Ringing of the Bell:

1. Call to order:

2. Roll call & Pledge of allegiance:

3. Agenda changes:

4. Conflicts of interest: (Council disclosures are on file w/City Clerk & Sec. of State)

5. Public comment: Please limit comments to 5 minutes

6. Executive session:

7. Approval of minutes: April 11, 2018

8. Public hearings:

   A. CB5, An Ordinance Adopting a New Article XV of Chapter 4 of the Black Hawk Municipal Code Regarding the Implementation of the City’s Five Percent (5%) Marijuana Sales Tax for the Purpose of Promoting the General Purposes of the City of Black Hawk

   B. CB6, An Ordinance Repealing and Reenacting Sections 1-191, Subsection (b) of the Black Hawk Municipal Code

   C. CB7, An Ordinance Approving an Agreement Between the City of Black Hawk and the Colorado Historical Society, Department of Higher Education, State of Colorado

   D. Resolution 28-2018, A Resolution Conditionally Approving a Certificate of Appropriateness for the Rehabilitation of the Exterior Façade of the Black Hawk City Hall at 201 Selak Street

9. Action items:

   A. Resolution 29-2018, A Resolution Awarding the Bid and Authorizing the Execution of the Contract with Hydro-Tech, Inc. for the Black Hawk City Hall Façade Restoration in the amount of $195,725

   B. Resolution 30-2018, A Resolution Approving the Revised Title VI Plan for the Black Hawk Central City Tramway Operations

   C. Resolution 31-2018, A Resolution Approving Change Order #25 for the Gregory Street Relocation Project, in the Amount of $300,285.22

   D. Resolution 32-2018, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of $1,019,682 for Group Health Insurance

   E. Resolution 33-2018, A Resolution Approving the Contract with Delta Dental in the Estimated Amount of $120,845 for Group Dental Insurance

10. City manager reports:

11. City attorney:

12. Adjournment:
1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, April 11, 2018, at 2:30 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Municipal Court Judge Carlson, Police Chief Cole, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Ford, and Community Planning and Development Administrator Linker.

3. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 only for Executive Session for specific legal questions related to potential legislation and benefits.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:15 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).

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

The open, regular session of the meeting reconvened at 3:00 p.m.

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

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

City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.

7. INTRODUCTION OF NEW EMPLOYEES: Fleet Custodian, Joseph Lopez

Fleet Superintendent Steve Jackson introduced the City newest employee and gave brief background on Mr. Lopez. Mr. Lopez was given a hearty welcome by all.

8. PRESENTATION: Gilpin County Sheriff Bruce Hartman presented the City with a framed map of the Progression of Colorado Counties. Former resident, Roy Blake, made the wooden frame prior to his death.

9. PUBLIC COMMENT: City Clerk Greiner confirmed that no one had signed up to speak.

10. APPROVAL OF MINUTES: March 14, 2018

**MOTION TO APPROVE**

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

**MOTION PASSED**

There was no discussion and the motion passed with one abstention.

11. SWEARING IN OF THE INCUMBENTS: Honorable Judge Carlson swore in Alderman Armbright, Alderman Johnson, and Alderman Midcap. All signed Oath of Office Certificates and posed for photos.

12. PUBLIC HEARINGS:

**A. Resolution 22-2018, A Resolution Amending the City of Black Hawk 2017 Budget**

Mayor Spellman read the title and opened the public hearing.
Finance Director, Hillis introduced this item and explained the amendment covered adjustment to Capital Projects originally budgeted for 2016 and completed in 2017.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on Resolution 22-2018, a Resolution Amending the City of Black Hawk 2017 Budget open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 22-2018, a Resolution Amending the City of Black Hawk 2017 Budget, as adopted by the City of Black Hawk.

MOTION PASSED

There was no discussion and the motion PASSED unanimously.

B. Local Liquor Licensing Authority Consideration of a Special Event Liquor Permit for ACF Colorado Chefs Association

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained that public hearings for Special Events Permits are scheduled in the event the Local Liquor Licensing Authority receives any objections to the Special Events Permit application. The City has received no objections, so there is no basis to deny, and therefore without any public comment, approval is recommended because there were no comments received prior to the date of the public hearing.

MOTION TO APPROVE

Alderman Bennett MOVED and was SECONDED by Alderman Torres to approve the Special Event Permit for ACF Colorado Chef’s Association.

MOTION PASSED

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

A. Resolution 23-2018, A Resolution Approving the License Agreement Between the City of Black Hawk and ACF Colorado Chefs Association

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced the License Agreement with Colorado Chefs Association for the use of Crooks Palace for a fundraising event on May 3, 2018.

MOTION TO APPROVE
Alderman Bennett MOVED and was SECONDED by Alderman Johnson to approve Resolution 23-2018, a Resolution Approving the License Agreement Between the City of Black Hawk and ACF Colorado Chefs Association.

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

B. Resolution 24-2018, A Resolution Authorizing the Disposal of Surplus City Property

Mayor Spellman read the title.

Police Chief Cole introduced the item. Cole explained that after moving into the EOC building that the Police Department determined there are a number of items in need of disposal. Other departments in the City have many items for disposal as well. The request is to allow the City Manager authority to approve disposal of surplus items either through auction or donation.

MOTION TO APPROVE
Alderman Johnson MOVED and was SECONDED by Alderman Torres to approve Resolution 24-2018, a Resolution Authorizing the Disposal of Surplus City Property.

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

Mayor Spellman noted the mural of Marshal Robert A. Clark is now in place in the EOC building and that it looked very good. Alderman Moates comments on how well the mural looks.

C. Resolution 25-2018, A Resolution Temporarily Rebating City Use Tax on Construction and Building Materials for Residential Projects within the City’s Historic Residential Zoning Districts
Mayor Spellman read the title and explained the National Historic Landmark District had been taken out of the title and Historic Residential Zoning Districts was inserted in order to be consistent on how the City defines the residential areas in the Municipal Code and Charter.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 25-2018, a Resolution Temporarily Rebating City Use Tax on Construction and Building Materials for Residential Projects within the City’s National Historic Landmark District.

**MOTION PASSED**

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

**D. Resolution 26-2018, A Resolution Temporarily Rebating City Sales Tax on Retail Items Delivered to City Residential Properties for Personal Consumption and Use**

Mayor Spellman read the title.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 26-2018, a Resolution Temporarily Rebating City Sales Tax on Retail Items Delivered to City Residential Properties for Personal Consumption and Use.

**MOTION PASSED**

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

**E. Resolution 27-2018, A Resolution to Encourage Diversification of the City’s Local Economy by Extending the Waiver of Use Tax on Renovation Projects**

Mayor Spellman read the title.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 27-2018, a Resolution to Encourage Diversification of the City’s Local Economy by Extending the Waiver of Use Tax on Renovation Projects.

**MOTION PASSED**

City Attorney Hoffman explained Resolution 27-2018 is slightly different than in previous year’s resolution as it is only incenting renovation of existing space and not maintenance projects. New construction will be considered on a case-by-case basis. There was no further discussion and the motion **PASSED** unanimously.
14. CITY MANAGER REPORTS: City Manager Lewis had nothing to report.

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

16. ADJOURNMENT: Mayor Spellman adjourned the Regular Meeting of the City Council at 3:15 p.m.

MOTION TO ADJOURN

Alderman Bennett SECONDED the motion to adjourn the regular meeting at 3:15 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 5
ORDINANCE 2018-5
AN ORDINANCE ADOPTING
A NEW ARTICLE XV OF
CHAPTER 4 OF THE BLACK
HAWK MUNICIPAL CODE
REGARDING
IMPLEMENTATION OF THE
CITY'S FIVE PERCENT (5%)
MARIJUANA SALES TAX FOR
THE PURPOSE OF
PROMOTING THE GENERAL
PURPOSES OF THE CITY OF
BLACK HAWK
TITLE: AN ORDINANCE ADOPTING A NEW ARTICLE XV OF CHAPTER 4 OF THE BLACK HAWK MUNICIPAL CODE REGARDING IMPLEMENTATION OF THE CITY'S FIVE PERCENT (5%) MARIJUANA SALES TAX FOR THE PURPOSE OF PROMOTING THE GENERAL PURPOSES OF THE CITY OF BLACK HAWK

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

Section 1. The City of Black Hawk Municipal Code is amended by the addition thereto of a new Article XV of Chapter 4 to read as follows:

ARTICLE XV

Five Percent (5%) Special Marijuana Sales Tax

Sec. 4-331. Purpose.

It is the purpose of this Article to implement the five percent (5%) special marijuana sales tax previously approved by the registered electors of the City.

Sec. 4-332. Definitions.

The following terms used in this Article shall have the meanings set forth below:

(a) City Manager means and includes the City Manager of the City of Black Hawk, and any of the City Manager's designee.

(b) Director means the Director of Finance of the City of Black Hawk or such other person designated by the City in the enacting ordinance. Director shall also include such person's designee.

(c) Marijuana sales tax means and includes the revenues received from the five percent (5%) marijuana sales tax as set forth in this Article XV of Chapter 4.

(d) Retail Marijuana means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation
of the plant, its seeds, or its resin, including marijuana concentrate. *Retail marijuana* does not include industrial hemp, nor does it include fiber produced from the stalks, oil, cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

(e) *Retail Marijuana Products* means concentrated retail marijuana products and retail marijuana products that are comprised of retail marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

(f) *Retail Marijuana Store* means an entity licensed to purchase Retail Marijuana from a Retail Marijuana Cultivation Facility and to purchase Retail Marijuana Products from a Retail Marijuana Products Manufacturing Facility and to sell Retail Marijuana and Retail Marijuana Products to consumers pursuant to section 16 of article XVIII of the Colorado Constitution and Article 43.4 of Title 12 of the Colorado Revised Statutes, and licensed by the City of Black Hawk to sell such products pursuant to Article XVIII of Chapter 6 of the Black Hawk Municipal Code.

Sec. 4-333. Five Percent (5%) Marijuana Sales Tax Imposed.

There shall be a five percent (5%) marijuana sales tax imposed as more particularly described in this Article. Such marijuana sales tax shall be imposed in addition to the municipal sales tax on such sales, and shall be imposed on the following transactions:

(a) The sale of Medical Marijuana, Medical Marijuana Products, and Medical Marijuana Infused Products by any Medical Marijuana Center if ever licensed by the City; and

(b) The sale of Retail Marijuana, and Retail Marijuana Products by any Retail Marijuana Store licensed by the City.

Sec. 4-334. Use of Marijuana Sales Tax.

The revenue received from the five percent (5%) marijuana sales tax shall be separately accounted for in a manner determined necessary by the City Manager in order to implement and administer the provisions of this Article.

Sec. 4-335. Use of Revenues from the Five Percent (5%) Marijuana Sales Tax.

(a) Expenditures of the revenues received from the marijuana sales tax shall be used for the purpose of promoting the general purposes of the City of Black Hawk.
(b) The City may pledge revenues received from the marijuana sales tax and those anticipated to be collected to the retirement of the principal and interest of bonds issued by the City as the City Council determines appropriate.


To the extent required to implement and enforce the provisions of this Article XV of Chapter 4, the provisions of Article XVIII of Chapter 6 of the Black Hawk Municipal Code and the applicable provisions of this Chapter 4 are hereby incorporated herein. The powers and duties of the Director in implementing and enforcing the provisions of this Article XV of Chapter 4 shall specifically be those set forth in Article IV of this Chapter 4 of the Black Hawk Municipal Code.

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 April, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

________________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT:  Amending the Black Hawk Municipal Code to implement the City’s Five Percent (5%) Marijuana Sales Tax previously approved by the registered electors of the City.

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

MOTION TO APPROVE:  Ordinance 2018-5, An Ordinance Adopting a New Article XV of Chapter 4 of the Black Hawk Municipal Code Regarding Implementation of the City’s Five Percent (5%) Marijuana Sales Tax for the Purpose of Promoting the General Purposes of the City of Black Hawk.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:  In the spring of 2014, the registered electors of the City of Black Hawk overwhelmingly approved a ballot question authorizing the City to impose a sales tax of 5% on the sale of retail marijuana, medical marijuana and products for both. Ordinance 2018-5 will amend the Black Municipal Code to include the voter approved tax.

AGENDA DATE:  April 25, 2018

WORKSHOP DATE:  N/A

FUNDING SOURCE:  N/A

DEPARTMENT DIRECTOR APPROVAL:  [X] Yes [ ] No

STAFF PERSON RESPONSIBLE:  Lance Hillis, Finance Director

DOCUMENTS ATTACHED:  2018 Council Bill CB5

RECORD:  [ ] Yes  [X] No

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

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

REVIEWED BY:

Lance Hillis, Finance Director  Jack D. Lewis, City Manager
COUNCIL BILL 6
ORDINANCE 2018-6
AN ORDINANCE REPEALING
AND REENACTING SECTION
1-191, SUBSECTION (b) OF
THE BLACK HAWK
MUNICIPAL CODE
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK, GILPIN COUNTY:

Section 1. Section 1-191, subsection (b) of the Black Hawk Municipal Code is repealed and reenacted to read as follows:

Sec. 1-191. Public improvements by contract; requirement of public bids for public improvement projects in excess of $50,000.

* * *

(b) Pursuant to Article VIII, Section 7 of the Home Rule Charter of the City of Black Hawk, the City is further authorized, if determined necessary based on the complexity or specialized nature of a particular project, to utilize a design-build or guaranteed maximum price (also known as a “GMP” or design-assist) process based on criteria developed by the City to assure that bidding contractors possess the unique qualifications necessary for such a project based on project specific criteria developed by the City. Such a competitive selection process shall include the following process:

(1) General. Contracts for the construction, reconstruction or remodeling of general public improvements may be let through a "Design-Build" or “GMP” process as an alternative to those processes set forth in subsection (a) of this Section 1-191 if the City determines its best interests are served by the use of such an alternative competitive selection process. Subject to any requirements and limitations provided for in this section, the City Manager or the City Manager’s designee shall be responsible for determining and administering the competitive "Design-Build" or “GMP” selection process and project delivery method appropriate for construction of each such improvement. For purposes of this Section 1-191(b), a "Design-Build" contractor shall be responsible for the design and construction of the general public improvement for which the process is utilized.

(2) Contractor Selection/Design Build or GMP. The City may utilize a competitive selection process by means of a fair, open and free competition using
a Design-Build or GMP process. At a minimum, any competitive Design-Build
or GMP selection process shall include the following:

A. A written solicitation adequate to notify potential qualified contractors,
subcontractors and suppliers of the nature of the work opportunity, including a
general description of the contemplated scope of the project work, the anticipated
method of project delivery, and a recitation of the significant standards and legal
and technical requirements applicable to the project work. Said solicitation shall
be published at least once in a manner calculated to obtain the best representation
of qualified bidders in the Denver metropolitan area, and in addition, the City
Manager, or his designated representative, may solicit bids from responsible
prospective contractors;

B. A written description of the competitive "Design-Build" or “GMP”
selection procedure the City will utilize to award a contract for the project work;
such description to include: a recitation of any responsiveness requirements
applicable to each submission, a listing of the significant selection procedure
milestones and deadlines impacting submissions, a description of the minimum
qualifications required, including all applicable prequalification rules and
regulations, and a discussion of any other requirements necessary to deliver a
complete and responsive submission to the department’s solicitation;

C. A written statement of the criteria and other factors to be used by the City
in evaluating each responsive submission; such evaluation factors shall include,
but shall not be limited to: proposed fees (including general conditions and
markup), expenses or cost saving considerations, as appropriate to each project;
ability of professional personnel; past performance on similar projects; ability to
meet time and budget requirements; recent, current, and projected workloads of
the firm; and as applicable, the safety record, bonding capacity, and financial
stability of each candidate; and concept of the project. The statement will also
include a brief narrative describing the review, evaluation, selection and, as
applicable, the contract negotiation process; and

D. A written notification of selection, ranking for negotiation or rejection
issued to each entity making a submission in response to the City’s solicitation.

E. The City of Black Hawk reserves the right to enter into negotiations with a
contractor pursuant to the prequalification process, or to reject all proposals, and
to waive any irregularities or informalities. Nothing in the provisions of this
subsection (b) of Section 1-191 shall be deemed to commit the City of Black
Hawk to award a contract.

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

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

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

READ, PASSED AND ORDERED POSTED this 25th day of April, 2018.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: Contracts for Construction, Design-Build or Guaranteed Maximum Price Process

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

MOTION TO APPROVE Council Bill 6, An Ordinance Repealing and Reenacting Section 1-191, Subsection (b) of the Black Hawk Municipal Code

AGENDA DATE: April 25, 2018

WORKSHOP DATE: N/A

FUNDING SOURCE: varies

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

DOCUMENTS ATTACHED: 2018 Council Bill CB6

RECORD: [ ]Yes [ X ]No

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

SUBMITTED & REVIEWED BY:

Jack D. Lewis, City Manager
COUNCIL BILL 7
ORDINANCE 2018-7
AN ORDINANCE
APPROVING AN
AGREEMENT BETWEEN THE
CITY OF BLACK HAWK AND
THE COLORADO
HISTORICAL SOCIETY,
DEPARTMENT OF HIGHER
EDUCATION,
STATE OF COLORADO
TITLE:  AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND THE COLORADO HISTORICAL SOCIETY, DEPARTMENT OF HIGHER EDUCATION, STATE OF COLORADO

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

Section 1. The City of Black Hawk hereby approves the Agreement between the City of Black Hawk and the Colorado Historical Society, Department of Higher Education, State of Colorado regarding the use of the City’s Church Ditch Augmentation Station, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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

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

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.
READ, PASSED AND ORDERED POSTED this 25th day of April, 2018.

____________________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, CMC, City Clerk
AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this ___ day of ________, 2018, by and between the City of Black Hawk ("Black Hawk"), a municipal corporation organized under the laws of the State of Colorado, whose address is 987 Miners Mesa Road, Black Hawk, Colorado, 80422, and the Colorado Historical Society, ("Historical Society"), Department of Higher Education, State of Colorado, whose address is 1200 Broadway, Denver, Colorado, 80203. Black Hawk and the Historical Society may sometimes be referred to herein collectively as "Parties."

RECIDALS

A. Black Hawk owns and operates the Black Hawk Church Ditch Augmentation Station ("Church Ditch Augmentation Station"), located in Section 32 of T3S, R70W of the 6th P.M., in Jefferson County, Colorado.

B. The Church Ditch diverts approximately 5,710.64 inches of water from Clear Creek for augmentation purposes.

C. The Historical Society owns the right to receive 1-inch of Church Ditch water, conveyed to them in April of 1986 by the Adolph Coors Company. This represents 0.0175% of the Church Ditch total in-priority diversion rate.

D. The Historical Society desires to use the Church Ditch Augmentation Station to divert, measure, and then return to Clear Creek the Historical Society’s Church Ditch augmentation credits from the Church Ditch headgate to Clear Creek for the purpose of augmenting out of priority depletions upstream by the Historical Society.

E. Black Hawk agrees to operate the Church Ditch Augmentation Station for the benefit of the Historical Society for returning to Clear Creek the augmentation credits attributable to the Historical Society’s 1-inch of Church Ditch water.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, and mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Black Hawk agrees to operate the Church Ditch Augmentation Station to measure returns made to Clear Creek for the Historical Society’s one inch of Church Ditch water for augmentation purposes.

2. Unless otherwise requested by the Historical Society, Black Hawk shall return augmentation credits in the amount of 0.01 cubic feet per second (cfs) to Clear Creek during the months May through October when the Church Ditch is diverting. This represents the Historical Society’s ownership in the Church Ditch, which is 0.01751% of the total in-priority diversion rate of 57 cfs (typical low flow amount) of Church Ditch. In the event that no other entity is returning water back to Clear Creek through the Augmentation Station, the Historical Society shall be required to return the minimum flow that is accurately measures by a 9-inch Parshall Flume (0.09 cfs), subject to any limits in the Historical Society’s decrees. Nothing in this Agreement
shall require Black Hawk to deliver its own or any other party’s water through the Church Ditch Augmentation Station solely for the purpose of maintaining returns on behalf of the Historical Society. The Historical Society may request a monthly release in April if a specific request is made by the Historical Society to the Church Ditch Authority, with a copy to Black Hawk, and the Church Ditch is actually operating at that time.

3. The Historical Society will be assessed transit loss, as assessed by the Church Ditch Authority, for water loss between the headgate and the turn back at the Augmentation Station. Such loss assessment by the Church Ditch Authority may vary by month depending on total Church Ditch diversions.

4. Black Hawk will report the timing and amounts of the monthly volume of water returned back to Clear Creek at the Augmentation Station via email to the Historical Society if the amount is less than the default amount of 0.01 cfs. Black Hawk is not responsible for reporting the amount of water diverted from and/or returned by the Historical Society to Clear Creek to the Water Commissioner or the Division Engineer.

5. **Cost.** There shall be an annual charge of $500.00 to cover the cost of Black Hawk’s operation of the Church Ditch Augmentation Station pursuant to this Agreement.

6. **Term of Agreement.** The term of the Agreement will be for 5 years, beginning on the date of execution of this Agreement. If not otherwise terminated, this Agreement may be renewed annually upon written mutual agreement of the Parties after the 5-year initial term.

7. **Accounting.** The Historical Society is responsible for submitting the accounting for the diversions and for the returns contemplated herein to the Division Engineer’s Office.

8. **Termination.** This Agreement may be terminated by Black Hawk or the Historical Society by written notice to the other party at any time.

9. **Notices.** All notices and other communications under this Agreement shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via e-mail or facsimile on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service such as Federal Express; or on the third day after mailing, if mailed to the Party to whom payment and notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

   Black Hawk: City of Black Hawk
   Public Works Director
   987 Miners Mesa Road
   P.O. Box 68
   Black Hawk, CO 80422
   (303) 582-1324
With a Copy to: Corey Hoffmann, City Attorney
Hayes, Phillips, Hoffmann & Carberry, P.C.
1530 Sixteenth Street, Suite 200
Denver, CO 80202-1468
(303) 825-6444

Historical Society: Colorado Historical Society
Water Resources Manager
1200 Broadway
Denver, CO 80203
(303) 866-4253

With a Copy to: Attorney General’s Office
Water Conservation Unit
1525 Sherman Street
Denver, CO 80203

11. No Third Party Beneficiaries. This Agreement is for the sole benefit of and binds the Parties, their successors and assigns. This Agreement affords no claim, benefit, or right of action to any third party.

12. Governmental Immunity. Nothing in this Agreement shall be construed to waive either Party’s protection from liability or the limitations on liability due to sovereign immunity under the Colorado Governmental Immunity Act or otherwise.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Black Hawk and the Historical Society have contributed substantially and materially to the preparation of this Agreement.

15. Authority. The Parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Agreement for them and to bind them to its terms.
Executed as of the date first set forth above.

City of Black Hawk

David D. Spellman
Mayor

Approved as to content and form;

(State)  

State of Colorado

Steve Turner
Executive Director
State Historic Preservation Officer
Colorado Historical Society

Approved as to content and form;

Jennifer Mele, No. 30720
Assistant Attorney General
Natural Resources Section
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ______________________________________

Effective Date: ___________________________
SUBJECT:
Approve Council Bill 7, an Ordinance renewing the Lease Agreement with the Colorado Historical Society that allows the use of the City of Black Hawk’s Church Ditch Augmentation Station.

RECOMMENDATION:
If City Council chooses to approve Council Bill 7, the recommended motion is as follows: “Approve Council Bill 7, An Ordinance Approving an Agreement Between the City of Black Hawk and the Colorado Historical Society, Department of Higher Education, State of Colorado.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
In 2013, the City and the Historical Society executed a lease agreement that allowed the Historical Society to use the City’s Church Ditch Augmentation Station. That lease was for five years. This Lease Agreement will renew that Lease Agreement for five additional years.

FUNDING SOURCE: Not Applicable

WORKSHOP DATE: April 25, 2018

ORIGINATED BY: Jim Ford

STAFF PERSON RESPONSIBLE: Jim Ford

PROJECT COMPLETION DATE: October 31, 2023

DOCUMENTS ATTACHED: Lease Agreement

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
RESOLUTION 28-2018

A RESOLUTION
APPROVING A
CERTIFICATE OF
APPROPRIATENESS FOR
THE REHABILITATION OF
THE EXTERIOR FACADE
OF THE BLACK HAWK
CITY HALL LOCATED AT
201 SELAK STREET
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 28-2018

TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR THE REHABILITATION OF THE EXTERIOR FACADE OF THE BLACK HAWK CITY HALL LOCATED AT 201 SELAK STREET

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

Section 1. The City Council hereby determines to approve the Certificate of Appropriateness for the rehabilitation of the exterior facade of the Black Hawk City Hall located at 201 Selak Street.

RESOLVED AND PASSED this 25th day of April, 2018.

___________________________________
David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, cmc, City Clerk
SUBJECT: To consider a Resolution to approve a Certificate of Appropriateness for the rehabilitation of the exterior façade of the Black Hawk City Hall located at 201 Selak Street.

RECOMMENDATION:
The Historic Preservation Commission will evaluate the information in this report, and any testimony by staff and related consultants on April 17, 2018. At the conclusion of their discussion, the Historic Preservation Commission shall recommend to the Board of Aldermen APPROVAL, CONDITIONAL APPROVAL or DENIAL.

Following is the motion from the Historic Preservation Commission:

Recommend to the Board of Aldermen APPROVAL of the Certificate of Appropriateness for the paint removal and exterior façade rehabilitation of the City Hall at 201 Selak Street based on the criteria set forth in the staff report dated April 2, 2018. The Certificate of Appropriateness application meets the intent of the criteria as outlined in Section 16-368 of the Black Hawk Municipal Code, the City of Black Hawk Commercial Design Guidelines, the Secretary of the Interior’s Standards for Rehabilitation and the referenced National Park Service Technical Briefs.

MOTION TO APPROVE Resolution 28-2018 approving a Certificate of Appropriateness for the rehabilitation of the exterior façade of the Black Hawk City Hall located at 201 Selak Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for Rehabilitation of the exterior façade of the Black Hawk City Hall located at 201 Selak Street.

The City Hall building is located within the boundaries of the National Historic Landmark (NHL) district in Black Hawk. The building was evaluated as 201 Gregory Street when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville in 1986 and was included in a resource count as “Contributing” when the district was expanded in 1991 to include Black Hawk.

Because Walker Restoration Consultants has applied state-of-the-art testing, and rehabilitation strategies, their services and prescriptive recommendations will greatly preserve this structure for years to come. The proposed scope of work will have no negative impact on the character of the historic district or the City Hall’s “Contributing” status. If anything, it will enrich the district and enhance the structure by returning it to its original appearance.

On January 11, 2017, the Black Hawk City Hall was designated a local landmark under Ordinance 2017-1.
AGENDA DATE: April 25, 2018
WORKSHOP DATE: N/A
FUNDING SOURCE: N/A
DEPARTMENT DIRECTOR APPROVAL: [X]Yes  [ ]No
STAFF PERSON RESPONSIBLE: Cynthia L. Linker
CP&D Administrator
DOCUMENTS ATTACHED:
Resolution 28-2018
Notice of Public Hearing
Staff Report
Exhibits A thru D
RECORD: [ ]Yes  [X]No
CITY ATTORNEY REVIEW: [X]Yes  [ ]N/A
SUBMITTED BY:
Cynthia L. Linker, CP&D 4/18/18
REVIEWED BY:
Jack D. Lewis, City Manager
BACKGROUND:
The applicant, the City of Black Hawk, is requesting a Certificate of Appropriateness for Rehabilitation of the exterior façade of the Black Hawk City Hall located at 201 Selak Street.

The City Hall building is located within the boundaries of the National Historic Landmark (NHL) district in Black Hawk. The building was evaluated as 201 Gregory Street when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville in 1986 and was included in a resource count as contributing when the district was expanded in 1991 to include Black Hawk.

On January 11, 2017, the Black Hawk City Hall was designated a local landmark under Ordinance 2017-1.

The original building architecture was described by the National Park Service as a two-story structure with brick façade and stone construction on the remaining sides. The brick façade has a corbeled entablature, recessed rectangular panels directly under the cornice. Windows are segmental arched, with keystones and radiating voussoirs. There are decorative iron stars on the façade and arched entrances used at one time for the fire trucks. The National Park Service noted the City Hall was completed in December of 1877 at a cost of $5,000.00. The first floor was at one time used by the Fire Department. The site description by the National Park Service states the building was free standing, with the rear elevation built into the side of a hill. At the time of the of the survey, there were narrow steps to the left of the building that led to the Black Hawk School on Bates Hill. Although not reported by the National Park Service, a carriage house was visible to the right of the structure in the 1986 survey photo.
Entablature
Cornice (Ornamental) Molding
Corbel
Rectangular Panels
Keystone
Segmental Arched
Voussoirs
From its construction in 1877 through today, the building has housed offices for the City of Black Hawk. Originally, the Fire Department was located on the first floor and the City offices on the second floor. It is the oldest municipal building in continuous use for its original purpose in Colorado.

Recently, concerns have arisen about the general condition of the building façade due to the paint that has been applied to the exterior brick masonry wall, the condition of the stone masonry, (some of which is cracked, loose and at risk of failing), masonry joints, cornices and other related elements. Because of these concerns and the overall existing condition, Public Works engaged Walker Restoration Consultants for professional services to carry out and oversee the paint removal and rehabilitation of the exterior façade of the City Hall. Research revealed little building construction documentation, original building drawings or previous repair records, so historic photographs provided the majority of the background information.

Following is documentary evidence of the original and current physical appearance of City Hall:

Ca. 1880s. Photo X-2008
Denver Public Library Western History/Genealogy Digital Collection
Red dotted line indicates the NHL boundaries (based on the Verbal Boundary Description from the National Register of Historic Places Registration form dated 1990) for Black Hawk only. Black line indicates the NHL boundaries (based on the USGS/Graphic Map Boundary).
1997 Gilpin County Assessor’s Photograph

1998 NPS Resurvey Photo
Today, the City Hall building can be described as a two-story masonry commercial building. The building has a simple rectangular footprint roughly 30 feet x 40 feet.

The street (east) façade is clay brick masonry which has been painted. It is suspected that some of the bricks have been replaced. It is unknown if the replacement bricks are of similar color or texture. There appears to be an 18” wide x 6-foot-tall section of full brick replacement to the left of the arched door opening on the first floor. It appears that the second-floor exterior window sills are slabs of red sandstone.
The north, south and west sides of the building stone masonry construction. Much of the stone masonry appears to be original to the historic structure; however, the west elevation appears to have had some rehabilitation work. The rehabilitated stone sections have a different stone appearance, mortar strike-joint and mortar color. Wood joist pockets within stone veneer can be seen on the north and south elevations. The south elevation appears to have an inset of a clay brick chimney with full parge coat.
There are windows on the east and west elevations only. The windows on the second-floor east elevation have been replaced with wood insert windows (circa 1990s) and have red sandstone window sills. The windows on the west elevation have historic detailing and could be original to the building. These windows have a concrete window sill, which has impacted drainage and caused the wood window sills to rot.

The west façade appears to have been modified at some point. The center portion of the façade from grade up to approximately 5 feet from the parapet is of a different stone, color, size and pattern. The door and two windows are assumed to not be original and were added at a later date, but there is no record of the original construction or configuration of this elevation. The National Park Service description of this elevation indicated the structure was built into the hillside. Today, that is not the case.

The general scope of this project is to rehabilitate the exterior finishes, excluding the roof which was reroofed in 2017. It is preferred to have the paint removed from the brick, repair the masonry, repair the mortar and address concerns of exterior finishes.
Walker Restoration Consultants provides the scope of work below. Please note that the Work Item Numbers on the scope of work correlate with the construction drawings providing a visual interpretation for the scale of repairs.

**Black Hawk City Hall Façade Rehabilitation Scope**

January 26, 2018

<table>
<thead>
<tr>
<th>WORK ITEM</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I: GENERAL REQUIREMENTS/PRELIMINARY MATTERS</strong></td>
<td></td>
<td></td>
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<tr>
<td>60.0</td>
<td>GENERAL REQUIREMENTS</td>
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<tr>
<td>60.1</td>
<td>Project Mobilization</td>
<td>L.S.</td>
<td>1</td>
</tr>
<tr>
<td>60.2</td>
<td>Scaffolding</td>
<td>L.S.</td>
<td>1</td>
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<tr>
<td><strong>75.0 SHELF ANGLES/LINTELS</strong></td>
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<tr>
<td>75.5</td>
<td>Clean and Paint Steel Lintel</td>
<td>EA.</td>
<td>6</td>
</tr>
<tr>
<td><strong>76.0 CRACK REPAIR AND TUCKPOINTING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76.1</td>
<td>Rout and Seal Façade Stone Crack</td>
<td>L.F.</td>
<td>20</td>
</tr>
<tr>
<td>76.2</td>
<td>Rout and Seal Façade Brick Crack</td>
<td>L.F.</td>
<td>10</td>
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<tr>
<td>76.3.1</td>
<td>Tuckpointing - Stone</td>
<td>L.F.</td>
<td>1200</td>
</tr>
<tr>
<td>76.3.2</td>
<td>Tuckpointing - Brick</td>
<td>L.F.</td>
<td>1200</td>
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<td><strong>80.0 BRICK UNIT FAÇADE</strong></td>
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<tr>
<td>80.1</td>
<td>Remove and Replace Spalled Face Brick</td>
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<td>25</td>
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<tr>
<td>80.4</td>
<td>Remove and Reset Brick Parapet Wall</td>
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<td><strong>81.0 STONE MASONRY FAÇADE</strong></td>
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<tr>
<td>81.1</td>
<td>Remove and Reset Stone at Parapet</td>
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<td>30</td>
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<tr>
<td>81.2</td>
<td>Install New Stone at Embedded Wood</td>
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<tr>
<td>81.3</td>
<td>Repair Stone Sill</td>
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<tr>
<td>81.8</td>
<td>Remove Pargeted Coat at Chimney</td>
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<td>81.9</td>
<td>Remove and Patch Misc. Embedded Anchors</td>
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<tr>
<td><strong>91.0 FAÇADE COATING/PAINTING/STAINING</strong></td>
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<tr>
<td>91.1</td>
<td>Remove Existing Lead-Based Paint</td>
<td>S.F.</td>
<td>1200</td>
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<tr>
<td>91.3</td>
<td>Penetrating Sealer</td>
<td>S.F.</td>
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<td>91.5</td>
<td>Remove Existing Roof Tar &amp; Sealant</td>
<td>S.F.</td>
<td>50</td>
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<tr>
<td><strong>95.0 DOORS AND WINDOWS</strong></td>
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<td>95.1</td>
<td>Replace Window Frame/Façade Perimeter Joint</td>
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<td>Clean and Paint Window/Door Frame</td>
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<td>Replace Wood Blocking</td>
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<td>95.5</td>
<td>Patch Wood Window Trim</td>
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</tbody>
</table>

Description of Abbreviations:

- L.F. = Lineal Feet
- EA = Each
- S.F. = Square Feet
- L.S. = Lump Sum
APPLICABLE CITY OF BLACK HAWK REGULATIONS

Excerpt from:

City of Black Hawk Zoning Code
Chapter 16
Section 16-368, City Council historic review process

16-368: Anyone seeking to renovate the exterior of, add to or construct a new building shall be subject to the following procedures. Any such renovation construction or demolition shall be subject to the City’s design standards.

16-368(3)(a). No building permit or site development plan shall be issued unless accompanied by a Certificate of Appropriateness (CofA) issued by the City Council for any of the following acts:

1. Construction of a new building, structure or improvement
2. Alteration or reconstruction of, or addition to, the exterior of any improvement;
3. Demolition of any improvement;
4. Construction or erection of or addition to any improvement upon any land located within the City;
5. Excavation requiring an excavation permit.

16-368(3)(f): Criteria for determining appropriateness of erection, construction, reconstruction, alteration. In determining the appropriateness of a proposed site plan or building permit for the erection, construction or alteration of a building, the HPC and the City Council shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant;  
   *The applicant has submitted all required plans and building elevations.*

2. Information presented at a public hearing held concerning the proposed work;  
   *Findings and recommendations from the Historic Preservation Commission will be presented to the Board of Aldermen at a Public Hearing scheduled for April 25, 2018.*

3. The purpose of this Chapter;  
   *Staff finds the proposed development to be in conformance with the City of Black Hawk zoning and design standards.*

4. Compliance with the ordinances of the City and the payment of all fees required by the ordinances of the City;  
   *The applicant has and will continue to pay all necessary fees required by the City.*
5. The historical and architectural style, the general design, arrangement, texture, materials and color of the development, building or structure in question or its appurtenance fixtures; the relationship of such features to similar features of the other buildings within the City and the position of the building, structure, park or open space in relation to public right-of-way and to other buildings and structures in the City.

The east elevation of City Hall fronts 201 Selak Street. The original building architecture was described by the National Park Service as a two-story structure with brick façade and stone construction on the remaining sides. The brick façade has a corbeled entablature, recessed rectangular panels directly under the cornice. Windows are segmental arched, with keystones and radiating voussoirs. There are decorative iron stars on the façade and arched entrances used at one time for the fire trucks. The site description by the National Park Service states the building was free standing, with the rear elevation built into the side of a hill. There were narrow steps to the left of the building that led to the Black Hawk School on Bates Hill. Although not reported by the National Park Service, a carriage house was visible to the right of the structure at the time of their survey. The building has undergone various exterior alterations as seen in the historic photos.

6. The effects of the proposed work upon the protection, enhancement, perpetuation and use of the City which cause it to possess a special character or special historical or aesthetic interest or value.

The City Hall is a contributing building to the National Historic Landmark District. The HPC should review the proposed alterations and evaluate their effect on the historic property’s potential eligibility.

7. The design standards for the City.

The proposed project has been reviewed against the City of Black Hawk Commercial Design Guidelines, Secretary of Interiors Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and relevant National Park Service Technical Briefs.
Many historic brick and stones are easily damaged or destroyed over time by water. Some mortars are soluble when exposed to excessive water. Care shall be taken to avoid exposing masonry to water. Advice on masonry repair and restoration from a professional mason skilled in historic masonry restoration or masonry trade association is strongly recommended.

a. Use the gentlest possible solutions and processes for cleaning, refinishing and repairing exterior masonry.
   - Avoid harsh cleaning and paint removal methods such as sandblasting, that can damage a building’s exterior materials and finishes. Such methods can actually result in accelerated deterioration or a loss of character.
   - Any mechanical masonry cleaning shall be done using the lowest possible pressure. Samples demonstrating the results of any cleaning methods to be used on historic buildings must first be approved by Community Planning and Development prior to proceeding with the project as a whole.

b. Repair or placement of mortar shall be done by a masonry professional experienced in historic masonry repair.
   - Match the original mortar in composition, color and profile. Avoid using a mortar that is harder than the historic mortar or masonry. This can actually increase deterioration of the existing mortar and masonry.

c. Avoid the use of penetrating sealers on masonry. This can trap moisture within the masonry and result in accelerated deterioration and possible interior moisture damage.

Walker Restoration Consultants complied with the Commercial Guidelines based on the following:

1) The condition evaluation of the City Hall façade performed by Walker Restoration Consultants (“Walker”) included an on-site investigation, materials testing and paint analysis.

2) In September 2016, Premier Specialty Contractors assisted Walker and provided labor and equipment for the retrieval of mortar samples for materials evaluation. Two (2) samples of the mortar material were retrieved from the south elevation to determine compressive strength and composition. Universal Construction Testing then took these samples and completed laboratory studies on the two (2) masonry mortar samples. The information obtained from the materials evaluations were used to develop recommended repairs. A copy of the material testing reports and main findings from both companies is presented in Exhibits C and D.
Walker referenced the National Park Service, Preservation Brief 2 – Repointing Mortar Joints in Historic Masonry Buildings, the mortars utilized in the repointing of historic buildings should be softer, or more permeable, than the masonry units and no harder, or impermeable, than the historic mortar. This is to prevent damage to the existing masonry units.

3) Built Environment Evolution assisted Walker with an analysis of the painted brick façade. The paint from the brick façade was analyzed for type and composition. The information obtained from the paint analysis was used to develop recommended paint removal procedures. A copy of the paint analysis report and main findings is presented in Exhibit E.

Walker referenced the National Park Service Preservation Brief 37 – Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing, the gentlest method possible should be used to remove the lead based paint. Overly aggressive abatement may damage or destroy much more historic material than is necessary to remove the lead paint. All activities concerning lead based paint must be conducted by state-certified firms and individuals. State requirements include training, certification, accreditation, and work practice standards.
Secretary of Interiors Standards for Rehabilitation and
Guidelines for Rehabilitating Historic Buildings
And
National Park Service Briefs

The City of Black Hawk uses the Rehabilitation Standards listed below in conjunction with the Guidelines to review all applications.

The four treatment methods for historic properties are: Preservation, Rehabilitation, Restoration, and Reconstruction. Black Hawk utilizes the Rehabilitation treatment method.

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values. The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building’s historic character.

In Rehabilitation, historic building materials and character-defining features are protected and maintained as they are in the treatment of Preservation. However, the Standards provide greater latitude when using Rehabilitation. Only Rehabilitation allows alterations and the construction of a new addition, if necessary for a continuing or new use for the historic building.

The ten Rehabilitation Standards are listed below:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Walker Restoration Consultants complied with the Secretary of Interiors Standards for Rehabilitation for Masonry, Wood and Windows based on the following:

1. January 26, 2018, Walker issued a Bid and Qualification documents for Lead Based Paint Abatement and Historic Facade Restoration Services. A mandatory pre-bid site visit took place March 13, 201. Bids are due April 10, 2018 with an expected contract award date of April 26, 2018 and construction commencement in early May.

2. The scope of work provided to prospective bidders was based on:
   a) National Park Service Technical Preservation Brief 1 – “Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings,” prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for cleaning and applying water repellent treatments to the masonry façade (Exhibit F).
   b) National Park Service Technical Preservation Brief 2 – “Repointing Mortar Joints in Historic Masonry Buildings,” prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for the mixing and testing of the repair mortar (Exhibit F).
   c) National Park Service Technical Preservation Brief 9 – “The Repair of Historic Wooden Windows,” prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used in the restoration of the wooden windows (Exhibit F).
   d) National Park Service Technical Preservation Brief 37 – reference “Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing”, use the gentlest method possible should be used to remove the lead based paint. Overly aggressive abatement may damage or destroy much more historic material than is necessary to remove the lead paint. All activities concerning lead based paint must be conducted by state-certified firms and individuals. State requirements include training, certification, accreditation, and work practice standards” (Exhibit F).
   e) National Park Service Technical Preservation Brief 47 – “Maintaining the Exterior of Small and Medium Size Historic Buildings,” prepare a written quality-control program to demonstrate the ability of personnel to properly follow the methods and use of materials and tools without damaging the masonry façade (Exhibit F).
EVALUATION
The National Park Service inventoried the City Hall and this structure was included in the resource count as part of the 1991 NHL nomination. Because Walker Restoration Consultants has applied state-of-the-art testing, and rehabilitation strategies, their services and prescriptive recommendations will greatly preserve this structure for years to come. The proposed scope of work will have no negative impact on the character of the historic district or the City Hall’s contributing status. If anything, it will enrich the district and enhance the structure by returning it to its original appearance.

SUMMARY
At the conclusion of the Historic Preservation Commission (HPC) discussion, the Commission recommend to the Board of Aldermen APPROVAL of the Certificate of Appropriateness application for the paint removal and exterior façade rehabilitation of the City Hall located at 201 Selak Street as submitted and included in this staff report.

HPC Motion as follows:
Recommend to the Board of Aldermen APPROVAL of the Certificate of Appropriateness for the paint removal and exterior façade rehabilitation of the City Hall at 201 Selak Street based on the criteria set forth in the staff report dated April 2, 2018. The Certificate of Appropriateness application meets the intent of the criteria as outlined in Section 16-368 of the Black Hawk Municipal Code, the City of Black Hawk Commercial Design Guidelines, the Secretary of the Interior’s Standards for Rehabilitation and the referenced National Park Service Technical Briefs.

EXHIBITS
Exhibit A – Cultural Resource Evaluation Form - National Park Service Survey 1986
Exhibit B – Cultural Resource Evaluation Form – 2010
Exhibit C – Conditions Evaluation
Exhibit D - National Park Service Technical Preservation Brief’s 1, 2, 9, 37 and 47
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Aldermen shall hold a public hearing concerning a Certificate of Appropriateness for the rehabilitation of the exterior façade of the Black Hawk City Hall on property described in Exhibit A and generally located at 201 Selak Street, pursuant to the City of Black Hawk zoning ordinance.

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, April 25, 2018 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk Council Chambers located at 211 Church Street, Black Hawk, Colorado, 80422 or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES MAY ATTEND

Melissa A. Greiner, CMC
City Clerk

EXHIBIT A

RESOLUTION 29-2018
A RESOLUTION
AWARDING THE BID AND
AUTHORIZING AN
AGREEMENT WITH
HYDRO-TECH, INC. IN
THE AMOUNT OF
$195,725.00 FOR THE CITY
HALL FAÇADE
RESTORATION
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 29-2018  

TITLE:  A RESOLUTION AWARDING THE BID AND AUTHORIZING AN AGREEMENT WITH HYDRO-TECH, INC. IN THE AMOUNT OF $195,725.00 FOR THE CITY HALL FAÇADE RESTORATION  

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

Section 1. The City Council hereby awards the bid and authorizes an agreement with Hydro-Tech, Inc. for the Black Hawk City Hall Façade Restoration in the amount of $195,725.  

RESOLVED AND PASSED this 25th day of April, 2018.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, CMC, City Clerk
SUBJECT:
Approve Resolution 29-18, a Resolution awarding the bid and authorization to execute a contract for completion of the City Hall Façade Restoration to Hydro-Tech, Inc.

RECOMMENDATION:
If City Council chooses to approve Resolution 29-2018, the recommended motion is as follows: “Motion to Approve Resolution 29-18, A Resolution Awarding the Bid and Authorizing an Agreement with Hydro-Tech, Inc. in the Amount of $195,725.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The façade of City Hall has been covered in paint numerous times since it was constructed in 1877. Several of these coats of paint contained lead. These paints can cause brick to deteriorate by preventing proper venting of moisture. This paint will be removed in a manner that prevents undue deterioration to the brick and a penetrating sealer will be installed. In addition to the removal of the paint there is a need to repoint much of the brick along the façade as well as numerous cracks and joints in the stone masonry along the other three sides of the building that require repair. This is a unit price contract and final quantities may differ from those estimated on the plans.

Observation and Construction Management will be handled by the designer, Walker Consultants, who is already under contract.

This project was advertised in the Weekly Register-Call, Published on Rocky Mountain Bid Net, and several contractors were directly contacted for this work. There were four contractors that attended the mandatory prebid. We only received the single bid. All the other contractors indicated they were so busy that they could not fit this project into their schedule. Most indicated they were booked out over a year and they were not even looking at projects this small. Hydro-Tech appears to be well qualified having completed numerous major projects nationwide. Locally they have completed the exterior renovation of the Byron White US Courthouse and Federal Building as well as the Denver Union Station facility.

The Historic Preservation Commission recommended approval of the Certificate of Appropriateness for this project at their meeting held on April 17, 2018.

FUNDING SOURCE: 203-0000-5025842 Preservation/City Hall

WORKSHOP DATE: April 25, 2018

ORIGINATED BY: Thomas Isbester

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: October 31, 2018

DOCUMENTS ATTACHED: Agreement, COI, Performance Bond
CITY ATTORNEY REVIEW: [ ]Yes [ ]No [ ]N/A INITIALS__________

SUBMITTED BY:  

Thomas Isbester, Public Works Director

REVIEWED BY: 

Jack D. Lewis, City Manager
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TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of ________, 2018, by and between the City of Black Hawk, State of Colorado, a body politic and corporate, hereinafter referred to as the "City" or "Owner" and Hydro-Tech, Inc., hereinafter referred to as the "Trade Contractor".

ARTICLE 1 - GENERAL PROVISIONS AND SERVICES

A. The Trade Contractor will commence and fully complete the construction of the Black Hawk City Hall Façade Restoration ("Project"), which is described in Exhibit A, which is attached hereto and made a part hereof.

B. The Trade Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

C. The Trade Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will substantially complete the same on or before 120 days after the NTP, unless the period for completion is extended otherwise by the Contract Documents. The Trade Contractor agrees to pay as liquidated damages, and not as a penalty, the sum of One Thousand Six Hundred and no Dollars ($1,600.00) for each consecutive calendar day's delay in completing this Contract after the completion date specified herein, excluding any approved extensions of time.

D. The Trade Contractor agrees to perform all of the work described in the Contract Documents and to comply with the terms therein for an amount not to exceed One Hundred Ninety Five Thousand Seven Hundred Twenty Five and no Dollars ($195,725.00) as described in Article 5 of this Agreement.

ARTICLE 2 - DEFINITIONS

A. Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. **Addenda** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications or corrections.

2. **Architect** – Throughout this document, the term “Architect” shall be used interchangeably with Engineer.

3. **Bid** - The offer or proposal of the bidder submitted in the prescribed form setting forth the prices for the work to be performed.

4. **Bidder** - Any person, firm or corporation submitting a bid for the work.

5. **Bonds** - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Trade Contractor and his surety in accordance with the
6. **Change Order** - A written order to the Trade Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the contract price and/or contract time.

7. **Construction Change Directive** – A written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

8. **Contract Documents** - The contract, including advertisement for bids, information for bidders, bid, bid bond agreement, bid schedule, labor and material, payment bond, performance bond, notice of award, notice to proceed, change order, general conditions, special conditions, general specifications, special specifications, scopes of work, addenda, drawings, schedules and any and all other documents or papers included or referred to in the foregoing documents are part of the Contract Documents.

9. **Contract Price** - The total monies payable to the Trade Contractor under the terms and conditions of the Contract Documents.

10. **Contract Time** - The number of calendar days stated in the Contract Documents for the completion of the work. For this project, Substantial Completion is to be 90 calendar days and Final Completion is to be 120 calendar days after the Notice to Proceed.

11. **Date of Award** - Date of award of contract shall mean the date formal notice of such award, approved by the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown in his proposal by the Owner or its authorized representative.

12. **Day or Days** - Unless herein otherwise expressly defined, "day" shall mean calendar day or days.

13. **Drawings, Plans or Contract Documents** - The part of the Contract Documents which shows the characteristics and scope of the work to be performed and which has been prepared or approved by the Engineer and/or Architect.

14. **Engineer** shall be Walker Consultants, 5350 S. Roslyn St., Suite 220, Greenwood Village, CO 80111.

15. **Field Order** - A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer or the Owner to the Trade Contractor during construction.

16. **Major Equipment or Major Equipment Items** - Installation of major equipment to be furnished and placed under the contract awarded to the Trade Contractor and/or installations of major equipment to be furnished by the Owner and received, unloaded, stored, and placed by the Trade Contractor under the contract awarded to the Trade Contractor.
17. **Notice of Award** - The written notice of the acceptance of the bid by the Owner to the successful bidder.

18. **Notice to Proceed** - Written communication issued by the Owner to the Trade Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

19. **Owner or City** - The City of Black Hawk, Colorado, a home rule municipality. The Public Works Director, Water System Coordinator, or Project Manager, or their designee of the Owner is the Owner’s representative.

20. **Project** - Construction of the project described in **Exhibit A**.

21. **Shop Drawings** - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Trade Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

22. **Site** - The lands and other places on, under, in, or through which the work is to be executed or carried out and any other lands or places provided by the Owner for the purposes of the contract together with such other places as may be specifically designed in the Contract Documents as forming part of the site.

23. **Special Conditions** - Supplemental conditions that apply to specific aspects of the project or modifications to the general conditions that are to be adhered to in the project.

24. **Subcontractor** - An individual, firm or corporation having a direct contract with the Trade Contractor or with any other subcontractor for the performance of a part of the work at the site.

25. **Substantial Completion** - That date as certified by the Owner when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

26. **Suppliers** - Any person, supplier, or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site. A supplier is not a subcontractor who purchases an item of equipment from a manufacturer.

27. **Trade Contractor** - The person, firm or corporation with whom the City of Black Hawk has executed this Agreement.

28. **Work** - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project. The work and the project are used interchangeably to mean the same thing.
29. **Written Notice** - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

**ARTICLE 3 - DESCRIPTION OF WORK AND SERVICES**

Section 1. Drawings and Specifications.

A. The intent of the drawings and specifications is that the Trade Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

B. One (1) copy of the drawings and specifications will be furnished to the Trade Contractor without charge upon request, and any additional copies which the Trade Contractor may request will be furnished at the cost of reproduction. The drawings and specifications are to be used only in connection with the work specified herein and, with the exception of the signed contract set and As-Built drawings are to be returned at the completion of the contract.

C. In case of conflict between the drawings and specifications, the specifications will govern. In case of conflict between the special specifications and the general specifications, the special specifications shall govern. Figure dimension on drawings will govern over scale dimensions, and detailed drawings will govern over general drawings. Notwithstanding the above, a document which is more restrictive or requires greater responsibility or increased compliance by the Trade Contractor shall govern.

D. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer and Owner, in writing, who will promptly resolve such inconsistencies or ambiguities in writing. Work done on unreported discrepancies, inconsistencies or ambiguities by the Trade Contractor shall be done at the Trade Contractor's risk.

E. The Trade Contractor may be furnished additional instructions and detail drawings, by the Engineer and Owner, as necessary to carry out the work required by the Contract Documents. All additional instructions and detail drawings shall be issued to the Trade Contractor by the Engineer and Owner.

F. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Trade Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

Section 2. Materials, Services and Facilities.

A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Trade Contractor shall provide and pay for all materials, labor, tools, equipment,
water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

B. In addition to the requirements for major equipment items previously given, within fourteen (14) days after execution of the Contract, the Trade Contractor shall submit to the Owner and Engineer a complete listing of the manufacturers of each item of equipment or assembly fabricated off the site which are proposed to be furnished for the project, together with sufficient information, including shop assembly and detail drawings, manufacturers' specifications and performance data, to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the Contract Documents. If the information shows any deviation from the Contract requirements, the Trade Contractor shall notify the Engineer and Owner of the deviation and state the reason for it in writing. Acceptance of substitute material or equipment that deviates from the specifications shall be determined by the Engineer and the Owner.

C. Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the work. All materials shall be new unless specified to be otherwise.

D. Trade Contractor shall furnish a written statement of the origin, composition, and manufacturer of any or all materials (manufactured, produced or grown) that are to be used in the work. The sources of supply of each material used will be approved by the Engineer and Owner before delivery is started. If, at any time, sources previously approved, fail to produce materials acceptable to the Owner or Engineer, the Trade Contractor shall furnish materials from other approved sources.

E. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Material or equipment stored off-site shall be insured by the Trade Contractor. Proof of insurance shall be submitted to Engineer and Owner prior to request for payment of such material or equipment.

F. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

G. Materials, supplies, and equipment shall be in accordance with samples submitted by the Trade Contractor and approved by the Engineer and Owner.

H. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Trade Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. The Trade Contractor shall retain, for the benefit of the Owner, all materials and supplies that are purchased for the project but are not used as a part of the project. The Owner may take any of the materials and supplies that are used in the project for any City purpose. Any materials and supplies not taken by the Owner shall be removed from the project site by the Trade Contractor.
Section 3. Shop Drawings.

A. The Trade Contractor shall submit shop drawings, samples and O&M manuals as may be necessary for the prosecution of the work as required by the Contract Documents on a timely basis so that the project schedule is not affected. The Engineer will promptly review all shop drawings. All such drawings will be approved and signed by the Engineer, and will be null and void unless authorized by such signature. The Engineer's approval of any shop drawing will not release the Trade Contractor from any responsibility resulting from any deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.

B. All drawings and details on items of major equipment will be reviewed by the Engineer only after the complete set of drawings and details covering the entire equipment package to be furnished under a particular major equipment item are submitted. Drawings submitted on a piecemeal basis covering only parts of the equipment package will be held for checking until the entire set of drawings are received.

C. The Trade Contractor shall also submit to the Engineer shop drawings showing detail of structural wood trusses, structural steel and concrete reinforcing steel, bending details, piping details, and of other items necessary for the proper installation of materials into the completed work, as provided by this Agreement.

D. The Trade Contractor shall make any indicated corrections on the drawings returned and shall resubmit corrected drawings until final approval is obtained.

E. The Trade Contractor shall have no claims for damages or extension of time on account of any delay in the work resulting from the rejection of material or from review, revision and resubmittal of drawings when the review, revision and resubmittal is due to changes to the original design documents, and other data for approval by the Engineer.

F. Each shop drawing shall be dated and shall be identified with the name of the project, the division, if any, the Contract item number, and the name of the Trade Contractor.

G. When submitted for the Engineer's review, shop drawings shall bear the Trade Contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.

H. The Trade Contractor shall submit the shop drawings in accordance with the general requirements.

I. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved sample shall be kept in good order by the Trade Contractor at the site and shall be available to the Engineer and Owner.

J. By approving and submitting shop drawings and samples, the Trade Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract
Documents.

Section 4. Records, Accounts and Audits.

A. The Trade Contractor agrees to keep one complete set of records and books of account on a recognized cost accounting basis (satisfactory to the Engineer), showing all expenditures, of whatever nature, made pursuant to the provisions of this Contract.

B. The Trade Contractor shall furnish the Engineer and Owner with such records, information and data as may be reasonable. The Engineer and Owner shall at all reasonable times be afforded the opportunity to inspect and/or audit the above specified books and records of Trade Contractor.

Section 5. Inspection and Testing.

A. All materials and equipment used in the construction of the project will be subject to adequate inspection and testing in accordance with generally accepted standards.

B. The Trade Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the work.

C. The Owner will provide all inspection and testing services required by the Contract Documents, unless specifically noted in the contract specifications for special inspection and testing services, such as, by way of example, welding inspections on off-site assembly.

D. Neither observations by the Engineer and Owner, tests, nor approvals by persons other than the Engineer and Owner will relieve the Trade Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

E. The Engineer, the Owner, and their representatives shall, at all times, have access to the work and to locations where materials or equipment are being manufactured, stored, or prepared for use under these Contract Documents, and they shall have full facilities for unrestricted inspection of such materials, equipment, and work including full access to purchasing and engineering information, to the extent of uncovering, testing, or removing portions of the finished work. The Engineer and Owner shall be furnished with such information as may be required regarding materials used and the process of manufacture for the various items of equipment. Inspections by the Engineer and Owner of equipment or materials during its manufacture will be performed by or for the Owner solely in an effort to detect discrepancies and defects as early as possible, when they can be most readily corrected, and the work thereby expedited. No acceptance of equipment or materials will be construed to result from such shop inspections by the Engineer and Owner. Any inspections or tests or waivers thereof will not relieve the Trade Contractor of responsibility for meeting all requirements of these Contract Documents.

F. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Trade Contractor shall provide proper facilities for such access and observation of the work and also for any inspection or
testing thereof.

G. In case of disputes between the Trade Contractor and the Engineer as to materials furnished or manner of performing the work, the Owner will have authority to reject materials or suspend the work until the question at issue can be decided by the Owner. The Owner is authorized to revoke, alter, enlarge, relax or release any requirements of the Project Specifications, and to approve or accept any portion of the work, and to issue instructions contrary to the drawings and specifications.

Section 6. Construction Review

A. The Engineer and Owner will periodically observe the construction of all work covered by this Contract. The Engineer, on behalf of the Owner, shall be authorized to determine the amount or quantities of the several items of work which are to be paid for under this Contract; to order field changes within the scope of the Contract and to render decisions on any questions which may arise relative to the execution of the work covered by this Contract. The Engineer does not have authority to suspend work on the project. The Trade Contractor shall not suspend any portion of the work nor resume suspended work without the written authority of the Owner.

B. Neither Engineer's authority to act under the Contract nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Trade Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

C. Whenever in the drawings, plans or Contract Documents the terms "as ordered", "as directed", or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents. The use of any such terms or adjectives shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for the project. Neither the Owner nor the Engineer will be responsible for the acts or omissions of the Contractor or any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

D. Periodic observation of the work in progress by the Engineer and Owner will be done whenever the Contractor is performing work that requires review as determined by the Engineer or Owner. The normal working time shall be during a regular 5-day, 40-hour work week, Monday through Friday. If the Trade Contractor elects to work more than 40 hours per week and observation is required during this overtime work as determined by the Engineer or Owner, the Engineer shall be paid by the Trade Contractor at the rate of one and one half the billing rate of Engineer's personnel as listed in Engineer's proposed billing rate to the Owner for all review time required over the normal 5-day, 40-hour week. If the Engineer, Owner or their authorized representative is called to the job site to address problems created by the Trade Contractor, he will be paid by the Trade Contractor at the same rate as for overtime review as stated above. This payment shall be made by a credit to the Owner, and then the Engineer shall bill the Owner for the same.
E. If any work has been covered which the Engineer or Owner has not been specifically requested to observe prior to its being covered, or if the Engineer or Owner considers it necessary or advisable that covered work be inspected or tested, the Trade Contractor at the Engineer's request shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer or Owner may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Trade Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Trade Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order will be issued.

Section 7. Surveys, Permits and Regulations.

A. The Owner will furnish all land surveys together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents. The Trade Contractor shall provide detailed construction staking.

B. At the beginning of the construction or as the work progresses, the Engineer at the Owner's expense shall install property corners and set bench marks.

C. Any additional surveying or re-surveying shall be done by the Trade Contractor or by the Engineer at the Trade Contractor's expense. Bench marks and survey stakes shall be preserved by the Trade Contractor and in case of their destruction, or removal by him, his employees, or others, they shall be replaced by the Engineer at the Trade Contractor's expense and his Sureties shall be liable therefor.

D. The Trade Contractor shall be responsible for elevations used in computing his bid.

E. The Trade Contractor shall secure and pay for all necessary permits, fees and licenses in connection with the performance of its work and shall pay all municipal and other governmental fees in connection therewith except those expressly provided by the specifications as being the responsibility of the Owner, and shall furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

F. Trade Contractor shall specifically be responsible for registering with the City Clerk pursuant to Article VII of Chapter 6 of the Black Hawk Municipal Code, and shall further be responsible for requiring that all subcontractors register with the City Clerk pursuant to Article VII of Chapter 6 of the Black Hawk Municipal Code, and pay the necessary registration fee. The Trade Contractor shall similarly require that each subcontractor provide any required certificate of insurance to the City Clerk pursuant to Section 6-222 of the Black Hawk Municipal Code.

G. The Owner will provide rights-of-way and permanent and temporary easements as shown on the plans for construction purposes. Any additional land actually needed by the Trade Contractor for the performance of the work, proper location of his plant and equipment, or the
storage of materials and supplies for the work, shall be furnished by the Trade Contractor.

Section 8. Protection of Work, Property and Persons.

A. The Trade Contractor shall be responsible for initiating and maintaining all safety precautions and programs in connection with the work. Neither the Owner nor the Engineer will be responsible for Trade Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The Trade Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

B. The Trade Contractor shall at all times consult with and obtain the approval of the Owner for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the Owner anywhere outside the limits of construction. The Trade Contractor shall comply with all state, federal and local laws related to the storage or placement of any supplies, equipment, structures, or any other materials.

C. The Trade Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. The Trade Contractor shall remedy at his expense all damage, injury, or loss to any property or person caused, directly or indirectly, in whole or in part, by the Trade Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Trade Contractor. Notwithstanding the provisions of C.R.S. § 13-20-802.5(2), for purposes of this Contract, the measure of damages shall never be deemed to be the fair market value of the real property without an alleged construction defect.

D. The Trade Contractor shall observe all rules and regulations of the health department having jurisdiction and shall take precautions to avoid creating unsanitary conditions.

E. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Trade Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

F. The Trade Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Trade Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and temporary passageways as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.
G. Throughout the performance of the work or in connection with this Contract, the Trade Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Trade Contractors, or to the City.

H. In performing the work, the Trade Contractor shall take the necessary action, including making arrangements with the owners or operators of existing power, cable and telephone lines, fiber-optic and telemetry lines, gas, water, sewer and other utilities or installations that may be encountered, whether privately or publicly owned, to prevent interference with the conditions, operations and maintenance of the respective utilities in a manner satisfactory to the owners, or operators of the respective utilities. Relocation or repair of utilities encountered even though not shown on the plans, shall be the responsibility of the Trade Contractor. The cost of the above measures, including maintaining of guards, watchmen, signals, barricades and temporary structures, making any necessary repairs and other cooperative or corrective work shall be borne by the Trade Contractor and shall be included in the prices bid for the related items of work. Neither the Owner nor the Engineer shall be responsible to the Contractor for the existence of utilities not shown on the plans or drawings and the Trade Contractor remains obligated under this paragraph for all hidden utilities.

I. The Trade Contractor shall be responsible for the preservation of all private or public property along and adjacent to the work and shall take all necessary precautions to prevent damage or injury thereto. Such preservation and protection shall include but not be limited to, trees, stone walls, fences, mail boxes, monuments, irrigation ditches, driveways, road access culverts, underground pipelines and structures. Such preservation and protection shall apply to all underground pipelines and utilities whether public, private or individually owned that are in or adjacent to the right-of-way. When direct or indirect damage is done to public or private property on account of the act, omission, neglect or misconduct in the prosecution or non-prosecution of the work on the part of the Trade Contractor, such property shall be restored by the Trade Contractor at the Trade Contractor's expense to a condition similar or equivalent to that which existed before such damage or injury was done, and brought up to current codes if applicable. The Trade Contractor shall be responsible for making all arrangements at his own expense for moving and operating equipment at temporary crossings of telephone and transmission lines, railroad tracks, irrigation ditches and pipelines.

Section 9. Communication with the Owner and Engineer.

The Trade Contractor shall designate a responsible member of its organization at the site, whose duty shall be designated as the contact person for all communication between the Owner or Engineer and the Trade Contractor. Said designated representative shall also be responsible to attend such meetings, as may be required to insure coordination and adequate performance of the work.

Section 10. Scope of Work.

The scope of work is described in the Contract Documents which are appended hereto and incorporated herein by this reference as Exhibit A.
Section 11. Trade Contractor’s Responsibility.

A. The Trade Contractor shall be responsible for all the work under this Contract until completion and final acceptance by the Owner.

B. The Trade Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

C. The Trade Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee who obstructs the progress of the work through incompetence or other means or conducts himself improperly shall be discharged or removed from the work when so requested by the Owner. This section shall not create a duty for the Owner to evaluate or assess the competence or skills of the Trade Contractors employees.

D. The Trade Contractor warrants that all materials and equipment furnished and incorporated by him in the project shall be new, unless otherwise specified, and that all work under this Trade Contract shall be of good quality, free from fault and defects and in conformity with the Contract Documents. All work not conforming to these standards shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

E. The Trade Contractor agrees that if he should fail or neglect to prosecute the work diligently and properly, or fail to perform any provisions of this Trade Contract, that the Owner, after three (3) days written notice to said Trade Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due to the Trade Contractor pursuant to this Contract.

F. Tools furnished with any equipment may be used for erection purposes when approved by the Owner and shall be turned over to the Owner after completion of the erection in a condition acceptable to the Owner. In case of rejection by the Owner, the Trade Contractor shall replace the tool or tools at no extra cost to the Owner.

G. Upon completion and before final acceptance of the work, the Trade Contractor shall remove from the site of the work and property of the Owner, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the Owner.

H. The Trade Contractor shall keep one record set of the Contract Documents annotated to show all changes made during construction.

I. The Trade Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Trade Contractor.

J. Upon completion of the work, the Trade Contractor shall, at his or its expense, remove from the vicinity of the work, all plant, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his direction during construction, and in the event of his failure to do so, the same may be removed by the Owner and the Trade
Contractor, his Surety or Sureties, shall be liable for the cost thereof. Also during the construction of the work, the site, partially finished structures, and material stockpiles shall be kept in a reasonable state of order and cleanliness.

Section 12. Changes in the Work.

A. **CHANGES.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive, or Order for a Minor Change in the Work, subject to the limitations stated in this Article 3 and elsewhere in the Contract Documents.

1. A Change Order shall be based upon agreement among the Owner, Contractor, and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; a Field Order may be issued by the Engineer alone.

2. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Trade Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Field Order.

3. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted; provided however, that Owner may increase the number of units without change in the unit price if reasonable.

B. **CHANGE ORDERS.** The Contract Sum and the Contract Time may be changed only by Change Order. Methods used in determining adjustments to the Contract Sum may include those listed in Subsection C below. A Change Order is a written order to the Contractor, signed by the Contractor, the Owner and the Engineer, stating their agreement upon all of the following:

1. A change in the Work;

2. The amount of the adjustment in the Contract Sum, if any; and

3. The extent of the adjustment in the Contract Time, if any.

C. **CONSTRUCTION CHANGE DIRECTIVES** A Construction Change Directive is a written order directed to the Contractor and signed by the Owner and Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

1. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
2. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

   a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

   b. By unit prices stated in the Contract Documents or subsequently agreed upon;

   c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

   d. By the method provided in Subparagraph C.5.

3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the work involved and advise the Engineer and Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

4. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

5. If the Contractor does not respond promptly to the Construction Change Directive or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer or Owner on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a percentage fee for overhead and profit not to exceed five percent (5%) of such work’s actual cost for Contractor and ten percent (10%) of such work’s actual cost to be apportioned between any and all subcontractors and sub-subcontractors. For work performed by Contractor’s own forces, Contractor’s mark-up shall be limited to actual cost plus a percentage fee for overhead and profit not to exceed ten percent (10%). In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting of actual costs together with appropriate supporting data. For the purposes of this Subparagraph, actual costs shall be defined as and limited to the following:

   a. Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;

   b. Costs of materials, supplies, and equipment, including costs of transportation, whether incorporated or consumed;

   c. Reasonable rental costs of machinery and equipment, exclusive of hand tools, obtained and used specifically for such work, whether rented from the
Contractor or others; and

   d. Costs of premiums for all bonds (if any), permit fees, and sales, use or similar taxes directly attributable to such work. Actual cost does not include any item which could be deemed to be a general conditions cost or overhead, such as but not limited to, the cost of Contractor and Subcontractor supervision personnel assigned to the Work, and field office and related expenses.

6. Pending final determination of actual cost to the Owner, amounts not in dispute may be included in applications for payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of the net change, if any, with respect to that change.

7. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be determined in accordance with Article 3 hereof.

8. When the adjustments in the Contract Sum and Contract Time are determined as provided herein, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

D. MINOR CHANGES IN THE WORK

1. The Engineer and Owner will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2. The Owner may at any time as the need arises, order changes within the scope of work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, and equitable adjustment will be authorized by change order.

3. The Owner also may, at any time, by issuing a field order, make changes in the details of the work. The Trade Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Trade Contractor believes that such field order entitles him to a change in contract price or time, or both, in which event he shall give the Owner written notice thereof within ten (10) days after the receipt of the ordered change, and the Trade Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.


In case of conflict between this Contract, the general conditions of the contract for construction, and the supplementary conditions, this Contract will govern.
ARTICLE 4 – TRADE CONTRACTOR’S CONSTRUCTION SCHEDULE

Section 1. Preconstruction Conference.

A preconstruction conference shall be scheduled at the time the Notice of Award is issued. The Trade Contractor, at the preconstruction conference, shall prepare and submit for the Owner's and the Engineer's review and concurrence, a Trade Contractor's construction schedule for the Work, in such form and detail as the Owner may require. The schedule shall not exceed time limits under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for the expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days for submission to Engineer with Trade Contractor's applications for payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), the Trade Contractor shall submit to Engineer and Owner for their review and approval, a narrative description of the means and methods which Trade Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Trade Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Trade Contractor shall not be entitled to an adjustment in the Contract Sum or the Schedule.

Section 2. Schedule of Submittals.

The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

Section 3. Conformance to Schedule.

The Contractor shall conform to the most recent schedules.

ARTICLE 5 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice To Proceed.

B. The Trade Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Trade Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period.
such work is to be performed.

C. If the Trade Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner through a Change Order or Construction Change Directive, then the Trade Contractor shall pay to the Owner the amount of liquidated damages and not as penalty the sum of **One Thousand Six Hundred and no Dollars ($1,600.00)** for each calendar day that the Trade Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Owner will charge the Trade Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Owner in connection with any work accomplished after the specified completion date.

E. The Trade Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Trade Contractor has promptly given written notice of such delay to the Owner.

   1. To any preference, priority or allocation order duly issued by the Owner.

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

   3. To any delays of subcontractors occasioned by any of the causes specified in subparagraphs 1 and 2 of this paragraph F.

F. The Trade Contractor waives any right of recovery or reimbursement or by whatever name, as against the Owner or the Engineer, as a result of any delay or increase on overhead cost incurred by the Trade Contractor's association with any action or inaction on the part of any other trade contractor or supplier.

**ARTICLE 6 - CONTRACT SUM**

Section 1. Monthly or Progress Payments.

A. The City Council of the City of Black Hawk has appropriated the money necessary to fund this project. The Owner shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed **One Hundred Ninety Five Thousand Seven Hundred Twenty Five and no Dollars ($195,725.00)** (the “Original Contract Amount”). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement, to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the City of Black Hawk that lawful appropriations have been made by the City Council of the City of Black Hawk to cover the cost of the additional work.

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B. The Engineer has, by separate agreement with the Owner, agreed to include in its monthly work estimate to the Owner, a review of the Trade Contractor's estimates of the value of all work, labor, and materials of the Trade Contractor incorporated into the Project. The Trade Contractor hereby agrees that estimates provided to the Engineer for review for the Owner shall be for work actually performed upon the Project and that all such work, including labor and materials, have been paid. The determination of the amount of work completed on each application for payment by the Trade Contractor shall be reviewed and certified by the Engineer and shall thereafter be subject to approval by the Owner. Such determination, however, by the Engineer or approval by the Owner shall not be construed as acceptance of the work.

1. Before the first application for payment, the Trade Contractor shall submit to the Engineer and Owner a schedule of values to be allocated to the various portions of the Work, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to subcontractors, supported by such evidence of correctness as the Engineer may direct. This schedule, when approved by the Engineer, shall be used to monitor the progress of the Work and as a basis for making progress payments hereunder. Application for monthly progress payments shall be made in writing in accordance with this Contract and shall be submitted on approved forms provided by the Owner and shall be submitted to the Owner on or before the twentieth (20th) day of each month. Applications received on time will be paid on the twentieth (20th) day of the following month, providing that the Owner approves such recommendations of the Engineer. Applications received after the twentieth (20th) day of each month shall paid after the Owner's next pay period.

2. Pursuant to Colo. Rev. Stat. § 24-91-103, as may be amended, where the Original Contract Amount exceeds one hundred fifty thousand dollars ($150,000.00), the Owner may retain up to five percent (5%) of the calculated value of completed work from each progress payment up until the contract is completed satisfactorily and finally accepted by the Owner. If the Owner finds satisfactory progress is being made in any phase of the contract, the Trade Contractor may make written request of the Owner for payment of the withheld percentage. The Owner may agree to payment of the withheld percentage if the Owner finds satisfactory and substantial reasons exist for the payment. The Trade Contractor must provide written approval to the Owner from any surety furnishing bonds for the contract work in order to receive said payment of the withheld percentage.

3. Upon receipt of written notice from the Trade Contractor that his work is ready for final inspection and acceptance by the Owner and upon receipt of final application for payment, the Owner will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Owner finds that the work is acceptable under the Contract Documents, he will recommend to the Owner that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Trade Contractor submits to the Engineer an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the Owner, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and

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warranties, if any, have been provided to the Engineer for the use and benefit of the Owner. Should any subcontractor of the Trade Contractor or supplier of said Trade Contractor refuse to furnish any warranty and/or release or waiver, the Owner in its sole discretion, may refuse to certify final payment. The Trade Contractor may then furnish sufficient bonds satisfactory to the Owner to indemnify the Owner against any such liens.

4. Notwithstanding anything else to the contrary contained herein, such final payment by the Owner shall not be construed as a waiver of any claims affecting or arising from:
   a. Unsettled liens;
   b. Faulty or defective work appearing after substantial completion;
   c. Failure of the work to comply with the requirements of the Contract Documents;
   d. Terms of any special warranties required by the Contract Documents.

5. The acceptance by the Trade Contractor of final payment shall be and shall operate as a release to the Owner from all claims and all liability to the Trade Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Trade Contractor with the consent of the Owner. Any payment, however, final or otherwise, will not release the Trade Contractor or his sureties from any obligations under the Contract Documents or the performance bond and labor and material payment bond.

ARTICLE 7 - CORRECTION OF WORK

A. During the life of the Contract and for a period of two (2) years after final acceptance, the Trade Contractor shall promptly remove from the premises all work rejected by the Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Trade Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other trade contractors destroyed or damaged by such removal or replacement. The Owner, however, may at its discretion elect to accept an equitable reduction in price or a refund instead of correction of the condemned work.

B. All removal and replacement work shall be done at the Trade Contractor's expense. If the Trade Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials all at the expense of the Trade Contractor.

ARTICLE 8 - TEMPORARY FACILITIES AND SERVICES

Unless otherwise provided in this Contract, the Trade Contractor shall furnish and make available, at no cost, all temporary facilities, including sanitary facilities, all power needed for
heating and protection of facilities and work. It is the expressed intent of the parties that the Trade Contractor shall be responsible for and at its sole cost all heating and protection of facilities and work.

**ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Section 1. Indemnification.

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

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

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

Section 2. Insurance.

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

B. Trade Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Trade Contractor pursuant to Section 1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker’s Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of Five Hundred

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The Contractor, any claims resulting carried solely responsible employees, as additional insured(s), the Owner, whether private or governmental, the Owner's officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies), or entity(ies) deemed necessary by the Owner. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

D. The insurance provided by the Trade Contractor shall be primary to insurance carried by the Owner, the Engineer, and all other additional insureds, and the principal defense of any claims resulting from the Trade Contractor's obligations under the Contract shall rest with the Trade Contractor’s Insurer.
Section 3. Certificates of Insurance.

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

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

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

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

D. The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Owner, its officers or employees.

ARTICLE 10 - PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

The Trade Contractor shall within ten (10) days after the receipt of a notice of award, furnish the Owner with a performance bond and a payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Trade Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Trade Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Trade Contractor and a corporate bonding company licensed to transact such business in the State of Colorado and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Trade Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Colorado or is removed from the list of Surety Companies accepted on Federal Bonds, the Trade Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such
form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Trade Contractor. No further payments will be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

ARTICLE 11 – CLAIMS AND DISPUTES

A. Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term “claim” also includes other disputes between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

B. Decision of Engineer or Architect. Claims may, upon request of both the Contractor and the Owner, be referred initially to the Engineer or Architect for action as provided in Article 3, Section 12.

C. Time limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes, or reasonably should have recognized, the condition giving rise to the claim, whichever is later. An additional claim made after the initial claim has been implemented by change order will not be considered unless submitted in a timely manner.

D. Continuing Contract Performance. Pending final resolution of a claim, including litigation, unless otherwise directed by Owner in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

E. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

   1. Liens, claims, security interests, or encumbrances arising out of the Contract and unsettled;

   2. Failure of the Work to comply with the requirements of the Contract Documents;

   3. Terms of special warranties required by the Contract Documents; or

   4. Faulty or defective work appearing after Substantial Completion.

F. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the
conditions. Site conditions which an experienced and prudent contractor could have anticipated by visiting the site, familiarizing himself with the local conditions under which the Work is to be performed and correlating his observations with the requirements of the Contract Documents shall not be considered as claims for concealed or unknown conditions, nor shall the locations of utilities which differ from locations provided by the utility companies. The Engineer or Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor’s cost of, or the required time for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer or Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Engineer or Architect has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer or Architect for initial determination, subject to further proceeding pursuant to these Contract Documents.

G. Claims for Additional Cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Engineer or Architect. No such claim shall be valid unless so made. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer or Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer or Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner’s suspension, or (7) other reasonable grounds, claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order or Construction Change Directive.

H. Claims for additional time. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one claim is necessary.

I. Injury or damage to person or property. Subject to the Parties’ obligations and responsibilities under the Contract Documents in general and Article 9 hereof in particular, if either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party’s employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in Article 3, Section 12.

**ARTICLE 12 - RESOLUTION OF CLAIMS AND DISPUTES**

A. The Engineer (if the matter is referred to the Engineer for initial decision) will
review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Engineer expects to take action; (3) reject the claim in whole or in part, stating the reasons for rejection; (4) recommend approval of the claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

B. If a claim has been resolved, the Engineer (or at the Owner's option, Owner), will prepare or obtain appropriate documentation.

C. If a claim has not been resolved, the party making the claim shall within ten (10) days after the Engineer's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial claim; or (3) notify the Engineer that the initial claim stands.

D. If a claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days, which decision will be considered advisory only and not binding on the parties in the event of litigation in respect of the claim. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Trade Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the claim.

E. The dispute clause does not preclude the considerations of questions of fact or law in connection with decisions provided for in Paragraph A above. Nothing in this Agreement, however, shall be construed as making final a decision of an administrative official, representative or City Council on a question of fact or law.

F. As between the parties of this Agreement, as to all acts or failure to act by either party of this Agreement, any applicable statute of limitation shall commence to run from the date of the agreed party's discovery of such act or failure to act.

G. The Trade Contractor shall give written notice to the Owner within ten (10) days of any dispute/claim arising under this Contract upon which the Trade Contractor seeks compensation or change from the Contract Documents, otherwise the Trade Contractor's dispute/claim shall be deemed waived. Said ten (10) days written notice shall not be deemed to run from the date of discovery in this instance but from the date the dispute/claim has arisen.

**ARTICLE 13- TERMINATION**

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
B. This Agreement may be suspended or terminated in whole or in part, in writing, by the Owner for its convenience; provided that no such termination may be effected unless the Trade Contractor is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to suspend or terminate; and (2) an opportunity for consultation with the Owner prior to suspension or termination.

C. Suspension for Convenience: The Owner, for its own convenience, may suspend the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and the effective date of such suspension, and on the effective date thereof the Trade Contractor shall promptly suspend such work to the extent specified, and during the period of such suspension shall properly care for and protect all work and materials, housing and equipment on hand for construction under the contract. The Trade Contractor also shall promptly supply the Owner with copies of all outstanding orders for materials, equipment and services, and shall take such action relative to such orders as may be directed by the Owner. If the performance of the work is thus suspended, the Trade Contractor shall be entitled to be reimbursed for all additional expense incurred by reason of such suspension as agreed upon by the Trade Contractor and the Owner.

D. Termination for Convenience:

1. The Owner may for its own convenience terminate work under the contract in whole or in part at any time by written notice to the Trade Contractor. Such notice shall state the extent and effective date of such termination and on the effective date thereof, the Trade Contractor will, and as to the extent directed, stop work under the contract and the placement of further orders of subcontracts under the contract, terminate work under order and subcontracts under the contract, and take any necessary action to protect property in the Trade Contractor's possession in which the Owner has or may acquire an interest.

2. In the event of such termination, the Owner shall pay to the Trade Contractor: (1) its direct costs (excluding overhead) for all work done in conformity with the Contract to the effective date of such termination and (2) other costs pertaining to the work which the Trade Contractor may incur as a result of such termination, all as approved by the Owner plus ten percent (10%) of such costs (excluding costs under (2) above) for overhead and profit, provided, however, that in no event shall the total amount to be paid under this Article 13, Section D.(2) plus payments previously made, exceed the lesser of (a) the total aggregate contract price specified in the Trade Contract; or (b) that proportion of the aggregate total contract price specified in the date of termination bears to the entire work to be performed hereunder. Any payment under this Article 11, Section (2) shall be made upon the expiration of the period within which liens may be filed under the laws of the state of Colorado, subject, however, to withholding by the Owner for the reasons and in the manner provided in those provisions pertaining to withholding of payments for liens.

E. Termination for Default:

1. The Owner shall have the right to terminate the employment of the Trade Contractor after giving ten (10) days written notice of the termination to the Trade Contractor in the event of any default by the Trade Contractor. In the event of such
termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Trade Contractor whenever he shall:

a. Disregard or violate important provisions of the Contract Documents or the Owner's instructions, or fail to prosecute the work according to the agreement schedule of completion, including extensions thereof;

b. Fail to provide a qualified representative, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor; and

c. Fail to submit a completion schedule within fourteen (14) days after award of contract.

2. Upon termination of the contract by the Owner for default by the Trade Contractor, no further payments shall be due to the Trade Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Trade Contractor. If the cost of completing the work shall exceed the unpaid balance, the Trade Contractor shall pay the difference to the Owner. The amount of the cost incurred by the Owner in implementing the work, and the damage incurred through the Trade Contractor's default, shall be approved by the Owner.

3. The provisions of this Article 13, Section D.(2) shall not apply in the event of default of the Trade Contractor; provided, however, that the provisions of Article 13, Section D.(2) shall apply in the event of substantial failure by the Owner to fulfill its obligations under this Agreement.

ARTICLE 14 - SIMULTANEOUS WORK BY OTHERS

A. The Owner reserves the right to let other contracts in connection with this project. The Trade Contractor shall afford other trade contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

B. If the proper execution or results of any part of the Trade Contractor's work depends upon the work of any other trade contractor, the Trade Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. Failure of the Trade Contractor to so inspect and report defects shall constitute an acceptance of the other trade contractors' work as fit and proper for the addition of his work thereto, except as to defects which may develop in the other trade contractors' work after the execution of his work.

C. The Trade Contractor shall coordinate his operations with those of other trade contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

D. The Trade Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other trade contractors and shall notify the Engineer immediately
of lack of progress, defective workmanship, or lack of coordination on the part of other trade contractors. Failure of the Trade Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress, defective workmanship, or lack of coordination by others shall be construed as acceptance by him of the work and the status of work as being satisfactory for proper execution of his own work.

E. All materials and labor shall be furnished at such times as shall be for the best interest of all trade contractors concerned, to the end that the combined work of all may be properly and fully completed on time per this Trade Contractor Agreement.

F. Nothing herein shall be construed in any way as giving the Trade Contractor a claim as against the Owner and the Engineer resulting in any revised schedule based upon delay caused by any other trade contractor or supplier.

ARTICLE 15 - SUBCONTRACTING

A. The Trade Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

B. Before execution of the contract, the Trade Contractor shall submit the names of all subcontractors, including contact persons, phone numbers, email addresses, and addresses to the Engineer or Architect and Owner. The Trade Contractor shall also promptly notify all parties of any changes in subcontractors or subcontractor contact information.

C. The Trade Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

D. The Trade Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Trade Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Trade Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Trade Contractor under any provision of the Contract Documents.

E. Nothing contained in this Contract will create any contractual relation between any subcontractor and the Owner.

ARTICLE 16 - GUARANTY

A. The Trade Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of final acceptance of the Contract by the Owner that the work is free from all defects due to faulty materials or workmanship and that the Trade Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Trade Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Trade Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the
guarantee period.

B. Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item of equipment, material or portion of the work, such guarantee shall be submitted to the Owner and a written approval will be issued to the Trade Contractor before any such equipment, material or construction is ordered and incorporated in work by the Trade Contractor.

ARTICLE 17 - SALES TAX

The Trade Contractor and all of his subcontractors must make application to the Colorado State Department of Revenue for a certificate of exemption to permit the purchase of building materials for the construction of this project without payment of the sales tax. Prior to the start of construction, the Trade Contractor shall furnish copies of such certificates to the Owner. Applications and certificates must be on forms provided by the Department of Revenue.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

A. This Agreement is made and entered into subject and conformable to the laws of the State of Colorado and the Charter of the City of Black Hawk. To the extent any provision hereof is inconsistent with said laws and Charter, said laws and Charter shall control.

B. The Trade Contractor shall comply with all federal and state laws and local ordinances and regulations which affect those engaged or employed in the work or which affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, and shall at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall protect and indemnify the Owner and the Engineer against any claim or liabilities arising solely from or based solely on the violations of such law, ordinance, regulation, order or decree, whether by itself, its subconsultants, agents, or employees.

C. The Trade Contractor will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

D. In the event any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

E. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

F. The Owner and the Trade Contractor each binds itself and its partners, successors, executors, administrators, and assigns to this Agreement. Neither the Owner nor the Trade Contractor will assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

G. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as
H. Illegal Aliens.

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

2. Prohibited Acts. Trade Contractor shall not:

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

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

3. Verification.

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

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

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

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

      ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Trade Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

Rev. 04/2018
4. **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

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

I. **Keep Jobs in Colorado Act**

Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 et seq. (the “Act”) and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the “Rules”), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section “Colorado labor” means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars ($500,000) in the aggregate for any fiscal year.
ARTICLE 19 ATTACHMENTS, SCHEDULES AND SIGNATURES

It is further mutually agreed that this Agreement and the Contract Documents constitute the entire Agreement between the Owner and the Trade Contractor and supersede all prior or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written amendment.

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

CITY OF BLACK HAWK, COLORADO

By: ________________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONTRACTOR NAME

By: ________________________________
    Matthew Hunick

Name: ________________________________
Title: ________________________________

Utah                                               STATE OF COLORADO         )
                                              ) ss.
COUNTY OF ________________________________

The foregoing instrument was acknowledged before me this 16th day of April, 2018 by Matthew Hunick, as President of Hydro-Tech, Inc.

My commission expires: ________________________________

Witness my hand and official seal.

MICHAEL K. RUSSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 686338
COMM. EXP. 12-11-2019

Rev. 04/2018

33
PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Hydro-Tech, Inc.  
(Contractor)

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

Project Name Black Hawk City Hall Façade Restoration

Project No. ______________

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

Executed this 16th day of April, 2018.

Prospective Contractor: Hydro-Tech, Inc.

By: ________________________

Title: President
NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

__________________________  ______________
Signature                  Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

___________________________________________  ______________________________
Contractor Signature                              Date

STATE OF COLORADO)  )
COUNTY OF ________________)  ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _______________, ____, by ____________________________________________________________________ as ________________________________________________________________ of _____________________________.

My commission expires:

(SEAL)

Notary Public

Rev. 04/2018
### ACCEPTABLE DOCUMENTS FOR
### LAWFUL PRESENCE VERIFICATION

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

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

**OR**

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

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

**AND**

**Documents that Serve to Prove Identification:**

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

**Certificate Number:** 18-19 Master  
**Revision Number:**

**Date (MM/DD/YYYY):** 4/17/2018

**This Certificate is Issued as a Matter of Information Only and Confer No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

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

## Coverages

<table>
<thead>
<tr>
<th>Class</th>
<th>Type of Operation</th>
<th>Coverage</th>
<th>Policy Number</th>
<th>Policy Effective/Expiration</th>
<th>Limits</th>
<th>Description</th>
</tr>
</thead>
</table>
| A     | Commercial General Liability | Claims-Made | 4T-CO-325D7942-TIA-17 | 4/1/2018 to 4/1/2019 | EACH OCCURRENCE: $1,000,000  
DAMAGE TO RENTED PREMISES (Ex. occurrence): $300,000  
MED EXP (Any one person): $10,000  
PERSONAL & ADV INJURY: $1,000,000  
GENERAL AGGREGATE: $2,000,000  
PRODUCTS - COMPO/PROC AGG: $2,000,000  
|     | Blanket All |וקר | | | |
|     | Blanket Wes | | | | |

| B     | Automobile Liability | |  
|       | Any Auto | |  
|       | All Owned Autos | |  
|       | SCHEDULED AUTOS | |  
|       | NON-OWNED AUTOS | |  
|       | Hired Autos | |  
|       | | | | |
|       | Umbrella Liability | OCCUR | |  
|       | Excess Liability | CLAIMS-MADE | | |

| C     | Workers Compensation and Employers Liability | |  
|       | Any Proprietor/Partner/Executive Officer/Member Excluded? | |  
|       | (Mandatory in NH) | |  
|       | Y/N |  
|       | 3206900 | |  
|       | | | | |

| A     | Leased/Rented Equipment | |  
|       | | | $250,000  
Deductible: $1,000 |

## Certificate Holder

City of Blackhawk  
PO Box 68  
Blackhawk, CO 80422

## Cancellation

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

Authorized Representative: M. Stallings/WASTAL

© 1988-2014 ACORD Corporation. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provisions under the following:

GENERAL DESCRIPTION OF COVERAGE

This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement. If the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the "Covered Items of Your Policy Carefully to Determine Rights, Duties, and What is and is not Covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
E. TRAILERS – INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE – GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who is an Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, if it is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or owned under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For "Hired Auto Physical Damage Coverage, the following are deemed to be covered "auto's" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

...
D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

   (2) Up to $3,000 for cash, all bail bonds (including zones for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4. Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent, or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent, or borrow is the lesser of:

   (a) $50,000;

   (b) The actual cash value of the damaged or stolen property as of the time of the "loss";

   (c) The cost of repairing or replacing the damaged or stolen property with other property all like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a "total loss".

(3) If a repair or replacement results in a total value under $500, we will not pay for the amount of labor.

(4) A deductible equal to the highest "physical damage" deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

   (a) Any "auto" that is hired, rented, or borrowed with a driver; or

   (b) Any "auto" that is hired, rented, or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a. Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to $50 per day to a maximum of $500 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.1.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D. Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4. Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductible applies to Personal Property coverage.
K. AIRBAGS

The following is added to Paragraph B.3. Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraph's A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4. Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits required by the lessee;

(d) Costs for extended warranties. Credit life insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

<table>
<thead>
<tr>
<th>CANCELLATION:</th>
<th>Number of Days Notice of Cancellation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

PERSON OR ORGANIZATION:
SEE CA T8 04

ADDRESS:
1313 NORTH 300 WEST
LEHI, UT 84043

PROVISIONS:
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

IL T4 05 03 11 - DESIGNATED ENTITY

IT IS AGREED THAT:

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THE POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE ENDORSEMENT ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

EFFECTIVE DATE 04-01-15  EXPIRATION DATE 04-01-16
PAGE 0001  DATE OF ISSUE 04-14-15
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: 4T-CO325D7942-TIA-16

ISSUE DATE 04/01/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

General Aggregate Limit(s):
GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.

2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A. for damages or under COVERAGE C, for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

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**CG D2 11 01 04**  Copyright, The Travelers Indemnity Company, 2004  Page 1 of 2
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under Coverage B; and
   b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the SCHEDULE above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.

   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
COMMERCIAL GENERAL LIABILITY

i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3 above.

5. The following definition is added to SECTION V.

- DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:
(a) Chartered with a pilot to any insured;
(b) Not owned by any insured; and
(c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to “premises damage”. Exclusion f.(1)(a) does not apply to “premises damage” caused by:

(a) Fire;
(b) Explosion;
(c) Lightning;
(d) Smoke resulting from such fire, explosion, or lightning; or
(e) Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to “premises damage” as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.
3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:
Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.
The Damage To Premises Rented To You Limit will be:
a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:
"Premises damage" means "property damage" to:
a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGE A AND B of SECTION I – COVERAGE:

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

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:
"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.1. of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGE – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:
"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS
The following replaces Paragraph 4. of SECTION III – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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

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

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES
The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.
G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required
by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2, Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1, or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers’ compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6, Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:
CONTINUED ON IL T8 03
LEHI
UT
84043

PROVISIONS:
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
Performance Bond

CONTRACTOR:
(Name, legal status and address)
Hydro-Tech, Inc.
1313 North 300 West
Lehi, Ut  84043

SURETY:
(Name, legal status and principal place of business)
The Guarantee Company of North America USA
One Towne Square Ste 1470
Southfield, MI  48076

OWNER:
(Name, legal status and address)
City of Black Hawk
P.O. Box 68
Black Hawk, CO  80422

CONSTRUCTION CONTRACT
Date:

Amount: **One Hundred Ninety-Five Thousand Seven Hundred Twenty-Five Dollars and No/100** (**$195,725.00**) 
Description:
(Name and location)
Black Hawk City Hall Facade Restoration

BOND
Date: 04/16/2018
(Not earlier than Construction Contract Date)

Amount: **One Hundred Ninety-Five Thousand Seven Hundred Twenty-Five Dollars and No/100** (**$195,725.00**)

Modifications to this Bond:  ☒ None  ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Hydro-Tech, Inc.

Signature:  
Name and Title:  

SURETY
Company: (Corporate Seal)
The Guarantee Company of North America USA

Signature:  
Name and Title:  David T. Smedley, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Leavitt Ins. & Central Bond Services, Inc.
6268 S. 900 E. Ste 250
Salt Lake City, Utah  84121
(801)566-7272

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Walker Consultants

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety’s liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: ____________________________
Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________

SURETY
Company: ____________________________
Signature: ____________________________
Name and Title: ____________________________
Address: ____________________________

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
Payment Bond

CONTRACTOR:
(Name, legal status and address)
Hydro-Tech, Inc.
1313 North 300 West
Lehi, Ut 84043

OWNER:
(Name, legal status and address)
City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422

CONSTRUCTION CONTRACT
Date:

Amount: **One Hundred Ninety-Five Thousand Seven Hundred Twenty-Five Dollars and No/100** (**195,725.00**) 
Description:
(Name and location)
Black Hawk City Hall Facade Restoration

BOND
Date: 04/16/2018
(Not earlier than Construction Contract Date)

Amount: **One Hundred Ninety-Five Thousand Seven Hundred Twenty-Five Dollars and No/100** (**195,725.00**) 
Modifications to this Bond: □ None □ See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Hydro-Tech, Inc.
Signature: [Signature]
Name and Title: [Name and Title]

SURETY
Company: (Corporate Seal)
The Guarantee Company of North America USA
Signature: [Signature]
Name and Title: [Name and Title]

AGENT or BROKER:
Leavitt Ins. & Central Bond Services, Inc.
6268 S. 900 E. Ste 250
Salt Lake City, Utah 84121
(801)566-7272

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Walker Consultants

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety’s obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety’s obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety’s failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety’s total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner’s priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: [signature]

(Corporate Seal) Company: [signature]

(Corporate Seal)

Signature: __________________________
Name and Title: ______________________
Address: __________________________

Signature: __________________________
Name and Title: ______________________
Address: __________________________

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init. __________________________

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David T. Smedley, Alan C. Anderson, Michael R. Vowles, Robyn B. Jensen, Danise Worwood, Brett Palmer
Leavitt Insurance & Central Bond Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer
Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of said Company this 16th day of April, 2018

Randall Musselman, Secretary
RESOLUTION 30-2018
A RESOLUTION
APPROVING THE
REVISED TITLE VI PLAN
FOR THE BLACK HAWK
CENTRAL CITY
TRAMWAY OPERATIONS
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 30-2018  

TITLE: A RESOLUTION APPROVING THE REVISED TITLE VI PLAN FOR THE BLACK HAWK CENTRAL CITY TRAMWAY OPERATIONS  

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

Section 1. The City Council hereby approves the Title VI Plan, as revised, for the Black Hawk Central City Tramway Operations, attached hereto as Exhibit A, and incorporated herein by this reference.  

Section 2. This Title VI Plan supersedes and replaces the Title VI Plan previously approved by the City for the Black Hawk Central City Tramway Operations.  

RESOLVED AND PASSED this 25th day of April, 2018.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, CMC, City Clerk
PART ONE: Introduction

The City of Black Hawk, operating the BH & CC Tramway (Tramway), prepared this Title VI Public Notice of Rights and Complaint Process in compliance with the Title VI Circular 4702.1B. There is no history of and or active investigations, lawsuits and/or complaints concerning Civil Rights Compliance.

Transit service operates as a deviated fixed route with a maximum of three vehicles in service at any given time. Service is provided seven days a week from 10 am to 2:30 am Monday through Thursday and 10 am to 3:30 am Friday through Sunday. All vehicles in the fleet are wheelchair accessible and all stops provide access for mobility devices. A person with a mobility limitation needing curb-to-curb service will be accommodated by a deviation of the route service vehicle as needed. An ADA Service Plan has been prepared supported by both an ADA Comment Form and a Deviation Service Request to facilitate access to curb-to-curb service. Requirements of FTA Circular IV-4 includes “providers of public transportation that operate fixed route and demand response service, or only fixed route service, are responsible for additional reporting requirements. These requirements only apply to fixed route service.” Based on this, the Tramway has developed system-wide standards and policies as required for providers that operate less than 50 vehicles on fixed route service.

No sub-recipients are active in providing transit services. All service is provided and facilities are located within the city limits of Black Hawk and Central City.

The Tramway is governed by the elected City Council and currently includes six males and one female. No non-elected committees and/or councils are authorized to direct policy or operations of transit service. This plan has been approved by City Council at a regularly scheduled meeting.

No Fixed Facilities are being proposed. Therefore, no information about the siting of a facility has been included.

PART TWO: Public Notice of Rights

The following statement shall be posted on site at the Tramway office, on the Tramway website (www.cityofblackhawk.org); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: (Documents will be translated into languages other than English, upon request.)

Non-Discrimination - Your Rights under Title VI of the Civil Rights Act of 1964
The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. The BH & CC Tramway operates without regard to race, color, and national origin. Any person, who believes the BH & CC Tramway has violated his /her Title VI protections, should contact the Tramway at 303-582-1324, tisbester@cityofblackhawk.org. The BH & CC Tramway has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to BH & CC Tramway’s customers upon request. The BH & CC Tramway’s Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting the BH & CC Tramway Department at the above-noted information. For Federal Title VI information please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI
EXHIBIT A

information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

PART THREE: Complaint Process and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the Tramway. All Title VI obligations and complaint procedures will be translated into other languages as needed.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Tramway may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The City will prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

The following measures will be taken to resolve Title VI complaints:

1) A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant’s name, address and telephone number; name of alleged discriminating official, basis of complaint (race, color, national origin), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The Tramway strongly encourages the use of the attached BH & CC Tramway Title VI Complaint Form when filing official complaints.

The preferred method is to file your complaint in writing using the BH & CC Tramway Title VI Complaint Form, and sending it to:

Title VI Coordinator
Public Works Department
BH & CC Tramway
P.O. Box 68, 987 Miners Mesa Road
Black Hawk, CO 80422

or

CDOT
Civil Rights Office
Civil Rights and Business Resource Center
4201 East Arkansas Avenue
Denver, CO 80222
303-512-4144
2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Tramway Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Tramway Title VI Coordinator will assist the Complainant in converting the verbal allegations to writing.

3) When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the Complainant, within ten (10) calendar days by registered mail.

4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

5) Within 15 calendar days from receipt of a complete complaint, the Tramway will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the Transportation Director or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
   a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
   b. If the complaint is to be investigated, the notification shall state the grounds of the Tramway’s jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6) When the Tramway does not have sufficient jurisdiction, the Transportation Director or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

7) If the complaint has investigative merit, the Transportation Director or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Transportation Director within 60 calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.

8) The Transportation Director or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.

9) If the Complainant is dissatisfied with the Tramway’s resolution of the complaint, he/she has the right to file a complaint with the CDOT Civil Rights and Business Resources Center or FTA Region 8 Civil Rights Officer. (Contact information in Section 1)

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1B, Chapter IX.
Title VI Complaint Form

Instructions: If you would like to submit a Title VI complaint to the BH & CC Tramway, please fill out the form below and send it to: BH & CC Tramway, Attn: Title VI Coordinator, P.O. Box 68, 987 Miners Mesa Road, Black Hawk, CO 80422. For questions or a full copy of Tramway's Title VI policy and complaint procedures call 303-582-1324 or email tisbester@cityofblackhawk.org.

Section I:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone (Home):</td>
</tr>
<tr>
<td>Telephone (Work):</td>
</tr>
</tbody>
</table>

Electronic Mail Address:

<table>
<thead>
<tr>
<th>Accessible Format Requirements?</th>
<th>Large Print</th>
<th>Audio Tape</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TDD</td>
<td>Other</td>
</tr>
</tbody>
</table>

Section II:

Are you filing this complaint on your own behalf?  Yes*  No

*If you answered "yes" to this question, go to Section III.

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes  No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

[ ] Race  [ ] Color  [ ] National Origin

Date of Alleged Discrimination (Month, Day, Year): ______

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

____________________________________________________________________________
____________________________________________________________________________

Section IV

Have you previously filed a Title VI complaint with this agency?  Yes  No
### Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

[ ] Yes  [ ] No

If yes, check all that apply:

[ ] Federal Agency: ______________________
[ ] Federal Court ______________________  [ ] State Agency ______________________
[ ] State Court ______________________  [ ] Local Agency ______________________

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

### Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

______________________________  ______________________
Signature  Date

Please submit this form in person at the address below, or mail this form to:

BH & CC Tramway Title VI Coordinator
P.O. Box 68, 987 Miners Mesa Road
Black Hawk, CO 80422

For assistance contact 303-582-1324
PART FOUR Public Participation

Public Participation Plan (PPP)

The BH & CC Tramway Public Participation Plan (PPP) describes how the Tramway communicates and distributes information to the public as well as how the public can interact and provide comments to the Tramway. The needs of those traditionally underserved by the existing system will be sought and considered by the transit system.

Through its public involvement efforts, the Tramway will strive to achieve the following Title VI and Environmental Justice (EJ) goals:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations.
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

Title VI states that no person shall, on the ground of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Tramway will ensure that the input and feedback from all people will be considered in the development of Tramway planning documents and activities.

EJ concerns and goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

The following actions relating to Environmental Justice and Title VI are meant to reduce the barriers for participation in the decision-making process by low income, minority or disabled individuals.

1. When possible, public meetings will be held in locations that are convenient to low and moderate income neighborhoods and accessible to disabled populations. Such locations include community centers, senior centers and schools. Where possible, Tramway staff will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.
2. Upon request, all Tramway work products and documents will be made available in alternative formats, including Braille, large type and languages other than English.
3. The following statement will be included in all Tramway documents: The Tramway does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the provision of services. This document can be made available in alternative formats by calling the Public Works Office at 303-582-1324.
4. The following statement will be included in all meeting announcements:
   If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Public Works Administrative Assistant at P.O. Box 68, 987 Miners Mesa Road, 303-582-1324, at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Public Works Administrative Assistant if a summary or other type of accessible format is needed.
5. Agencies and organizations that represent low income, minority and disabled populations will be identified and included in Tramway mailings. Staff will maintain an active listing of contacts for these organizations.

6. The Tramway will evaluate Environmental Justice actions and Title VI requirements on an annual basis to ensure effectiveness of public involvement. This document will be reviewed and updated in conjunction with the Public Participation Plan.

Communication and Notification to the Public

All members of the public are ensured protections against discrimination which are afforded to them by Title VI. To ensure open communication with the public, the Tramway will adhere to the following requirements:

● The Tramway will disseminate agenda and public meeting information to members of the public via accessible printed and electronic media, including postings on the transit’s website and in the Weekly Register Call. Documents and agendas will be available at the Public Works Office 987 Miners Mesa Road.

● Public notices of Tramway meetings will be posted at the location of the meeting site.

● In appropriate documents, the Tramway will include a statement that the organization complies with Title VI by assuring that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Tramway transit program, activity, or service.

PART FIVE  System-Wide Service Standards/Policies

Service Standards and Policies have been developed to assure that frequency of service, age and quality of vehicles assigned to routes, quality of stations and location of routes are not determined on the basis of race, color, or national origin. No person will be excluded from participation or denied benefits of the service based on race, color or national origin.

Service Standards:

Vehicle Load:

Vehicle loads will be determined by the seating capacity of specific vehicles: All vehicles are equipped with standee bars/rails.

<table>
<thead>
<tr>
<th></th>
<th>Off Peak</th>
<th>Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cutaway</td>
<td>14</td>
<td>18</td>
</tr>
<tr>
<td>Mid-Size</td>
<td>23</td>
<td>30</td>
</tr>
<tr>
<td>Large</td>
<td>28</td>
<td>36</td>
</tr>
</tbody>
</table>

Headway:

Headway standards are related to vehicle load experience. Weekdays, Monday through Thursday, service is provided by one vehicle with an approximate headway of 30 minutes. Weekends, Friday through Sunday and Holidays, service is provided by two vehicles with an approximate headway of 20 minutes.
EXHIBIT A

On Time Performance:

On-time performance is based on the continual completion of the circuit within the predicted 20 or 30 minutes. On the weekends with two vehicles in service, drivers communicate location via on board radios to maintain spacing. Because there are no scheduled times for each stop, this is the most effective way to measure on time performance. System operates continuously during the service hours.

Service Availability Standards:

The system operates a single loop service with stops at a majority of the service area businesses. Stops have been located to equalize the distance between stops and accommodate the densely populated locations.

Service Policies

Distribution of Transit Amenities:

Bus stop signs are located along the route. The signs are provided by each of the respective City’s (Black Hawk and Central) and are similar in each City.

Printed information is available on each vehicle. Also posted on each vehicle are route maps and visitor information. Next vehicle arrival time technology was installed for several years. However, due to geographical constraints as well as unreliable G.P.S. and cellular technology interfered with the effectiveness. Video technology, available on all vehicles, is used to provide current information.

Waste receptacles are placed throughout the City.

No shelters or other amenities are provided.

Vehicle Assignment

The average age of the vehicles is 2 to 3 years. Vehicles are assigned based on capacity required (i.e. smaller vehicles on weekdays, larger vehicles on weekends). All vehicles have similar technology such as video capacity.
PARTSIX: Limited English Proficiency Plan

I. INTRODUCTION
This Limited English Proficiency (LEP) Plan, for the City of Black Hawk/dba BH & CC Tramway has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall “on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Federal Executive Order No. 13166, issued in August 2000 by President Clinton, "Improving Access to Services for Persons with Limited English Proficiency," was created to "... improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English proficiency (LEP)..." President Bush affirmed his commitment to Executive Order 13166 through a memorandum issued on October 25, 2001, by Assistant Attorney General for Civil Rights, Ralph F. Boyd, Jr. and Acting Assistant Attorney General, Loretta King directed a strengthening of enforcement of Title VI in a memorandum dated July 10, 2009.

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the Colorado Department of Transportation (CDOT), this Limited English Proficiency (LEP) Plan for the City of Black Hawk has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. POLICY
It is the policy of the City of Black Hawk to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The City of Black Hawk will, to the maximum extent feasible in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided.

The City of Black Hawk will comply with the “safe harbor” concept as it applies to the translation written of documents when certain thresholds (below) are exceeded. Oral interpretation may be acceptable access when the translation of documents becomes burdensome as to defeat the legitimate objectives of a program. At this time, no population group served by the City meets the Safe Harbor guidelines. (see pg. 10) Safe Harbor guidelines include:

<table>
<thead>
<tr>
<th>Size of Language Group</th>
<th>Recommended provision of written language assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000 or more in eligible population in the market area or among current beneficiaries.</td>
<td>Translated vital documents.</td>
</tr>
<tr>
<td>More than 5% of the eligible population or beneficiaries and more than 50 in number.</td>
<td>Translated vital documents.</td>
</tr>
<tr>
<td>More than 5% of the eligible population or beneficiaries and 50 or less in number.</td>
<td>Translated written notice of right to receive free oral interpretation of documents</td>
</tr>
<tr>
<td>% % or less of the eligible population or beneficiaries and less than 1,000 in number</td>
<td>No written translation is required.</td>
</tr>
</tbody>
</table>
EXHIBIT A

III. LIMITED ENGLISH PROFICIENCY NEEDS OF AREA

The Four-Factor Analysis developed by the FTA requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

Factor 1. Number and Percentage of LEP Persons in Our Area

1. Permanent Population

Because of the regional draw of the gaming industry, CDOT has recommended that the population data for multiple Front Range Counties/Major Cities be utilized.

<table>
<thead>
<tr>
<th>Data Category</th>
<th>Adams County</th>
<th>Arapahoe County</th>
<th>Boulder County</th>
<th>Gilpin County</th>
<th>Douglas County</th>
<th>Jefferson County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population (5 years old &amp; older)</td>
<td>396,285 100</td>
<td>523,128 100</td>
<td>276,549 100</td>
<td>5,001 100</td>
<td>258,481 100</td>
<td>501,761 100</td>
</tr>
<tr>
<td>Population Speaking English &quot;Not Well&quot; or &quot;Not at All&quot; Spanish</td>
<td>31204 8%</td>
<td>27279 5%</td>
<td>9133 3%</td>
<td>29 1%</td>
<td>2589 1%</td>
<td>7411 1%</td>
</tr>
<tr>
<td>Population Speaking English &quot;Not Well&quot; or &quot;Not at All&quot; Other Indo-European</td>
<td>3222 10%</td>
<td>4285 16%</td>
<td>842 9%</td>
<td>0 0%</td>
<td>753 29%</td>
<td>1728 23%</td>
</tr>
<tr>
<td>Other</td>
<td>1313 4%</td>
<td>2047 8%</td>
<td>622 7%</td>
<td>0 0%</td>
<td>439 17%</td>
<td>957 13%</td>
</tr>
<tr>
<td>Total</td>
<td>31204 100%</td>
<td>27279 100%</td>
<td>9133 100%</td>
<td>29 100%</td>
<td>2589 100%</td>
<td>7411 100%</td>
</tr>
</tbody>
</table>

Source: U.S. Census American Community Survey 2007-2011 estimates, population 5 years old and older, speaking another language in the home, who speak English "Not well" or "Not at All."

While permanent population would not be sufficient to require alternative language access, the Front Range populations will be considered.
Visitor Population

Based on a summary of the information provided, a summary of the LEP status of potential visitors to Black Hawk was prepared.

Population Not Speaking English Well or Not At All with Alternative Language

<table>
<thead>
<tr>
<th>County/Major City</th>
<th>Spanish</th>
<th>Indo-European</th>
<th>Asian</th>
<th>Other</th>
<th>Non-English Speaking Well Total</th>
<th>Total Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams</td>
<td>26,402</td>
<td>1,313</td>
<td>3,222</td>
<td>267</td>
<td>31,204</td>
<td>396,285</td>
</tr>
<tr>
<td>Arapahoe</td>
<td>19,255</td>
<td>2,047</td>
<td>4,285</td>
<td>1,692</td>
<td>27,279</td>
<td>523,128</td>
</tr>
<tr>
<td>Boulder</td>
<td>7,655</td>
<td>622</td>
<td>842</td>
<td>14</td>
<td>9,133</td>
<td>273,549</td>
</tr>
<tr>
<td>Gilpin</td>
<td>29</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>29</td>
<td>5,001</td>
</tr>
<tr>
<td>Douglas</td>
<td>1,381</td>
<td>439</td>
<td>753</td>
<td>16</td>
<td>2,589</td>
<td>258,481</td>
</tr>
<tr>
<td>Jefferson</td>
<td>4,594</td>
<td>957</td>
<td>1,728</td>
<td>132</td>
<td>7,411</td>
<td>501,761</td>
</tr>
<tr>
<td>Aurora</td>
<td>21,267</td>
<td>933</td>
<td>3,332</td>
<td>1,238</td>
<td>26,770</td>
<td>292,048</td>
</tr>
<tr>
<td>Black Hawk</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>106</td>
</tr>
<tr>
<td>Boulder</td>
<td>1,650</td>
<td>200</td>
<td>152</td>
<td>-</td>
<td>2,002</td>
<td>93,394</td>
</tr>
<tr>
<td>Central City</td>
<td>21</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>21</td>
<td>508</td>
</tr>
<tr>
<td>Lakewood</td>
<td>2,423</td>
<td>154</td>
<td>838</td>
<td>25</td>
<td>3,440</td>
<td>134,492</td>
</tr>
<tr>
<td>Longmont</td>
<td>4,823</td>
<td>136</td>
<td>133</td>
<td>9</td>
<td>5,101</td>
<td>78,842</td>
</tr>
<tr>
<td></td>
<td>89,500</td>
<td>6,801</td>
<td>15,285</td>
<td>3,393</td>
<td>114,979</td>
<td>2,557,595</td>
</tr>
<tr>
<td></td>
<td>78%</td>
<td>6%</td>
<td>13%</td>
<td>3%</td>
<td>(of Total)</td>
<td></td>
</tr>
</tbody>
</table>

It is reasonable to assume these language needs would be relevant to visitors to the community.

2. Summary

In Summary, the total LEP population is less than 5%. Of the total population only 4% reported speaking English “not well” or “not at all.” However, the total of this population would be over 100,000 persons. Spanish language is the predominant alternate language.

Factor 2 & 3 Nature, Frequency and Importance of LEP Contact

1. Nature of Contact

The Tramway provides deviated fixed route service throughout the community. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. Service is provided seven days a week for extended hours. No fares are collected.

Contacts with all riders as well as LEP persons include:

- A printed information sheet is provided outlining the details of the service. This brochure is available in both English and Spanish.
- Routes do not operate with timed stops; it operates on a continuous route with an interval varying between 20 and 30 minutes depending on the time of day and day of week.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.

2. Frequency of Contact
EXHIBIT A

It has been determined through both on-board and in-casino surveys that the average guest visited 2 to 3 casinos per visit. Rides are short – generally around four blocks. Each bus carried an average of 25 riders per hour. Based on driver feedback, there are minimal requests for alternate language information.

3. Importance of Contact
In rating the importance of current contacts or potential contacts with LEP individuals, the Black Hawk Tramway is taking the position that all riders are important and while there are minimal requests for alternate languages, this service will be provided.

Factor 4. Resources Available for LEP Outreach

The Tramway will allocate the necessary resources for LEP outreach. At this time it includes translation service ($500) and website enhancement ($500).

IV. LANGUAGE ASSISTANCE PLAN

A. How Will You Identify LEP Persons Who Need Language Assistance?

- Driver Team will be front line for identifying needs
- Casino Association will be advised of access to alternate languages if needed.
- City Council will be advised of plan.

B. How Will You Identify Language Assistance Measures?

- Actively review additional options for providing service.

C. How Will Your Staff Be Trained?

- Driver Team training provided by MV Transit includes module on Limited English Proficiency riders as well as Customer Service standards.
- Fleet Maintenance Shop closely monitors operations
- Public Works Office receives and responds to all Customer Service issues.

D. What Will Be Your Outreach Efforts?

- Brochure is currently translated to Spanish and updates will be provided when needed. Drivers have access to the manual Basic Spanish for Transit Employees, prepared by CDOT, Colorado Mountain College, and Roaring Forks Transit Agency.

E. What Is Your Monitoring and Updating Plan?

- Request routine feedback from Driver Team contractor concerning any increased demand/incidents of needing information.
- Update brochure in alternate languages as needed.

F. How Will You Disseminate Your LEP Plan?

- Copies will be provided to Driver Team Supervisors
- Driver Team has Spanish Language Brochures and Handbook.
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 30-2018 a Resolution approving the revised Title VI plan for the Black Hawk Central City Tramway operations.

RECOMMENDATION:
The recommended motion is as follows: “Motion to Approve Resolution 30-2018, A Resolution Approving the Revised Title VI Plan for the Black Hawk Central City Tramway Operations.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Recently staff submitted a Title VI plan for your approval as that was a requirement prior to submission to CDOT. The staff at CDOT requested that we supplement the plan with some additional information due to the fact that our system operates as a hybrid of several different types of systems that have differing requirements. That information has been submitted and they appear to be happy with it. However, they have asked that the Board having authority approve the revised plan. The changes specifically center around service standards, part 5 in the plan.

FUNDING SOURCE: 204-4801-481-33-19 Transportation

WORKSHOP DATE: April 13, 2016

ORIGINATED BY: Tom Isbester

STAFF PERSON RESPONSIBLE: Tom Isbester

PROJECT COMPLETION DATE: N/A

DOCUMENTS ATTACHED: Title VI Program for BH&CC Tramway Ops

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

SUBMITTED BY: Reviewed by:
Thomas Isbester, Public Works Director Jack D. Lewis, City Manager
RESOLUTION 31-2018
A RESOLUTION APPROVING CHANGE ORDER #25 IN THE TOTAL AMOUNT OF $300,285.22, AND PROVIDING FOR THE FINAL RECONCILIATION OF THE GREGORY STREET RELOCATION PROJECT
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 31-2018

TITLE: A RESOLUTION APPROVING CHANGE ORDER #25 IN THE TOTAL AMOUNT OF $300,285.22, AND PROVIDING FOR THE FINAL RECONCILIATION OF THE GREGORY STREET RELOCATION PROJECT

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

Section 1. The City Council hereby approves Change Order #25 in the total amount of $300,285.22, of which $144,727.09 has been reimbursed by the Black Hawk-Central City Sanitation District, for a total amount payable by the City of $155,558.13 for the final reconciliation of the Gregory Street Relocation Project.

RESOLVED AND PASSED this 25th day of April, 2018.

_______________________________
David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: Approve Resolution 31-2018, a Resolution approving Change Order #25 for the Gregory Street Relocation project.

RECOMMENDATION:
If City Council chooses to approve Resolution 31-2018, a Resolution approving Change Order #25 for the Gregory Street Relocation project, the recommended motion is as follows: “Approve Resolution xx-2018, a Resolution approving Change Order #25 for the Gregory Street Relocation project, in the amount of $300,285.22.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The contract for the Gregory Street Relocation project is a unit price contract with projected quantities calculated by the design team. 116 line items were included within the original contract and nine more unit price line items were added with Change Order #1. In 63 of these categories, the actual quantities differ from the projections. The purpose of Change Order #25 is to reconcile these differences and close out the project.

FUNDING SOURCE: Gregory St. Redevelopment Contingency Funds: (305-3101-4317514)

WORKSHOP DATE: April 25, 2018

ORIGINATED BY: Matt Reed

STAFF PERSON RESPONSIBLE: Matt Reed

PROJECT COMPLETION DATE: Project closeout completed by May 31, 2018

DOCUMENTS ATTACHED: Change Order #25 and itemized quantity and cost variances

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

SUBMITTED BY: 

REVIEWED BY: 

Thomas Isbester, Public Works Director 

Jack D. Lewis, City Manager
The Contract Documents are modified as follows upon execution of this Change Order:

**Description:** Final Reconciliatory Change Order to Adjust Quantities from Predicted to Actual.

**Attachments:** None.

### CHANGE IN CONTRACT PRICE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price</td>
<td>$7,765,950.50</td>
</tr>
<tr>
<td>Change from previously approved Change Orders No.</td>
<td>$468,884.31</td>
</tr>
<tr>
<td>to No. 24</td>
<td></td>
</tr>
<tr>
<td>Contract Price prior to this Change Order</td>
<td>$8,234,834.81</td>
</tr>
<tr>
<td>Increase of this Change Order</td>
<td>$300,285.22</td>
</tr>
<tr>
<td>Contract Price incorporating this Change Order</td>
<td>$8,535,120.03</td>
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</table>

### CHANGE IN CONTRACT TIME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Time</td>
<td></td>
</tr>
<tr>
<td>Final completion date</td>
<td>29-Sep-17</td>
</tr>
<tr>
<td>Ready for final payment date</td>
<td>29-Sep-17</td>
</tr>
<tr>
<td>Change from previously approved Change Orders No.</td>
<td></td>
</tr>
<tr>
<td>to No. 24</td>
<td></td>
</tr>
<tr>
<td>Final completion (days):</td>
<td>126</td>
</tr>
<tr>
<td>Ready for final payment (days):</td>
<td>126</td>
</tr>
<tr>
<td>Contract Time prior to this Change Order</td>
<td></td>
</tr>
<tr>
<td>Final completion date</td>
<td>2-Feb-18</td>
</tr>
<tr>
<td>Ready for final payment date</td>
<td>2-Feb-18</td>
</tr>
<tr>
<td>Change of this Change Order</td>
<td></td>
</tr>
<tr>
<td>Final completion (days):</td>
<td>0</td>
</tr>
<tr>
<td>Ready for final payment (days):</td>
<td>0</td>
</tr>
<tr>
<td>Contract Time with all approved Change Orders</td>
<td></td>
</tr>
<tr>
<td>Final completion date</td>
<td>2-Feb-18</td>
</tr>
<tr>
<td>Ready for final payment date</td>
<td>2-Feb-18</td>
</tr>
</tbody>
</table>

### ACCEPTED:

**City of Black Hawk, Colorado**

**Concrete Express, Inc.**

**Date:** 2-Feb-18

**Date:** 4-13-18
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Removal of valve</td>
<td>-1</td>
<td>EA</td>
<td>$245.00</td>
<td>($245.00)</td>
</tr>
<tr>
<td>6</td>
<td>Removal of pipe</td>
<td>-159</td>
<td>LF</td>
<td>$23.00</td>
<td>($3,657.00)</td>
</tr>
<tr>
<td>7</td>
<td>Removal of asbestos pipe</td>
<td>-30</td>
<td>LF</td>
<td>$73.00</td>
<td>($2,190.00)</td>
</tr>
<tr>
<td>8</td>
<td>Removal of water main</td>
<td>-195</td>
<td>LF</td>
<td>$26.00</td>
<td>($5,070.00)</td>
</tr>
<tr>
<td>10</td>
<td>Removal of wall</td>
<td>211</td>
<td>LF</td>
<td>$37.00</td>
<td>$7,807.00</td>
</tr>
<tr>
<td>11</td>
<td>Removal of sidewalk</td>
<td>168.33</td>
<td>SY</td>
<td>$13.00</td>
<td>$2,188.29</td>
</tr>
<tr>
<td>12</td>
<td>Removal of curb and gutter</td>
<td>4</td>
<td>SY</td>
<td>$13.00</td>
<td>$52.00</td>
</tr>
<tr>
<td>13</td>
<td>Removal of concrete pavement</td>
<td>-57</td>
<td>SY</td>
<td>$17.50</td>
<td>($997.50)</td>
</tr>
<tr>
<td>14</td>
<td>Removal of asphalt mat</td>
<td>382</td>
<td>SY</td>
<td>$9.00</td>
<td>$3,438.00</td>
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<tr>
<td>15</td>
<td>Removal of pedestal pole</td>
<td>-2</td>
<td>EA</td>
<td>$435.00</td>
<td>($870.00)</td>
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<tr>
<td>16</td>
<td>Removal of portions of present structure (flume)</td>
<td>3</td>
<td>LF</td>
<td>$100.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>17</td>
<td>Embankment material (complete in place)</td>
<td>54</td>
<td>CY</td>
<td>$20.00</td>
<td>$1,080.00</td>
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<tr>
<td>18</td>
<td>Rock excavation</td>
<td>983.25</td>
<td>CY</td>
<td>$60.00</td>
<td>$58,995.00</td>
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<tr>
<td>19</td>
<td>Potholing</td>
<td>359</td>
<td>HR</td>
<td>$285.00</td>
<td>$102,315.00</td>
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<tr>
<td>20</td>
<td>Structure backfill (flow-fill)</td>
<td>67</td>
<td>CY</td>
<td>$190.00</td>
<td>$12,730.00</td>
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<tr>
<td>21</td>
<td>Structure backfill (class 1)</td>
<td>147.8</td>
<td>CY</td>
<td>$23.50</td>
<td>$3,473.00</td>
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<tr>
<td>22</td>
<td>Hot mix asphalt (patching)</td>
<td>-700</td>
<td>SY</td>
<td>$57.00</td>
<td>($39,900.00)</td>
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<tr>
<td>23</td>
<td>Hot mix asphalt (Grading S) (PG 58-28)</td>
<td>658.56</td>
<td>TON</td>
<td>$102.00</td>
<td>$67,173.12</td>
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<tr>
<td>24</td>
<td>Hot mix asphalt (Grading SX) (PG 58-28)</td>
<td>248.51</td>
<td>TON</td>
<td>$104.00</td>
<td>$25,845.04</td>
</tr>
<tr>
<td>25</td>
<td>Concrete pavement (6 inch)</td>
<td>-217</td>
<td>SY</td>
<td>$67.00</td>
<td>($14,539.00)</td>
</tr>
<tr>
<td>26</td>
<td>Stone veneer</td>
<td>223</td>
<td>LF</td>
<td>$35.50</td>
<td>$11,261.50</td>
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<tr>
<td>27</td>
<td>18 inch RCP (complete in place)</td>
<td>1</td>
<td>LF</td>
<td>$175.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>28</td>
<td>24 inch RCP (complete in place)</td>
<td>-8</td>
<td>LF</td>
<td>$185.00</td>
<td>($1,480.00)</td>
</tr>
<tr>
<td>29</td>
<td>Manhole slab base (5-foot)</td>
<td>-1</td>
<td>EA</td>
<td>$7,000.00</td>
<td>($7,000.00)</td>
</tr>
<tr>
<td>30</td>
<td>Standard precast manhole</td>
<td>-1</td>
<td>EA</td>
<td>$8,700.00</td>
<td>($8,700.00)</td>
</tr>
<tr>
<td>31</td>
<td>Shallow precast manhole</td>
<td>-1</td>
<td>EA</td>
<td>$8,750.00</td>
<td>($8,750.00)</td>
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<tr>
<td>32</td>
<td>Drop manhole</td>
<td>3</td>
<td>EA</td>
<td>$10,600.00</td>
<td>$31,800.00</td>
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<tr>
<td>33</td>
<td>Geocomposite drain without pipe</td>
<td>-250</td>
<td>SY</td>
<td>$23.00</td>
<td>($5,750.00)</td>
</tr>
<tr>
<td>34</td>
<td>Concrete sidewalk (6-inch)</td>
<td>217</td>
<td>SY</td>
<td>$77.00</td>
<td>$16,709.00</td>
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<tr>
<td>35</td>
<td>Concrete curb ramp</td>
<td>20</td>
<td>SY</td>
<td>$155.00</td>
<td>$3,100.00</td>
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<tr>
<td>36</td>
<td>Sidewalk drain</td>
<td>1</td>
<td>EA</td>
<td>$2,650.00</td>
<td>$2,650.00</td>
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<tr>
<td>37</td>
<td>Curb and gutter Type 2 (Section B)</td>
<td>9</td>
<td>LF</td>
<td>$19.50</td>
<td>$175.50</td>
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<td>38</td>
<td>Curb and gutter Type 2 (Section I-B)</td>
<td>747</td>
<td>LF</td>
<td>$20.50</td>
<td>$15,313.50</td>
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<tr>
<td>39</td>
<td>Curb and gutter Type 2 (Section II-B)</td>
<td>95</td>
<td>LF</td>
<td>$27.00</td>
<td>$2,565.00</td>
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<tr>
<td>40</td>
<td>Gutter Type 2 (8-foot)</td>
<td>12</td>
<td>LF</td>
<td>$64.00</td>
<td>$768.00</td>
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<tr>
<td>41</td>
<td>Median cover material (patterned concrete)</td>
<td>507</td>
<td>SF</td>
<td>$11.50</td>
<td>$5,830.50</td>
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<tr>
<td>42</td>
<td>Steel sign post (2 x 2 inch tubing)</td>
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<td>LF</td>
<td>$35.00</td>
<td>($3,955.00)</td>
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<tr>
<td>43</td>
<td>Water service</td>
<td>1</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>44</td>
<td>1 inch ductile iron pipe</td>
<td>-14</td>
<td>LF</td>
<td>$55.00</td>
<td>($770.00)</td>
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<tr>
<td>45</td>
<td>4 inch ductile iron pipe</td>
<td>57.5</td>
<td>LF</td>
<td>$113.00</td>
<td>$6,497.50</td>
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<tr>
<td>46</td>
<td>6 inch ductile iron pipe</td>
<td>-36.5</td>
<td>LF</td>
<td>$114.00</td>
<td>($4,161.00)</td>
</tr>
<tr>
<td>47</td>
<td>8 inch ductile iron pipe</td>
<td>43.5</td>
<td>LF</td>
<td>$111.00</td>
<td>$4,828.50</td>
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<tr>
<td>48</td>
<td>12 inch ductile iron pipe</td>
<td>4</td>
<td>LF</td>
<td>$177.00</td>
<td>$708.00</td>
</tr>
<tr>
<td>49</td>
<td>4 inch plastic pipe</td>
<td>-41</td>
<td>LF</td>
<td>$137.00</td>
<td>($5,617.00)</td>
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<tr>
<td>50</td>
<td>8 inch plastic pipe</td>
<td>91</td>
<td>LF</td>
<td>$145.00</td>
<td>$13,195.00</td>
</tr>
<tr>
<td>51</td>
<td>Field office (Class 2)</td>
<td>-0.585365854</td>
<td>EA</td>
<td>$41,000.00</td>
<td>($24,000.00)</td>
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<tr>
<td>52</td>
<td>Detour pavement</td>
<td>518.37</td>
<td>SY</td>
<td>$60.00</td>
<td>$31,102.20</td>
</tr>
<tr>
<td>53</td>
<td>Sanitary cleanout</td>
<td>4</td>
<td>EA</td>
<td>$550.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>54</td>
<td>4 inch gate valve</td>
<td>3</td>
<td>EA</td>
<td>$1,565.00</td>
<td>$4,695.00</td>
</tr>
<tr>
<td>55</td>
<td>6 inch gate valve</td>
<td>10</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$18,000.00</td>
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<tr>
<td>56</td>
<td>8 inch gate valve</td>
<td>-8</td>
<td>EA</td>
<td>$2,225.00</td>
<td>($17,800.00)</td>
</tr>
<tr>
<td>57</td>
<td>12 inch gate valve</td>
<td>1</td>
<td>EA</td>
<td>$3,400.00</td>
<td>($3,400.00)</td>
</tr>
<tr>
<td>58</td>
<td>Pavement marking paint (waterborne)</td>
<td>-15</td>
<td>GAL</td>
<td>$170.00</td>
<td>($2,550.00)</td>
</tr>
<tr>
<td>59</td>
<td>Force account uniformed traffic control</td>
<td>-1</td>
<td>FA</td>
<td>$10,000.00</td>
<td>($10,000.00)</td>
</tr>
<tr>
<td>60</td>
<td>Force account erosion control</td>
<td>-0.1</td>
<td>FA</td>
<td>$30,000.00</td>
<td>($3,000.00)</td>
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<tr>
<td>61</td>
<td>Force account environmental, health, and safety</td>
<td>-1</td>
<td>FA</td>
<td>$15,000.00</td>
<td>($15,000.00)</td>
</tr>
<tr>
<td>62</td>
<td>CO #1: 8&quot;PVC switch from SDR 35 to C900</td>
<td>396</td>
<td>LF</td>
<td>$13.21</td>
<td>$5,231.16</td>
</tr>
<tr>
<td>63</td>
<td>CO #1: 12&quot;PVC switch from SDR 35 to C900</td>
<td>165</td>
<td>LF</td>
<td>$9.35</td>
<td>$1,542.75</td>
</tr>
<tr>
<td>64</td>
<td>CO #1: C900 service on 12&quot; main</td>
<td>2</td>
<td>EA</td>
<td>$1,237.43</td>
<td>$2,474.86</td>
</tr>
<tr>
<td>65</td>
<td>CO #1: sanitary sewer additional insulation board</td>
<td>220</td>
<td>LF</td>
<td>$11.73</td>
<td>$2,560.60</td>
</tr>
<tr>
<td>66</td>
<td>CO #1: water line additional insulation board</td>
<td>180</td>
<td>LF</td>
<td>$11.73</td>
<td>$2,111.40</td>
</tr>
</tbody>
</table>

C.O. #25 TOTAL = $300,285.22
RESOLUTION 32-2018
A RESOLUTION APPROVING THE CONTRACT WITH KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF $1,019,862 FOR HEALTH INSURANCE
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 32-2018

TITLE: A RESOLUTION APPROVING THE CONTRACT WITH KAISER PERMANENTE IN THE ESTIMATED AMOUNT OF $1,019,862 FOR GROUP HEALTH INSURANCE

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

Section 1. The City Council hereby approves the contract with Kaiser Permanente for Group Health Insurance in the estimated amount of $1,019,862.

RESOLVED AND PASSED this 25th day of April, 2018.

________________________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: 2018-2019 Health Insurance Proposal

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

Motion to Approve Resolution 32-2018, A Resolution Approving the Contract with Kaiser Permanente in the Estimated Amount of $1,019,862, for Group Health Insurance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Kaiser Permanente (KP) originally presented a quote for health care coverage for the 2018-2019 plan year with a rate increase of 8.7%. Working through the City’s benefit broker, IMA of Colorado, KP reduced the increase to 6.5% with no plan design changes. The City budgeted for a 15% increase, which is the maximum rate increase KP can take under their rate capping guidelines. The quoted estimated annual cost is based on current enrollment.

Current employer HSA/457 contributions will remain in place for the new plan year. The spousal surcharge/incentive programs will also continue.

AGENDA DATE: April 25, 2018

FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: September 27, 2017

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

DOCUMENTS ATTACHED: N/A

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner, CMC
Administrative Services Director
City Clerk

Jack D. Lewis
City Manager
RESOLUTION 33-2018
A RESOLUTION APPROVING THE CONTRACT WITH DELTA DENTAL IN THE ESTIMATED AMOUNT OF $120,845 FOR GROUP DENTAL INSURANCE
TITLE: A RESOLUTION APPROVING THE CONTRACT WITH DELTA DENTAL IN THE ESTIMATED AMOUNT OF $120,845 FOR GROUP DENTAL INSURANCE

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

Section 1. The City Council hereby approves the contract with Delta Dental for Dental Insurance in the estimated amount of $120,845.

RESOLVED AND PASSED this 25th day of April, 2018.

___________________________________________________________
David D. Spellman, Mayor

ATTEST:

___________________________________________________________
Melissa A. Greiner, CMC, City Clerk
SUBJECT: 2018-2019 Dental Insurance Proposal

RECOMMENDATION:

Motion to Approve Resolution 33-2018, A Resolution Approving the Contract with Delta Dental in the Estimated Amount of $120,845 for Group Dental Insurance

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City originally received a proposal from Delta Dental for the renewal of the 2018-2019 plan year with a 10% rate increase, and no change to the current plan design. Working through the City’s benefit broker, IMA of Colorado, Delta Dental reduced the increase to 8%. Staff budgeted for a 10% increase at renewal for plan year July 1, 2018 – June 30, 2019. The estimated annual cost is based on current enrollment.

AGENDA DATE: April 19, 2017

FUNDING SOURCE: Department Specific Group Health Insurance Line Item (xxx-xxxx-xxx-21-00)

WORKSHOP DATE: September 27, 2017

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

RECORD: [ ]Yes [X]No

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

SUBMITTED BY: REVIEWED BY:

Melissa Greiner, Jack D. Lewis
Administrative Services Director City Manager
City Clerk