 - Doors & Windows		\$4,890
DIVISION 9 - FINISHES		
Drywall	K&C Drywall	\$7,220
Flooring	Lissome Interiors	\$11,065
Wall Tile		\$1,935
Countertops/Backsplash		
Materials	Classic Cabnets & Design	\$4,403
Labor	Classic Cabnets & Design	\$1,468
Interior Painting & Staining	Magic Painting Pros	\$4,500
Subtotal Division 9 - Finishes		\$30,591
DIVISION 10 - SPECIALTIES		
Bathroom Accessories		
Materials	by GC	674
Labor	by GC	210
Subtotal Division 10 - Specialties		\$884
DIVISION 11 - EQUIPMENT		
Equipment Installation	by GC	\$1,680

City of Black Hawk - 401 Chase Street

All Interior Work (Funded By Rehabilitation Grant)		
<i>Item</i>	<i>Subcontractor Name or by GC</i>	<i>Total Item Value</i>
Subtotal Division 11 - Equipment		\$1,680
DIVISION 12 - FURNISHINGS		
Manufactured Cabinetry		
Materials	by GC	\$9,709
Labor	by GC	\$1,500
Subtotal Division 12 - Furnishings		\$11,209
DIVISION 15 - MECHANICAL		
Interior Mechanical Scope (Rough M/P)	Adam's	\$22,827
Interior Mechanical Scope (Trim M/P)		
Materials	Adam's	\$14,000
Labor	Adam's	\$3,500
Subtotal Division 15 - Mechanical		\$40,327
DIVISION 16 - ELECTRICAL		
Interior Electrical Scope (Rough)	Postive Energy	\$5,860
Interior Electrical Scope (Trim)	Postive Energy	
Materials	Postive Energy	\$1,000
Labor	Postive Energy	\$3,000
Subtotal Division 16 - Electrical		\$9,860
Interior Direct Cost Total (Divisions 2 - 16)		\$111,432
Interior Total Cost (Including GCs & OH&P)		\$182,490

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
012010	Project Manager	38.97	wks	660	25720.2
012020	General Superintendent				0
012030	Project Superintendent	34.64	wks	1200	41568
012040	Assistant Superintendent				0
012050	Project Engineer	34.64	wks	280	9699.2
012060	M/E Coordinator				0
012070	Project Administrator				0
012080	Field Engineer/Quality Control Engineer				0
012090	Field Estimator				0
012100	General Laborer	560	hrs	35	19600
012110	Safety Director				0
013010	Plans & Specifications	1	ls	600	600
013020	Photographs				0
013030	Submittals	1	ls	300	300
013040	As-built Drawings	1	ls	200	200
013050	Closeout Documents				0
013060	Project Signage	1	ea	200	200
013070	Video Documentation				0
014010	Safety Equipment				0
014020	First Aid Supplies	1	ls	200	200
014030	Fire Extinguishers	1	ls	200	200
015010	Field Offices	7	mos	225	1575
015020	On-site Storage	8	mos	200	1600
015030	Off-site Storage				0
015040	Portable Toilets	8	mos	157.5	1260
015050	Temporary Water Service	1	ls	1000	1000
015060	Temporary Power	8	mos	150	1200
015070	Temporary Generators				0
015080	Temporary Heat				0
015090	Temporary Lighting				0
015100	Site Camera/Live Video Feed				0
015110	Security Guard				0
015120	Telephone Set Up				0
015130	Telephone, Monthly Fees				0
015140	Cell Phones	8	mos	100	800
015150	Radios				0
015160	Jobsite Drinking Water				0
015170	Temporary Fencing	1	ls	1500	1500
015180	Ladders & Stairs				0
015190	Employee Parking				0
015200	Moving & Subsistence				0
015210	Travel from Home Office				0

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
015220	Office Supplies & Equipment				0
015230	Postage & Shipping				0
017010	Access Roads				0
017020	Barricades		ls		0
017030	Covered Walkways				0
017040	Storm Water Management				0
017050	Erosion Control	8	mos	100	800
017060	Shoring	0	ls	8000	0
017070	Traffic Control	1	ls	500	500
017080	Protection of Adjacent Construction				0
017090	Protection of Installed Construction				0
017100	Surveying				0
017110	Construction Layout				0
017120	Field Engineering Equipment				0
017130	Pick Up Rental & Expense	41	wks	200	8200
017140	Fork Lift				0
017150	Crane Costs				0
017160	Material Hoisting				0
017170	Personnel Hoisting				0
017180	Scaffolding				0
017190	Water Truck				0
017200	Weather Protection				0
017210	Snow & Ice Removal				0
017220	Dumpster Fees	8	mos	450	3600
017230	Progress Cleaning	490	hrs	35	17150
017240	Final Clean Up	1	ls	1000	1000
017250	Soils Testing				0
017260	Concrete Testing				0
017270	Weld Inspections				0
011010	Building Permit				0
011020	Plan Check Fee				0
011030	Water Tap Fees				0
011040	Sewer Tap Fees				0
011050	Sanitary Tap Fees				0
011060	Other Government Fees & Permits	1	ls	2969.0078	2969.0078
011070	Performance & Payment Bonds	1	ls	9503.37273	9503.37273
011080	Builder's Risk Insurance	1	ls	2250	2250
011090	General Liability Insurance				0
011100	Other Insurance				0
011110	Preconstruction Services				0
011120	Overhead	1	ls	74233.1485	74233.1485
011130	Profit	1	ls	22966.4175	22966.4175
011140	Additional Soft Costs				0

Item #	Description	Quantity	Unit	Unit Cost	Total Cost
Total General Conditions & Fees					250,394

**EXHIBIT C
PROPOSAL
CLARIFICATIONS**



Proposal Clarifications

3/17/15

NV5

Attn: Jessica Killian
2650 18th St. Denver

Project: 401 Chase St Restoration – Proposal Clarifications

401Chase St. Restoration - Clarifications

- We plan on mobilizing on site for this project starting approximately mid-April 2015;
- We anticipate finishing in late December
- All work has been proposed on as regular time during the normal work week;
- As per Weecycle, the existing siding should be tested for leachable lead via a TCLP test. We recommend performing the test prior to the work. If the results yield that the lead is leachable, please add \$11,000 for the additional cost of treating the material as hazardous waste. We have excluded costs for the TCLP test and/or any clearance reports that would be produced by a monitoring company.
- We have excluded any asbestos abatement work and/or testing for ACM;
- Whitestone construction has included an Allowance of \$4,000 for a grade beam under retaining wall as it passes in front of the existing power pole. A grade beam is anticipated to negate any need for shoring or stabilizing the power pole.
- In order to save on costs, Whitestone Construction proposes to stabilize and move the existing house to the west parking lot in order to perform a more efficient excavation & foundation construction. This will force the removal of the tree in note 13 on A000, and facilitate some earthwork in the lot in order create a smooth pad for the house to sit on. Additionally the tolerance for the house is now clarified to be: "The historic structure will be racked as necessary to plumb walls within a target tolerance of 1/4" in 8'-0". New floors and walls will be installed within a target tolerance of 1/4" in 8'-0". Should it be discovered that the historic frame walls cannot meet target tolerances of plumb, the GC will not be required to unhinge historic framing to meet the tolerances. However, the GC will ensure that all new doors installed within historic walls will be true and plumb without request for additional services. Challenges of out of plumb conditions will not be cause for change order. Tolerances of the drywall per specifications will remain as specified."
- A laydown area in the driveway of the owner's adjacent property will be utilized until the house is returned to the new foundation. The area to the west of 401 Chase St. will be utilized thereafter.
- The area utilized for the temporary house storage and laydown area will be returned to the condition it was found unless rock removal was required to stage the house. In this case, fill dirt will be used to return to the grade originally found.
- The traffic control will be limited to signage and cones with an allowance of \$500 for labor and materials.
- The wire fencing on the eastern edge of the property (note 4 on A000), has been deleted.

- Approximately 300 sf of concrete walkway and 36 lf of corresponding drainage have been deleted from the project.
- We have assumed that a dumpster may be placed within 50 feet of the door to the building;
- The heavy trowel drywall texture has been changed to a light orange peel finish.
- The repair budget for the east wall has been established to be \$1,600.
- The eastern 15' – 20' portion of the retaining wall on Chase Street has been value engineered to remain in place with repairs to the lower portion of the wall and removal & reinstallation of the top 2.5'.
- We have not included costs for 3rd party testing (i.e. concrete break testing, compaction, etc). If those costs are required, please add \$3,000 to this proposal.
- We have not included costs for temporary heating as it is not anticipated to be required.
- Due to low subcontractor turnout, we have included small contingencies on the concrete, mason, and sitework subcontractors.
- The alternates for mine waste disposal do not take into account any hazardous waste classifications that may exist. If the material needs to be treated in a manner similar to Asbestos or leachable lead, we reserve the right to ask for additional compensation.
- The requirement for the certified boiler installer has been deleted from addendum #1 and Whitestone has the option to contract with outside subcontractors experienced in the installation of this system.
- The crawl space will be excavated to a depth between 18" - 48" assuming soil excavation only. The additional spoils will be disposed of in the mine up the hill. The 18" minimum crawl space depth per the contract documents will be maintained.

**EXHIBIT D
BID COST COMPARISON**

**City of Black Hawk
401 Chase Bid Comparison**

Project Square Footage	401 Chase (03/09/15)		401 Chase (03/18/15)		231 Horn			301 Chase			311 Chase		
	757	sqft	757	sqft	707	sqft		586	sqft		1,461	sqft	
Exterior Divisions	Bid Value (2015)	\$/S.F.	Bid Value (2015)	\$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.	Bid Value (2013)	2 Year Escalation	Escalated \$/S.F.
Division 1 - General Conditions	\$209,529.00	\$276.79	\$179,337.00	\$236.90	\$84,214.00	\$95,498.68	\$135.08	\$90,844.00	\$103,017.10	\$175.80	\$83,599.00	\$94,801.27	\$64.89
Division 2 - Sitework	\$98,264.00	\$129.81	\$94,002.00	\$124.18	\$80,236.00	\$90,987.62	\$128.70	\$82,955.00	\$94,070.97	\$160.53	\$220,900.00	\$250,500.60	\$171.46
Division 3 - Concrete	\$50,170.00	\$66.27	\$39,170.00	\$51.74	\$25,131.00	\$28,498.55	\$40.31	\$32,041.00	\$36,334.49	\$62.00	\$21,500.00	\$24,381.00	\$16.69
Division 4 - Masonry	\$42,733.00	\$56.45	\$40,890.00	\$54.02	\$40,095.00	\$45,467.73	\$64.31	\$46,576.00	\$52,817.18	\$90.13	-	-	N/A
Division 5 - Metals	\$15,635.00	\$20.65	\$12,100.00	\$15.98	\$18,282.00	\$20,731.79	\$29.32	\$27,409.00	\$31,081.81	\$53.04	\$12,000.00	\$13,608.00	\$9.31
Division 6 - Wood	\$26,922.00	\$35.56	\$26,922.00	\$35.56	\$35,631.00	\$40,405.55	\$57.15	\$36,737.00	\$41,659.76	\$71.09	\$56,000.00	\$63,504.00	\$43.47
Division 7 - Thermal & Moisture Protection	\$24,971.00	\$32.99	\$24,971.00	\$32.99	\$15,501.00	\$17,578.13	\$24.86	\$19,337.00	\$21,928.16	\$37.42	\$16,200.00	\$18,370.80	\$12.57
Division 8 - Doors & Windows	\$9,336.00	\$12.33	\$12,985.00	\$17.15	\$11,644.00	\$13,204.30	\$18.68	\$12,613.00	\$14,303.14	\$24.41	\$10,600.00	\$12,020.40	\$8.23
Division 9 - Finishes	\$5,000.00	\$6.61	\$5,000.00	\$6.61	\$3,756.00	\$4,259.30	\$6.02	\$6,052.00	\$6,862.97	\$11.71	\$6,500.00	\$7,371.00	\$5.05
Division 10 - Specialties	\$30.00	\$0.04	\$30.00	\$0.04	\$69.00	\$78.25	\$0.11	\$75.00	\$85.05	\$0.15	\$150.00	\$170.10	\$0.12
Division 15 - Mechanical	\$32,635.00	\$43.11	\$22,700.00	\$29.99	\$16,940.00	\$19,209.96	\$27.17	\$28,488.00	\$32,305.39	\$55.13	\$500.00	\$567.00	\$0.39
Division 16 - Electrical	\$2,465.00	\$3.26	\$2,465.00	\$3.26	\$4,535.00	\$5,142.69	\$7.27	\$3,386.00	\$3,839.72	\$6.55	\$2,500.00	\$2,835.00	\$1.94
Change Order Total/Alternates	N/A	N/A	\$6,500.00	\$8.59	\$45,388.00	\$51,469.99	\$72.80	\$45,909.00	\$52,060.81	\$88.84	\$17,643.30	\$20,007.50	\$13.69
Total Cost	\$517,690.00	\$683.87	\$467,072.00	\$617.00	\$381,422.00	\$432,532.55	\$611.79	\$432,422.00	\$490,366.55	\$836.80	\$448,092.30	\$508,136.67	\$347.80
Interior Divisions	Bid Value	\$/S.F.	Bid Value	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.	Bid Value	2 Year Escalation	\$/S.F.
Division 1 - General Conditions	\$81,530.00	\$107.70	\$71,058.00	\$93.87	\$40,996.00	\$46,489.46	\$65.76	\$36,404.00	\$41,282.14	\$70.45	\$76,654.00	\$86,925.64	\$59.50
Division 2 - Sitework	\$1,320.00	\$1.74	\$1,320.00	\$1.74	\$5,796.00	\$6,572.66	\$9.30	\$2,080.00	\$2,358.72	\$4.03	\$23,813.00	\$27,003.94	\$18.48
Division 6 - Wood	\$10,672.00	\$14.10	\$10,672.00	\$14.10	\$24,859.00	\$28,190.11	\$39.87	\$16,669.00	\$18,902.65	\$32.26	\$41,150.00	\$46,664.10	\$31.94
Division 8 - Doors & Windows	\$9,264.00	\$12.24	\$4,890.00	\$6.46	\$3,287.00	\$3,727.46	\$5.27	\$2,082.00	\$2,360.99	\$4.03	\$5,200.00	\$5,896.80	\$4.04
Division 9 - Finishes	\$32,594.00	\$43.06	\$30,591.00	\$40.41	\$37,253.00	\$42,244.90	\$59.75	\$31,426.00	\$35,637.08	\$60.81	\$50,500.00	\$57,267.00	\$39.20
Division 10 - Specialties	\$884.00	\$1.17	\$884.00	\$1.17	\$275.00	\$311.85	\$0.44	\$254.00	\$288.04	\$0.49	\$250.00	\$283.50	\$0.19
Division 11 - Equipment	\$1,680.00	\$2.22	\$1,680.00	\$2.22	\$680.00	\$771.12	\$1.09	\$580.00	\$657.72	\$1.12	\$400.00	\$453.60	\$0.31
Division 12 - Furnishings	\$11,708.00	\$15.47	\$11,209.00	\$14.81	\$13,391.00	\$15,185.39	\$21.48	\$17,418.00	\$19,752.01	\$33.71	\$28,900.00	\$32,772.60	\$22.43
Division 15 - Mechanical	\$41,927.00	\$55.39	\$40,327.00	\$53.27	\$33,244.00	\$37,698.70	\$53.32	\$36,400.00	\$41,277.60	\$70.44	\$65,000.00	\$73,710.00	\$50.45
Division 16 - Electrical	\$9,860.00	\$13.03	\$9,860.00	\$13.03	\$10,990.00	\$12,462.66	\$17.63	\$8,994.00	\$10,199.20	\$17.40	\$31,937.00	\$36,216.56	\$24.79
Change Order Total	N/A	N/A	N/A	N/A	-\$6,668.00	-\$7,561.51	-\$10.70	-\$9,345.00	-\$10,597.23	-\$18.08	-\$6,853.40	-\$7,771.76	-\$5.32
Total Cost	\$201,439.00	\$266.10	\$182,491.00	\$241.07	\$164,103.00	\$186,092.80	\$263.21	\$142,962.00	\$162,118.91	\$276.65	\$316,950.60	\$359,421.98	\$246.01

	2013	2014
Assumed Annual Escalation	8.00%	5.00%