



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

June 8, 2016
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: May 25, 2016
7. PUBLIC HEARINGS
 - A. Resolution 42-2016, A Resolution Approving a Certificate of Appropriateness to Rebuild the Collapsed Historic Dry-Stack Retaining Wall at 251 Church Street
8. ACTION ITEMS:
 - A. Resolution 43-2016, A Resolution Awarding the Contract for 400 Chase Street to Big Valley Construction in a Total Amount Not To Exceed \$854,308
 - B. Resolution 44-2016, A Resolution Approving the Revised Title VI Plan for the Black Hawk Central City Tramway Operations
 - C. Resolution 45-2016, A Resolution Approving the Purchase of Self Contained Breathing Apparatus from Front Range Fire Apparatus
9. CITY MANAGER REPORTS:
10. CITY ATTORNEY:
11. EXECUTIVE SESSION:
12. ADJOURNMENT:

MISSION STATEMENT

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



**City of Black Hawk
City Council**

May 25, 2016

MEETING MINUTES

Fire Inspector Brad Krichau rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, May 25, 2016, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Community Planning and Development Administrator Linker, Public Works Director Isbester, Street Superintendent Schaller, Senior Civil Engineer Ford, Fire Chief Taylor, and Deputy City Clerk Martin.

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

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no agenda changes.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. There were no conflicts noted from City Council.

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

5. **INTRODUCTION OF NEW EMPLOYEES:** Brad Krichau, Fire Inspector

Fire Chief Taylor introduced Brad Krichau. Mr. Krichau worked in the private sector, in Rocky Flats as a Fire Fighter, and as a Fire

Investigator and Fire Inspector for the cities of Golden, Aurora and Boulder. Chief Taylor said he comes to Black Hawk with the highest level of State certifications.

6. PUBLIC COMMENTS: Deputy City Clerk Martin confirmed that no one had signed up to speak.

7. APPROVAL OF MINUTES May 11, 2016.

MOTION TO APPROVE Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve the Minutes as presented.

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

8. PUBLIC HEARINGS:

A. CB9-2016, An Ordinance Approving a Memorandum of Understanding Between the City of Black Hawk Police Department and Gilpin County Human Services

Mayor Spellman read the title and opened the public hearing.

Police Chief Cole introduced this item as a request from Gilpin County Human Services. He said that statewide all law enforcement agencies are entering into these agreements, which establish working relationships with local Human Services and provides guidelines on how to interact while investigating child abuse cases.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB9, An Ordinance Approving a Memorandum of Understanding Between the City of Black Hawk Police Department and Gilpin County Human Services open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to Approve CB9, An Ordinance Approving a Memorandum of Understanding Between the City of Black Hawk Police Department and Gilpin County Human Services.

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

B. CB10-2016, A Bill for an Ordinance Adopting the City of Black Hawk 2016 Zoning District Map

Mayor Spellman read the title and opened the public hearing.

Community Planning and Development Administrator Linker introduced this item. She said the current Zoning Map has not been updated since the early 2000s and there have been quite a few changes and additions made that need to be incorporated.

City Attorney Hoffmann said that the zoning on the property and the Zoning Map must match. He wanted to note for the record that in the late 1990s there were questions as to the parameters of the map as it related to the original Commercial District and this amendment has nothing to do with that. He said this ordinance simply updates the map to conform to what has already been approved. Linker confirmed that moving forward the map will be amended and approved each time by Council.

Alderman Torres questioned two of the Planned Unit Development (PUD) names on the new map. Hoffmann suggested approving the Ordinance with the direction to staff to confirm the appropriate names of the PUDs in the zoning district that covers that property and report back to Council.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB10, A Bill for an Ordinance Adopting the City of Black Hawk 2016 Zoning District Map 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 Torres **MOVED** and was **SECONDED** by Alderman Johnson to Approve CB10, A Bill for an Ordinance Adopting the City of Black Hawk 2016 Zoning District Map with the above stated direction.

MOTION PASSED

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

C. CB11-2016, An Ordinance Approving a Water Storage Agreement Between the City of Black Hawk and the City of Golden

Mayor Spellman read the title and opened the public hearing.

Senior Civil Engineer Ford introduced this item and said it was the same agreement that was in place as last year. He said the upper

mountain reservoirs are pretty full and running over, there is no monetary recompense, and we retain ½ the water. Ford explained how the State accounts for the water. He went on to explain that if not approved, then the water would be lost.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB11, An Ordinance Approving a Water Storage Agreement Between the City of Black Hawk and the City of Golden open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to Approve CB11, An Ordinance Approving a Water Storage Agreement Between the City of Black Hawk and the City of Golden.

MOTION PASSED

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

D. CB12-2016, An Ordinance Approving a Landscaping and Maintenance Agreement Between the City of Black Hawk and the City of Central

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester introduced this item. He said this was the landscaping and maintenance part of the agreement with Central for the development of the parking lot at the old clinic site. Isbester said the work would be done in-house by the seasonal workers and the Streets Department.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB12, An Ordinance Approving a Landscaping and Maintenance Agreement Between the City of Black Hawk and the City of Central open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Moates to Approve CB12, An Ordinance Approving a Landscaping and Maintenance Agreement Between the City of Black Hawk and the City of Central.

MOTION PASSED

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

9. ACTION ITEMS:

- A. Resolution 40-2016, A Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and A-1 Chipseal for the Chip/Slurry Seal Project on Miners Mesa, Bobtail, Clear Creek, Marchant and Horn Streets in an Amount Not To Exceed \$132,645.30**

Mayor Spellman read the title.

Public Works Director Isbester introduced this item. He said this was the start of the annual Road Maintenance Program and the roads listed are less likely to get cut-up for other projects. He estimates the work to be done before July 4th.

MOTION TO APPROVE

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 40-2016, Resolution Awarding the Bid and Approving the Contract Between the City of Black Hawk and A-1 Chipseal for the Chip/Slurry Seal Project on Miners Mesa, Bobtail, Clear Creek, Marchant and Horn Streets in an Amount Not To Exceed \$132,645.30.

MOTION PASSED

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

- B. Resolution 41-2016, A Resolution Awarding the Proposal and Approving the Contract Between the City of Black Hawk and Grapes and Sons Excavating for the Processing of Existing Material and the Import of Additional Material at the Hidden Treasure Trailhead Site in an Amount Not To Exceed \$72,000**

Mayor Spellman read the title.

Public Works Director Isbester explained that this was a continuation of some of the work from the Hidden Treasure Trailhead site using material hauled in from the Gregory Street project. He said there is a little more property owned than what was originally thought, so he proposes to process and install more material to widen that area, which will make the future expansion of that parking lot much easier and shorten the pedestrian bridge.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 41-2016, A Resolution Awarding the Proposal and Approving the Contract Between the City of Black Hawk and Grapes and Sons Excavating for the Processing of Existing

Material and the Import of Additional Material at the Hidden Treasure Trailhead Site in an Amount Not To Exceed \$72,000.

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

10. CITY MANAGER REPORTS: City Manager Lewis had nothing to report.

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

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 and 5 for Executive Session regarding legal issues related to law enforcement on our roadways

**MOTION TO
ADJOURN INTO
EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:20 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

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

**MOTION TO
ADJOURN** Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:10 p.m.

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

13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:10 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

RESOLUTION 42-2016
A RESOLUTION
APPROVING A
CERTIFICATE OF
APPROPRIATENESS TO
REBUILD THE
COLLAPSED HISTORIC
DRY-STACK RETAINING
WALL AT 251 CHURCH
STREET

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 42-2016

TITLE: A RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS TO REBUILD THE COLLAPSED HISTORIC DRY-STACK RETAINING WALL AT 251 CHURCH 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 to rebuild the collapsed historic dry-stack retaining wall at 251 Church Street.

RESOLVED AND PASSED this 8th day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

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 a rock wall on property described in Exhibit A and generally located at 251 Church 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, June 8, 2016 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
City Clerk

Exhibit A

S: 7 T: 3S R: 72W Subd: BLACK HAWK Block: 025 Lot: 005 THRU:- Lot: 007 (E 25FT OF LT 5) & IMPS

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: *Certificate of Appropriateness to rebuild a collapsed historic dry-stack retaining wall on the site of 251 Church Street.*

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

MOTION TO APPROVE *Resolution No. 42-2016 for a Certificate of Appropriateness to rebuild a collapsed historic dry-stack retaining wall on the site of 251 Church Street.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

This Certificate of Appropriate (CofA) application is in conjunction with a forth coming Emergency Grant to rebuild a collapsed historic dry-stack retaining wall. The applicant, Eleanor Ceuleers, first reported the wall collapse on March 30, 2016. Since reporting the event, Eleanor has been working to secure a contractor and structural engineer to complete a scope of work and engineered drawings. She is currently working with Bryan Hays, Aurelio Banuelos Landscaping.

The project was evaluated by Staff and finds the elements of the proposal are in accordance and meets the requirements and the intent of the criteria outlined in Section 16-368 of the *Black Hawk Municipal Code*, and Section 2 of the *City of Black Hawk Residential Design Guidelines*.

AGENDA DATE: June 8, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

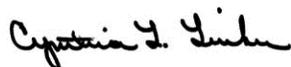
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: Resolution No. 42-2016, Public Hearing Notice, and Staff Report

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY: _____ **REVIEWED BY:** _____



Cynthia Linker, CP&D Administrator



Stephen N. Cole, Acting City Manager

Staff Report

**CITY OF BLACK HAWK
PLANNING / LAND USE**

Date prepared: June 1, 2016
Council Meeting Date: June 8, 2016

For: Mayor and Board of Aldermen
Project: Certificate of Appropriateness – Rebuild Collapsed Historic Dry-Stack Stone Retaining Wall
Property Address: 251 Church Street
Property Owners: Eleanor Ceuleers
Zoning: Historic Residential (HR)
Prepared by: Cynthia Linker, CP&D Administrator

BACKGROUND:

This Certificate of Appropriate (CofA) application is in conjunction with a forth coming Emergency Grant to rebuild a collapsed historic dry-stack retaining wall. The applicant, Eleanor Ceuleers, first reported the wall collapse on March 30, 2016. Since reporting the event, Eleanor has been working to secure a contractor and structural engineer to complete a scope of work and engineered drawings. She is currently working with Bryan Hays, Aurelio Banuelos Landscaping. The property address for the location of the wall is 251 Church Street.

The estimated date of construction for the house at 251 Church Street is ca. 1877. Period of Significance is 1859-1918. The property was first evaluated for its historic and architectural significance in 1986 when the National Park Service conducted a survey of historic resources in the communities of Black Hawk, Central City, and Nevadaville. In 1991, when Black Hawk was added to an expanded National Historic Landmark district, 251 Church Street was counted as a “contributing” building to the historic district, meaning it had retained sufficient integrity to contribute to the historic character of the district.

The intent of the CofA application as regulated by Section 16-368 of the City of Black Hawk Municipal Code is to ensure that all development and redevelopment is reviewed prior to construction, reconstruction, alterations or demolition. A CofA application requires Staff to review proposed development for compliance with design and zoning standards and deem it acceptable for review by the Black Hawk City Council. The regulations for a CofA have been reviewed by Staff and comments are included below. Excerpts from the supporting documents are included in the report.



Historic Dry-Stack Rock Retaining Wall - East Elevation





**PICTURE TAKEN
5.18.16**



Wall reconstruction shall have the same appearance and resemble the stone retaining wall at 400 Chase Street. The applicant is working with the contractor from the 400 Chase Street project.

REVIEW CRITERIA:

Applicable City of Black Hawk Regulations

Certificate of Appropriateness:

Excerpts from:

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

Sec. 16-368. City Council historic review process. Any person 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 work (other than demolition) as proposed in an application for a site development plan or a building permit, the Board of Aldermen shall consider the following:

1. All plans, drawings and photographs as may be submitted by the applicant.
The applicant has satisfied this requirement.
2. Information presented at a public hearing held concerning the proposed work.
Review scheduled with the Board of Aldermen at a Public Hearing scheduled for June 8, 2016.
3. The purpose of this Chapter.
Staff finds the proposed development to be in conformance with the City of Black Hawk Zoning and Residential Design Guidelines.
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 proposed rehabilitation of the dry-stack retaining wall will retain its key characteristic defining qualities that identify it as a historic site feature, which continues to contribute to the National Historic Landmark District.

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 historic dry-stack retaining wall is a key historic site feature and is a contributing site characteristic to the National Historic Landmark District. Black Hawk City Council should review the proposed rehabilitation and evaluate its effect on the historic property's potential eligibility.

7. The design standards for the City.
The proposed site feature has been reviewed against the Residential Design Guidelines for site design. Section 2 of the Residential Design Guidelines is the applicable section; see below for description of proposed work, excerpts of the applicable sections, and evaluation of the proposed alterations.

**City of Black Hawk
Residential Design Guidelines
2. Site Design**

2.4: Retaining walls

- 2.4.1. Historic stone walls and other site features should be repaired or restored, replacing only those portions that are deteriorated beyond repair.

The historic dry-stack stone retaining wall on the east boundary of the property will be rebuilt only in those sections that are collapsed.

STAFF COMMENTS AND RECOMMENDATION:

The project was evaluated by Staff using the standards above. Staff finds the elements of the proposal are in accordance and meet the requirements and the intent of the criteria outlined in Section 16-368 of the *Black Hawk Municipal Code*, and Section 2 of the *City of Black Hawk Residential Design Guidelines*.

Staff recommends the Mayor and Board of Aldermen **APPROVE** the Certificate of Appropriateness to rebuild the collapsed historic dry-stack retaining wall at 251 Church Street.

RESOLUTION 43-2016
A RESOLUTION
AWARDING THE
CONTRACT FOR 400
CHASE STREET TO BIG
VALLEY CONSTRUCTION
IN A TOTAL AMOUNT
NOT TO EXCEED \$854,308

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

Resolution No. 43-2016

TITLE: A RESOLUTION AWARDING THE CONTRACT FOR 400 CHASE STREET TO BIG VALLEY CONSTRUCTION IN A TOTAL AMOUNT NOT TO EXCEED \$854,308

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 to Big Valley Construction for 400 Chase Street in a total amount not to exceed \$854,308, consisting of an interior grant in the amount of \$283,100, and an exterior preservation easement in the amount of \$571,208.

RESOLVED AND PASSED this 8th day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of the total base construction bid and project budget for the limited rehabilitation of the historic home and property located at 400 Chase Street.

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

MOTION TO APPROVE *Resolution No. 43-2016 awarding the bid to Big Valley Construction for 400 Chase Street in a total amount not to exceed \$854,308, consisting of an interior grant in the amount of \$283,100, and an exterior preservation easement in the amount of \$571,208.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 14, 2016, the Community Planning & Development office issued a Request for Qualifications and Proposal on Rocky Mountain Bid System. The request went out to approximately 300 registered contractors on the BidNet System, and was available to view by multiple other non-registered contractors (including contractors included on the City of Black Hawk's pre-qualified contractor list). On May 17, 2016, NV5 received bids from two general contractors, Whitestone Construction Services, Inc. and Big Valley Construction. Attached is the bid analysis summary of all qualified bids. Both general contractors submitted complete bid packages. The two bidding general contractors were the only two general contractors to attend the mandatory pre-bid meeting.

Since the two received bids were within 3% of one another, both the Community Planning & Development staff and NV5 feel confident that the pricing received is fair to market value.

Both Whitestone Construction and Big Valley Construction have successfully completed projects within the City's Historic Preservation Program in the recent past. For that reason, NV5 believes that both of the general contractors are qualified to complete the 400 Chase Street project.

Based on the bids received and the attached bid analysis summary, Big Valley Construction, LLC is a qualified contractor while also being the lowest bidder. NV5 has reviewed the bid package with the grant applicant and they concur.

Big Valley Construction has a strong track record with previous projects in the Historic Preservation Program and because the Big Valley Construction bid was the lowest received, Community Planning & Development staff and NV5 recommend that Big Valley Construction be awarded the 400 Chase Street contract for being the lowest bidding qualified contractor.

Big Valley Construction submitted a project schedule estimating project completion by December 21, 2016, if the project commences June 13, 2016.

AGENDA DATE:

June 8, 2016

WORKSHOP DATE:

N/A

FUNDING SOURCE:

\$854,308
203-0000-5025861 (Interior Grant) \$283,100
203-0000-5026867 (Exterior Easement) \$571,208

DEPARTMENT DIRECTOR APPROVAL:

Yes No

STAFF PERSON RESPONSIBLE:

Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED:

Resolution No. 43-2016
Exhibit A – Bid Analysis Summary
Exhibit B – Bid Forms
Exhibit C – Proposal Clarifications
Exhibit D – Bid Cost Comparison

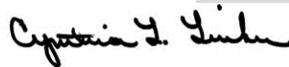
RECORD:

Yes No

CITY ATTORNEY REVIEW:

Yes N/A

SUBMITTED BY:



Cynthia L. Linker, CP&D Administrator

REVIEWED BY:



Stephen N. Cole, Acting City Manager

**400 Chase Street
Bid Summary**

| | Big Valley Construction | Whitestone Construction |
|---|--------------------------------|--------------------------------|
| Exterior Direct Cost Subtotal (Divisions 2 - 16) | \$419,227 | \$367,675 |
| Interior Direct Cost Subtotal (Divisions 2 - 16) | \$210,891 | \$181,923 |
| General Conditions Subtotal | \$213,510 | \$320,204 |
| Total Base Bid | \$843,628 | \$869,802 |
| Alternate #1: Sump Pump Sleeve | \$425 | \$300 |
| Alternate #2: Mudroom Bench | \$750 | \$1,625 |
| Alternate #3: Replace Sanitary Tap | \$7,500 | \$900 |
| Alternate #4: Copper Piping Only | \$2,430 | \$3,300 |
| Alternate #5: Porch Reconstruction Allowance | \$10,000 | \$10,000 |
| Total Alternate Costs - (#2, #3, & #4) | \$10,680 | \$5,825 |
| Total Base Bid + Alternates | \$854,308 | \$875,627 |
| Proposed Start Date | 6/13/2016 | 6/15/2016 |
| Proposed Completion Date | 12/21/2016 | 1/20/2017 |
| Total Number of Calendar Days | 192 | 219 |
| Change Order Overhead & Profit | 15% | 15% |

Bidder Name: Big Valley Construction
 Bidder Address: P.O. Box 1879
 Granby, CO 80446
 Bidder Phone: 970-887-1533

400 Chase Street, Black Hawk, CO 80422

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

BASE BID SCOPE

For the base sum of: Eight Hundred Forty-Three Six Hundred Twenty-Eight (\$ 843,628.00) dollars. Such sum shall be completely consistent with the provisions of the Instructions to Bidders, this Bid Form, and all bidding documents referred to herein.

ALTERNATE SCOPE

| Alternate # | Description | ADD OR DEDUCT TO BASE BID | BID AMOUNT |
|--|--|---------------------------|--|
| (Indicate with "+" for Add and "-" for Deduct) | | | |
| 1 | Sump Pump Sleeve | + | Four Hundred Twenty-Five Dollars and Zero Cents (\$425.00) |
| 2 | Mudroom Bench | + | Seven Hundred Fifty Dollars and Zero Cents (\$750.00) |
| 3 | Replace Sanitary Sewer Tap | + | Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) |
| 4 | Use only hard copper pipping for domestic water. | + | Two Thousand Four Hundred Thirty Dollars and Zero Cents (\$2,430.00) |
| 5 | Allowance to reconstruct the front porch to the existing dimensions and not the historic dimensions. | + | Ten Thousand Dollars and Zero Cents (\$10,000.00) |

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

Schedule:

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

Days per work week (Underlined) M T W TH F S SU

Start Date (Notice to Proceed): June 13th, 2016

End Date: December 21st, 2016

Total Number of Calendar Days: 192

END OF BID FORM

City of Black Hawk - 400 Chase Street

Addenda:

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

| Addendum Number | Addendum Date |
|-----------------|----------------|
| 1 | May 3rd, 2016 |
| 2 | May 16th, 2016 |

THE UNDERSIGNED DECLARES, by executing this Bid:

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

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

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

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

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

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

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

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

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

Company: Big Valley Construction

Address: PO Box 1879, Granby, CO 80446

Signature: 

Printed Name: Troy Neiberger

Title: President/ Owner

Date: 5/17/16

City of Black Hawk - 400 Chase Street

| All Exterior Work (Funded By Preservation Easement) | | |
|---|--|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> |
| DIVISION 1 - GENERAL CONDITIONS | | |
| Detail Provided in General Conditions Worksheet | by GC | \$142,051 |
| Subtotal Division 1 - General Conditions | | \$142,051 |
| DIVISION 2 - SITEWORK | | |
| Site Access | Grapes and Sons Excavating | \$3,275 |
| Demolition | Grapes and Sons Excavating | \$20,252 |
| Grading & Excavating | Grapes and Sons Excavating | \$22,300 |
| Unit Cost per Foot of Excavation = \$1.00/CF | | |
| Unit Cost per Foot of Bedrock Removal = \$1.20/CF | | |
| Drain Pipe | Grapes and Sons Excavating | \$3,500 |
| Remove Extra Dirt from Site | Grapes and Sons Excavating | \$3,000 |
| Revegetation | Neils Lunceford Landscaping | \$2,511 |
| Tree Removal | E. Molthen Construction | \$2,900 |
| Subtotal Division 2 - Sitework | | \$57,738 |
| DIVISION 3 - CONCRETE | | |
| Walkways | Chevcon Structures | \$5,090 |
| Drainage Swale | Chevcon Structures | \$3,837 |
| Concrete Stairs | Chevcon Structures | \$1,363 |
| Foundations | Chevcon Structures | \$29,444 |
| Subtotal Division 3 - Concrete | | \$39,734 |
| DIVISION 4 - MASONRY | | |
| Stone Foundation Repair | Shadow Mountain Plaster & Stone | \$20,500 |
| Unit Cost per Foot of Repair = \$25/SF | | |
| Clay Brick Chimney Repair/Restoration | Shadow Mountain Plaster & Stone | \$1,980 |
| Stone Retaining Walls (Reconstruct) | Shadow Mountain Plaster & Stone | \$6,390 |
| Stone Retaining Walls (Repair) | Shadow Mountain Plaster & Stone | \$2,000 |
| Unit Cost per Foot of Repair = \$25/SF | | |
| Hayward Baker Allowance | Hayward Baker | \$48,000 |
| Subtotal Division 4 - Masonry | | \$78,870 |
| DIVISION 5 - METALS | | |
| Steel Items | Alpine Lumber/ Chevcon/ E. Molthen | \$12,950 |
| Foundation Bolts | Included in "Steel Items" | |
| Post Stirrups | Included in "Steel Items" | |
| Beam/Post Straps | Included in "Steel Items" | |
| Connectors | Included in "Steel Items" | |
| Site Fencing (including handrail) | K&K Custom Fabrication & Welding | |
| Materials | | \$1,675 |
| Labor | | \$9,095 |
| Subtotal Division 5 - Metals | | \$23,720 |

City of Black Hawk - 400 Chase Street

| All Exterior Work (Funded By Preservation Easement) | | |
|--|---|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> |
| DIVISION 6 - WOOD | | |
| Framing Lumber (Studs, Beams, etc) | Alpine Lumber/ E. Molthen Construction | \$72,164 |
| Wall and Roof Sheathing | Alpine Lumber/ E. Molthen Construction | \$5,586 |
| Soffit & Fascia | Wood Source/ E. Molthen Construction | \$6,980 |
| Exterior Lap Siding & Trim | Wood Source/ E. Molthen Construction | \$19,371 |
| Shed Siding Restoration | Wood Source/ E. Molthen Construction | \$7,000 |
| Deck | Alpine Lumber/ E. Molthen Construction | \$4,320 |
| Exterior Stairs | Included in "Deck" | |
| Subtotal Division 6 - Wood | | \$115,421 |
| DIVISION 7 - THERMAL & MOISTURE PROTECTION | | |
| Roofing & Roof Accessories | E. Molthen Construction | \$15,934 |
| Gutters & Downspouts | The Roofing Company | \$4,675 |
| Drainage Plane | Alpine Lumber | \$483 |
| Insulation | Rocky Mountain Spray Foam | \$19,553 |
| Vapor Barrier | Included in "Insulation" | |
| Building Paper (Tyvek) | Alpine Lumber | \$345 |
| Asphaltic Waterproofing | by GC | \$650 |
| Subtotal Division 7 - Thermal & Moisture Protection | | \$41,640 |
| DIVISION 8 - DOORS & WINDOWS | | |
| New Windows | Legacy Building Specialties | \$12,300 |
| Exterior Doors & Hardware | | |
| Materials | Legacy Building Specialties | \$1,726 |
| Labor | E. Molthen Construction | \$1,548 |
| Restore Existing Front Door | Grand Woodworks/ Thomas A. Mason | \$1,780 |
| Weather Seals @ Exterior Doors | Included in "Exterior Doors & Hardware" | |
| Thresholds | Included in "Exterior Doors & Hardware" | |
| Subtotal Division 8 - Doors & Windows | | \$17,354 |
| DIVISION 9 - FINISHES | | |
| Exterior Painting & Staining | Thomas A. Mason Co. | \$7,000 |
| Subtotal Division 9 - Finishes | | \$7,000 |
| DIVISION 10 - SPECIALTIES | | |
| House Numbers | by GC | \$150 |
| Subtotal Division 10 - Specialties | | \$150 |
| DIVISION 15 - MECHANICAL | | |
| Site Utilities | Grapes & Sons Excavating | \$26,700 |
| Miscellaneous Exterior Mechanical Scope | N/A | |
| Subtotal Division 15 - Mechanical | | \$26,700 |

City of Black Hawk - 400 Chase Street

| All Exterior Work (Funded By Preservation Easement) | | |
|---|--|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> |
| DIVISION 16 - ELECTRICAL | | |
| Site Utilities | Grapes & Sons Excavating | \$10,900 |
| Site Lighting | | |
| Subtotal Division 16 - Electrical | | \$10,900 |
| Exterior Direct Cost Total (Divisions 2 - 16) | | |
| | | \$419,227 |
| Exterior Total Cost (Including GCs & OH&P) | | \$561,278 |

City of Black Hawk - 400 Chase Street

| All Interior Work (Funded By Rehabilitation Grant) | | |
|--|--|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> |
| DIVISION 1 - GENERAL CONDITIONS | | |
| Detail Provided in General Conditions Worksheet | by GC | \$71,459 |
| Subtotal Division 1 - General Conditions | | \$71,459 |
| DIVISION 2 - SITEWORK | | |
| Demolition | E. Molthen Construction | \$18,634 |
| Subtotal Division 2 - Sitework | | \$18,634 |
| DIVISION 6 - WOOD | | |
| Framing Lumber (Studs, Beams, etc) | Alpine Lumber/ E. Molthen Construction | \$25,333 |
| Backing for Accessories | Alpine Lumber/ E. Molthen Construction | \$633 |
| Subfloor | Alpine Lumber/ E. Molthen Construction | \$3,015 |
| Interior Trim | | |
| Materials | Legacy Building Specialties | \$10,543 |
| Labor | by GC | \$9,960 |
| Closet Shelves & Clothing Rod | Grand Woodworks | \$684 |
| Subtotal Division 6 - Wood | | \$50,168 |
| DIVISION 8 - DOORS & WINDOWS | | |
| Mirrors | by GC | \$600 |
| Interior Doors & Hardware | | |
| Materials | Legacy Building Specialties | \$5,912 |
| Labor | Included in "Interior Trim Labor" | |
| Subtotal Division 8 - Doors & Windows | | \$6,512 |
| DIVISION 9 - FINISHES | | |
| Drywall | Mountaintop Drywall | \$13,995 |
| Flooring | Flooring Design | \$22,490 |
| Wall Tile | Flooring Design | \$1,527 |
| Countertops/Backsplash | | |
| Materials | Grand Woodworks | \$3,173 |
| Labor | Grand Woodworks | \$3,512 |
| Interior Painting & Staining | Thomas A. Mason Co. | \$18,272 |
| Subtotal Division 9 - Finishes | | \$62,969 |
| DIVISION 10 - SPECIALTIES | | |
| Bathroom Accessories | | |
| Materials | Ferguson | \$500 |
| Labor | Included in "Interior Trim Labor" | |
| Subtotal Division 10 - Specialties | | \$500 |
| DIVISION 11 - EQUIPMENT | | |

City of Black Hawk - 400 Chase Street

| All Interior Work (Funded By Rehabilitation Grant) | | |
|---|--|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> |
| Equipment Installation | by GC | \$520 |
| Subtotal Division 11 - Equipment | | \$520 |
| DIVISION 12 - FURNISHINGS | | |
| Manufactured Cabinetry | | |
| Materials | Grand Woodworks | \$7,500 |
| Labor | Included in "Interior Trim Labor" | |
| Subtotal Division 12 - Furnishings | | \$7,500 |
| DIVISION 15 - MECHANICAL | | |
| Interior Mechanical Scope | | |
| Interior Mechanical Scope (Rough M/P) | Adams Plumbing | \$22,000 |
| Interior Mechanical Scope (Trim Mechanical) | Adams Plumbing | \$8,000 |
| Interior Mechanical Scope (Trim Plumbing) | | |
| Materials | Ferguson | \$3,236 |
| Labor | Adams Plumbing | \$8,000 |
| Subtotal Division 15 - Mechanical | | \$41,236 |
| DIVISION 16 - ELECTRICAL | | |
| Interior Electrical & Lighting | | |
| Interior Electrical Scope (Rough) | Absolute Electric | \$15,463 |
| Interior Electrical Scope (Trim) | | |
| Materials | Absolute Electric | \$1,395 |
| Fixtures | Urban Lights | \$3,902 |
| Labor | Absolute Electric | \$2,092 |
| Subtotal Division 16 - Electrical | | \$22,852 |
| Interior Direct Cost Total (Divisions 2 - 16) | | \$210,891 |
| Interior Total Cost (Including GCs & OH&P) | | \$282,350 |

| Item # | Description | Quantity | Unit | Unit Cost | Total Cost |
|--------|---|----------|-------|-----------|------------|
| 012010 | Project Manager | 7 | Month | 4550 | 31850 |
| 012020 | General Superintendent | 0 | N/A | 0 | 0 |
| 012030 | Project Superintendent | 7 | Month | 5655 | 39585 |
| 012040 | Assistant Superintendent | 0 | N/A | 0 | 0 |
| 012050 | Project Engineer | 0 | N/A | 0 | 0 |
| 012060 | M/E Coordinator | 0 | N/A | 0 | 0 |
| 012070 | Project Administrator | 7 | Month | 1225 | 8575 |
| 012080 | Field Engineer/Quality Control Engineer | 0 | N/A | 0 | 0 |
| 012090 | Field Estimator | 0 | N/A | 0 | 0 |
| 012100 | General Laborer | 7 | Month | 1225 | 8575 |
| 012110 | Safety Director | 0 | N/A | 0 | 0 |
| | | | | | |
| 013010 | Plans & Specifications | 0 | N/A | 0 | 0 |
| 013020 | Photographs | 1 | LS | 500 | 500 |
| 013030 | Submittals | 1 | LS | 500 | 500 |
| 013040 | As-built Drawings | 1 | LS | 500 | 500 |
| 013050 | Closeout Documents | 1 | LS | 500 | 500 |
| 013060 | Project Signage | 1 | LS | 250 | 250 |
| 013070 | Video Documentation | 0 | N/A | 0 | 0 |
| | | | | | |
| 014010 | Safety Equipment | 1 | LS | 250 | 250 |
| 014020 | First Aid Supplies | 1 | Each | 50 | 50 |
| 014030 | Fire Extinguishers | 1 | Each | 50 | 50 |
| | | | | | |
| 015010 | Field Offices | 0 | N/A | 0 | 0 |
| 015020 | On-site Storage | 7 | Month | 250 | 1750 |
| 015030 | Off-site Storage | 0 | N/A | 0 | 0 |
| 015040 | Portable Toilets | 7 | Month | 130 | 910 |
| 015050 | Temporary Water Service | 0 | N/A | 0 | 0 |
| 015060 | Temporary Power | 7 | Month | 120 | 840 |
| 015070 | Temporary Generators | 0 | N/A | 0 | 0 |
| 015080 | Temporary Heat | 3 | Month | 200 | 600 |
| 015090 | Temporary Lighting | 0 | N/A | 0 | 0 |
| 015100 | Site Camera/Live Video Feed | 0 | N/A | 0 | 0 |
| 015110 | Security Guard | 0 | N/A | 0 | 0 |
| 015120 | Telephone Set Up | 0 | N/A | 0 | 0 |
| 015130 | Telephone, Monthly Fees | 0 | N/A | 0 | 0 |
| 015140 | Cell Phones | 0 | N/A | 0 | 0 |
| 015150 | Radios | 0 | N/A | 0 | 0 |
| 015160 | Jobsite Drinking Water | 0 | N/A | 0 | 0 |
| 015170 | Temporary Fencing | 7 | Month | 150 | 1050 |
| 015180 | Ladders & Stairs | 0 | N/A | 0 | 0 |
| 015190 | Employee Parking | 0 | N/A | 0 | 0 |
| 015200 | Moving & Subsistence | 0 | N/A | 0 | 0 |
| 015210 | Travel from Home Office | 7 | Month | 250 | 1750 |

| Item # | Description | Quantity | Unit | Unit Cost | Total Cost |
|--------|--------------------------------------|----------|-------|-----------|------------|
| 015220 | Office Supplies & Equipment | 0 | N/A | 0 | 0 |
| 015230 | Postage & Shipping | 1 | LS | 750 | 750 |
| | | | | | |
| 017010 | Access Roads | 0 | N/A | 0 | 0 |
| 017020 | Barricades | 0 | N/A | 0 | 0 |
| 017030 | Covered Walkways | 0 | N/A | 0 | 0 |
| 017040 | Storm Water Management | 0 | N/A | 0 | 0 |
| 017050 | Erosion Control | 0 | N/A | 0 | 0 |
| 017060 | Shoring | 0 | N/A | 0 | 0 |
| 017070 | Traffic Control | 0 | N/A | 0 | 0 |
| 017080 | Protection of Adjacent Construction | 1 | LS | 650 | 650 |
| 017090 | Protection of Installed Construction | 1 | LS | 950 | 950 |
| 017100 | Surveying | 1 | LS | 750 | 750 |
| 017110 | Construction Layout | 1 | LS | 250 | 250 |
| 017120 | Field Engineering Equipment | 0 | N/A | 0 | 0 |
| 017130 | Pick Up Rental & Expense | 0 | N/A | 0 | 0 |
| 017140 | Fork Lift | 0 | N/A | 0 | 0 |
| 017150 | Crane Costs | 0 | N/A | 0 | 0 |
| 017160 | Material Hoisting | 1 | Month | 1600 | 1600 |
| 017170 | Personnel Hoisting | 0 | N/A | 0 | 0 |
| 017180 | Scaffolding | 0 | N/A | 0 | 0 |
| 017190 | Water Truck | 0 | N/A | 0 | 0 |
| 017200 | Weather Protection | 1 | LS | 500 | 500 |
| 017210 | Snow & Ice Removal | 1 | LS | 500 | 500 |
| 017220 | Dumpster Fees | 5 | Each | 945 | 4725 |
| 017230 | Progress Cleaning | 7 | Month | 400 | 2800 |
| 017240 | Final Clean Up | 1 | LS | 1400 | 1400 |
| 017250 | Soils Testing | 0 | N/A | 0 | 0 |
| 017260 | Concrete Testing | 0 | N/A | 0 | 0 |
| 017270 | Weld Inspections | 0 | N/A | 0 | 0 |
| | | | | | |
| 011010 | Building Permit | 0 | N/A | 0 | 0 |
| 011020 | Plan Check Fee | 0 | N/A | 0 | 0 |
| 011030 | Water Tap Fees | 0 | N/A | 0 | 0 |
| 011040 | Sewer Tap Fees | 0 | N/A | 0 | 0 |
| 011050 | Sanitary Tap Fees | 0 | N/A | 0 | 0 |
| 011060 | Other Government Fees & Permits | 0 | N/A | 0 | 0 |
| 011070 | Performance & Payment Bonds | 1 | LS | 12000 | 12000 |
| 011080 | Builder's Risk Insurance | 1 | LS | 2250 | 2250 |
| 011090 | General Liability Insurance | 1 | LS | 8300 | 8300 |
| 011100 | Other Insurance | 0 | N/A | 0 | 0 |
| 011110 | Preconstruction Services | 0 | N/A | 0 | 0 |
| 011120 | Overhead | 1 | LS | 39000 | 39000 |
| 011130 | Profit | 1 | LS | 39000 | 39000 |
| 011140 | Additional Soft Costs | 0 | N/A | 0 | 0 |

| Item # | Description | Quantity | Unit | Unit Cost | Total Cost |
|--|-------------|----------|------|-----------|----------------|
| Total General Conditions & Fees | | | | | 213,510 |

BID BOND

BIDDER (Name and Address):

Big Valley Construction, LLC
62543 US Highway 40, Unit 1
Granby, CO 80446

SURETY (Name and Address of Principal Place of Business):

Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251-5001

OWNER (Name and Address):

City of Black Hawk
460 Gregory St.
Black Hawk, CO 80422

BID

BID DUE DATE: May 17, 2016

PROJECT (Brief Description Including Location):

400 Chase Street located at 400 Chase Street, Black Hawk, CO 80422

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): May 17, 2016

PENAL SUM: Five Percent of Amount Bid

(Words)

5%

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Big Valley Construction, LLC (Seal)

Bidder's Name and Corporate Seal

By: [Signature] (Managing Member)
Signature and Title

Attest: [Signature] (PROJECT MANAGER)
Signature and Title

SURETY

Westfield Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Kaylee Dawson Signature and Title
Attorney-in-Fact (Attach Power of Attorney)

Attest: [Signature]
Witness Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

MEMBER

NASBP

NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

MOODY INSURANCE AGENCY, INC.

8055 East Tufts Avenue, Suite 1000

DENVER, COLORADO 80237

PHONE: (303) 824-6600

BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by OWNER, or
- 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and

Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/18/15, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0500152 07

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint EVAN E. MOODY, KAREN A. FEGGESTAD, BRADLEY J. MOODY, JUSTIN TOMLIN, KAYLEE J. DAWSON, JOINTLY OR SEVERALLY

of DENVER and State of CO its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of JUNE A.D., 2015 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of JUNE A.D., 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of

May A.D. 2016



Frank A. Carrino Secretary

Frank A. Carrino, Secretary



**CLARIFICATIONS
400 CHASE STREET REHABILITATION
MAY 17, 2016**

Attention: Scott McClelland

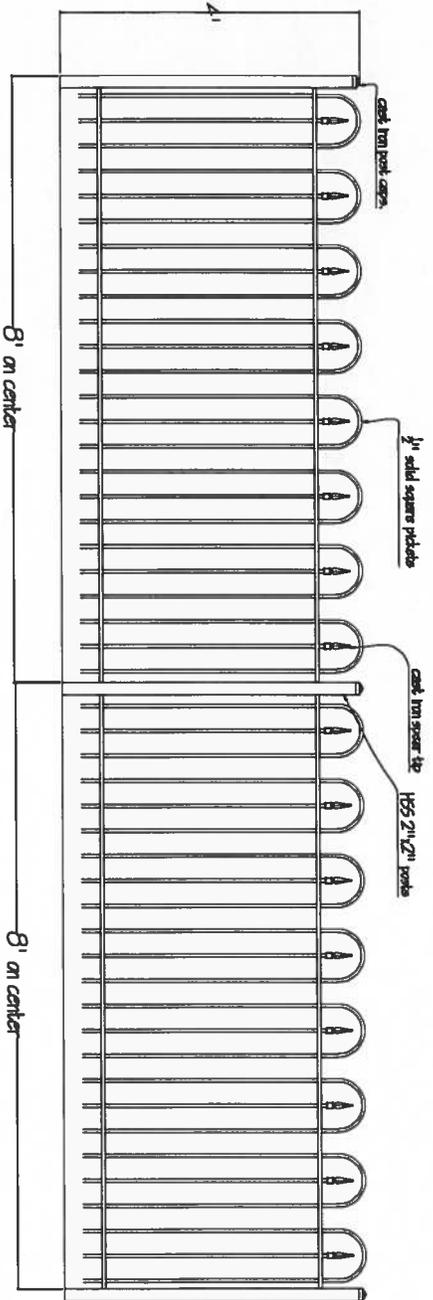
Dear Scott,

Per the Instructions to Bidders, section F.2, please find a list of clarifications and assumptions affecting the scope of work for this project.

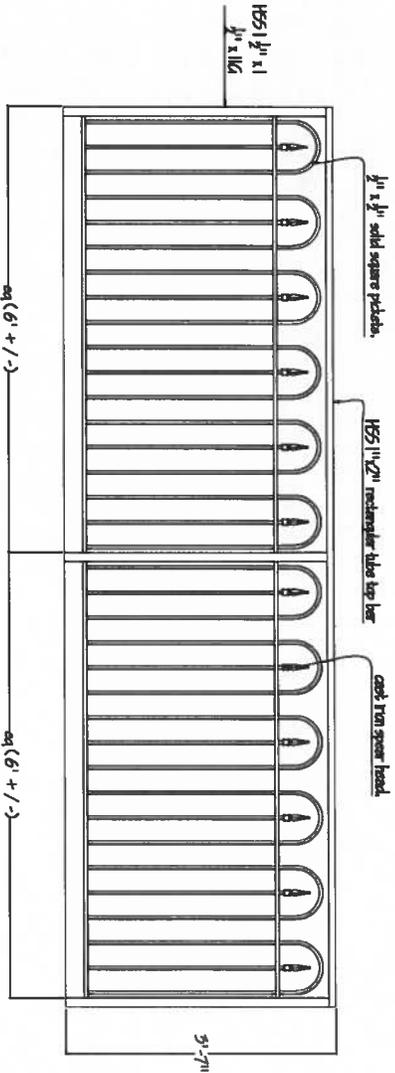
1. Big Valley Construction assumes no responsibility for water quality control permits.
2. The wire fencing specified in the Project Manual, Division 5 is no longer available. Our bid includes cost for a similar product that we were able to source. See attached shop drawings.
3. The gutters and downspouts specified in the Project Manual, Division 5 would have to be custom manufactured. We have substituted 26 gauge galvanized gutters and downspouts in lieu of 24 gauge in the specification.
4. The carpet specified in the Project Manual, Division 9 is no longer available. Our bid includes Mohawk Laurel Path installed over 3/8lb rebond pad.

Sincerely,

Peter Maki
Project Manager
Big Valley Construction, LLC



TYP FENCE DESIGN.



TYP GUARD RAIL DESIGN.

**400 Chase Street
Bid Summary**

| | Big Valley Construction | Whitestone Construction |
|---|--------------------------------|--------------------------------|
| Exterior Direct Cost Subtotal (Divisions 2 - 16) | \$419,227 | \$367,675 |
| Interior Direct Cost Subtotal (Divisions 2 - 16) | \$210,891 | \$181,923 |
| General Conditions Subtotal | \$213,510 | \$320,204 |
| Total Base Bid | \$843,628 | \$869,802 |
| Alternate #1: Sump Pump Sleeve | \$425 | \$300 |
| Alternate #2: Mudroom Bench | \$750 | \$1,625 |
| Alternate #3: Replace Sanitary Tap | \$7,500 | \$900 |
| Alternate #4: Copper Piping Only | \$2,430 | \$3,300 |
| Alternate #5: Porch Reconstruction Allowance | \$10,000 | \$10,000 |
| Total Alternate Costs - (#2, #3, & #4) | \$10,680 | \$5,825 |
| Total Base Bid + Alternates | \$854,308 | \$875,627 |
| Proposed Start Date | 6/13/2016 | 6/15/2016 |
| Proposed Completion Date | 12/21/2016 | 1/20/2017 |
| Total Number of Calendar Days | 192 | 219 |
| Change Order Overhead & Profit | 15% | 15% |

City of Black Hawk - 400 Chase Street

| All Exterior Work (Funded By Preservation Easement) | | | |
|---|-----------------------------|-------------------------|-------------------------|
| Item | Subcontractor Name or by GC | Total Item Value | Total Item Value |
| | | Whitestone Construction | Big Valley Construction |
| DIVISION 1 - GENERAL CONDITIONS | | | |
| Detail Provided in General Conditions Worksheet | | \$214,213 | \$142,051 |
| Subtotal Division 1 - General Conditions | | \$214,213 | \$142,051 |
| DIVISION 2 - SITEWORK | | | |
| Site Access | | \$7,739 | \$3,275 |
| Demolition | | \$17,632 | \$20,252 |
| Grading & Excavating | | \$20,059 | \$22,300 |
| Unit Cost per Foot of Excavation = \$ ____/CF | | | |
| Unit Cost per Foot of Bedrock Removal = \$ ____/CF | | | |
| Drain Pipe | | \$1,216 | \$3,500 |
| Remove Extra Dirt from Site | | \$0 | \$3,000 |
| Revegetation | | \$4,000 | \$2,511 |
| Tree Removal | | \$2,800 | \$2,900 |
| Subtotal Division 2 - Sitework | | \$53,446 | \$57,738 |
| DIVISION 3 - CONCRETE | | | |
| Walkways | | \$3,950 | \$5,090 |
| Drainage Swale | | \$850 | \$3,837 |
| Concrete Stairs | | \$1,200 | \$1,363 |
| Foundations | | \$37,815 | \$29,444 |
| Subtotal Division 3 - Concrete | | \$43,815 | \$39,734 |
| DIVISION 4 - MASONRY | | | |
| Stone Foundation Repair | | \$12,720 | \$20,500 |
| Unit Cost per Foot of Repair = \$ 15 /LF | | | |
| Clay Brick Chimney Repair/Restoration | | \$3,475 | \$1,980 |
| Stone Retaining Walls (Reconstruct) | | \$6,200 | \$6,390 |
| Stone Retaining Walls (Repair) | | \$1,420 | \$2,000 |
| Unit Cost per Foot of Repair = \$ 102 /LF | | | |
| Hayward Baker Allowance | | \$48,000 | \$48,000 |
| Subtotal Division 4 - Masonry | | \$71,815 | \$78,870 |
| DIVISION 5 - METALS | | | |
| Steel Items | | \$2,300 | \$12,950 |
| Foundation Bolts | | | |
| Post Stirrups | | | |
| Beam/Post Straps | | | |
| Connectors | | | |
| Site Fencing | | | |
| Materials | | \$2,963 | \$1,675 |
| Labor | | \$7,320 | \$9,095 |
| Subtotal Division 5 - Metals | | \$12,583 | \$23,720 |

City of Black Hawk - 400 Chase Street

| All Exterior Work (Funded By Preservation Easement) | | | |
|--|-----------------------------|------------------|------------------|
| Item | Subcontractor Name or by GC | Total Item Value | Total Item Value |
| DIVISION 6 - WOOD | | | |
| Framing Lumber (Studs, Beams, etc) | | \$23,579 | \$72,164 |
| Wall and Roof Sheathing | | \$5,268 | \$5,586 |
| Soffit & Fascia | | \$3,500 | \$6,980 |
| Exterior Lap Siding & Trim | | \$28,020 | \$19,371 |
| Shed Siding Restoration | | \$4,400 | \$7,000 |
| Deck | | \$3,867 | \$4,320 |
| Exterior Stairs | | \$1,719 | |
| Subtotal Division 6 - Wood | | \$70,353 | \$115,421 |
| DIVISION 7 - THERMAL & MOISTURE PROTECTION | | | |
| Roofing & Roof Accessories | | \$7,571 | \$15,934 |
| Gutters & Downspouts | | \$3,240 | \$4,675 |
| Drainage Plane | | | \$483 |
| Insulation | | \$12,090 | \$19,553 |
| Vapor Barrier | | \$2,600 | |
| Building Paper (Tyvek) | | \$1,440 | \$345 |
| Asphaltic Waterproofing | | \$550 | \$650 |
| Subtotal Division 7 - Thermal & Moisture Protection | | \$27,491 | \$41,640 |
| DIVISION 8 - DOORS & WINDOWS | | | |
| New Windows | | \$12,150 | \$12,300 |
| Exterior Doors & Hardware | | | |
| Materials | | 5,905 | 1,726 |
| Labor | | 2,050 | 1,548 |
| Restore Existing Front Door | | \$1,440 | \$1,780 |
| Weather Seals @ Exterior Doors | | | |
| Flood Vents | | \$2,240 | |
| Subtotal Division 8 - Doors & Windows | | \$23,785 | \$17,354 |
| DIVISION 9 - FINISHES | | | |
| Exterior Painting & Staining | | \$7,580 | \$7,000 |
| Subtotal Division 9 - Finishes | | \$7,580 | \$7,000 |
| DIVISION 10 - SPECIALTIES | | | |
| House Numbers | | \$30 | \$150 |
| Subtotal Division 10 - Specialties | | \$30 | \$150 |
| DIVISION 15 - MECHANICAL | | | |
| Site Utilities | | \$39,197 | \$26,700 |
| Miscellaneous Exterior Mechanical Scope | | \$4,600 | |
| Subtotal Division 15 - Mechanical | | \$43,797 | \$26,700 |
| DIVISION 16 - ELECTRICAL | | | |
| Site Utilities | | \$7,381 | \$10,900 |
| Site Lighting | | \$5,600 | |
| Subtotal Division 16 - Electrical | | \$12,981 | \$10,900 |
| Exterior Direct Cost Total (Divisions 2 - 16) | | \$367,675 | \$419,227 |
| Exterior Total Cost (Including GCs & OH&P) | | \$581,888 | \$561,278 |

City of Black Hawk - 400 Chase Street

| All Interior Work (Funded By Rehabilitation Grant) | | | |
|--|-----------------------------|-------------------------|---------------------------------|
| Item | Subcontractor Name or by GC | Total Item Value | Total Item Value |
| | | Whitestone Construction | Big Valley Construction |
| DIVISION 1 - GENERAL CONDITIONS | | | |
| Detail Provided in General Conditions Worksheet | | \$105,991 | \$71,459 |
| Subtotal Division 1 - General Conditions | | \$105,991 | \$71,459 |
| DIVISION 2 - SITEWORK | | | |
| Demolition | | \$1,760 | \$18,634 |
| Subtotal Division 2 - Sitework | | \$1,760 | \$18,634 |
| DIVISION 6 - WOOD | | | |
| Framing Lumber (Studs, Beams, etc) | | \$12,750 | \$25,333 |
| Backing for Accessories | | \$780 | \$633 |
| Subfloor | | \$4,480 | \$3,015 |
| Interior Trim | | | |
| Materials | | \$5,500 | \$10,543 |
| Labor | | \$4,400 | \$9,960 |
| Closet Shelves & Clothing Rod | | \$2,875 | \$684 |
| Subtotal Division 6 - Wood | | \$30,785 | \$50,168 |
| DIVISION 8 - DOORS & WINDOWS | | | |
| Mirrors | | \$285 | \$600 |
| Interior Doors & Hardware | | | |
| Materials | | 5,614 | 5,912 |
| Labor | | 4,375 | Included in Interior Trim Labor |
| Subtotal Division 8 - Doors & Windows | | \$10,274 | \$6,512 |
| DIVISION 9 - FINISHES | | | |
| Drywall | | \$15,512 | \$13,995 |
| Flooring | | \$13,729 | \$22,490 |
| Wall Tile | | \$1,783 | \$1,527 |
| Countertops/Backsplash | | | |
| Materials | | \$3,431 | \$3,173 |
| Labor | | \$2,808 | \$3,512 |
| Interior Painting & Staining | | \$13,272 | \$18,272 |
| Subtotal Division 9 - Finishes | | \$50,535 | \$62,969 |
| DIVISION 10 - SPECIALTIES | | | |
| Bathroom Accessories | | | |
| Materials | | 699 | 500 |
| Labor | | 230 | Included in Interior Trim Labor |
| Subtotal Division 10 - Specialties | | \$929 | \$500 |
| DIVISION 11 - EQUIPMENT | | | |
| Equipment Installation | | \$1,470 | \$520 |
| Subtotal Division 11 - Equipment | | \$1,470 | \$520 |
| DIVISION 12 - FURNISHINGS | | | |
| Manufactured Cabinetry | | | |
| Materials | | 13,014 | 7,500 |
| Labor | | 1,800 | |
| Subtotal Division 12 - Furnishings | | \$14,814 | \$7,500 |
| DIVISION 15 - MECHANICAL | | | |
| Interior Mechanical Scope | | | |
| Interior Mechanical Scope (Rough M/P) | | \$34,269 | \$22,000 |
| Interior Mechanical Scope (Trim Mechanical) | | \$8,387 | \$8,000 |
| Interior Mechanical Scope (Trim Plumbing) | | | |
| Materials | | \$3,000 | \$3,236 |

City of Black Hawk - 400 Chase Street

| All Interior Work (Funded By Rehabilitation Grant) | | | |
|---|--|-------------------------|-------------------------|
| <i>Item</i> | <i>Subcontractor Name or by GC</i> | <i>Total Item Value</i> | <i>Total Item Value</i> |
| Labor | | \$3,300 | \$8,000 |
| Subtotal Division 15 - Mechanical | | \$48,956 | \$41,236 |
| DIVISION 16 - ELECTRICAL | | | |
| Interior Electrical & Lighting | | | |
| Interior Electrical Scope (Rough) | | \$10,080 | \$15,463 |
| Interior Electrical Scope (Trim) | | | |
| Materials | | \$1,970 | \$1,395 |
| Fixtures | | \$6,600 | \$3,902 |
| Labor | | \$3,750 | \$2,092 |
| Subtotal Division 16 - Electrical | | \$22,400 | \$22,852 |
| Interior Direct Cost Total (Divisions 2 - 16) | | \$181,923 | \$210,891 |
| Interior Total Cost (Including GCs & OH&P) | | \$287,914 | \$282,350 |

| Item # | Description | Whitestone Construction | | | | Big Valley Construction | | | |
|--------|---|-------------------------|------|-----------|------------|-------------------------|-------|-----------|------------|
| | | Quantity | Unit | Unit Cost | Total Cost | Quantity | Unit | Unit Cost | Total Cost |
| 012010 | Project Manager | 30 | wks | 750 | 22500 | 7 | Month | 4550 | 31850 |
| 012020 | General Superintendent | | | | 0 | 0 | N/A | 0 | 0 |
| 012030 | Project Superintendent | 30 | wks | 1500 | 45000 | 7 | Month | 5655 | 39585 |
| 012040 | Assistant Superintendent | | | | 0 | 0 | N/A | 0 | 0 |
| 012050 | Project Engineer | 30 | wks | 250 | 7500 | 0 | N/A | 0 | 0 |
| 012060 | M/E Coordinator | | | | 0 | 0 | N/A | 0 | 0 |
| 012070 | Project Administrator | 80 | hrs | 30 | 2400 | 7 | Month | 1225 | 8575 |
| 012080 | Field Engineer/Quality Control Engineer | | | | 0 | 0 | N/A | 0 | 0 |
| 012090 | Field Estimator | | | | 0 | 0 | N/A | 0 | 0 |
| 012100 | General Laborer | 30 | wks | 650 | 19500 | 7 | Month | 1225 | 8575 |
| 012110 | Safety Director | | | | 0 | 0 | N/A | 0 | 0 |
| | | | | | 96900 | | | | 88585 |
| 013010 | Plans & Specifications | 1 | ls | 250 | 250 | 0 | N/A | 0 | 0 |
| 013020 | Photographs | | | | 0 | 1 | LS | 500 | 500 |
| 013030 | Submittals | 1 | ls | 200 | 200 | 1 | LS | 500 | 500 |
| 013040 | As-built Drawings | 1 | ls | 200 | 200 | 1 | LS | 500 | 500 |
| 013050 | Closeout Documents | | | | 0 | 1 | LS | 500 | 500 |
| 013060 | Project Signage | 1 | ls | 150 | 150 | 1 | LS | 250 | 250 |
| 013070 | Video Documentation | | | | 0 | 0 | N/A | 0 | 0 |
| | | | | | 800 | | | | 2250 |
| 014010 | Safety Equipment | 7 | mos | 100 | 700 | 1 | LS | 250 | 250 |
| 014020 | First Aid Supplies | 7 | mos | 30 | 210 | 1 | Each | 50 | 50 |
| 014030 | Fire Extinguishers | 7 | mos | 25 | 175 | 1 | Each | 50 | 50 |
| | | | | | 1085 | | | | 350 |
| 015010 | Field Offices | 7 | mos | 414 | 2898 | 0 | N/A | 0 | 0 |
| 015020 | On-site Storage | 6 | mos | 200 | 1200 | 7 | Month | 250 | 1750 |
| 015030 | Off-site Storage | | | | 0 | 0 | N/A | 0 | 0 |
| 015040 | Portable Toilets | 7 | mos | 200 | 1400 | 7 | Month | 130 | 910 |
| 015050 | Temporary Water Service | 1 | ls | 150 | 150 | 0 | N/A | 0 | 0 |
| 015060 | Temporary Power | 7 | mos | 150 | 1050 | 7 | Month | 120 | 840 |
| 015070 | Temporary Generators | 2 | mos | 200 | 400 | 0 | N/A | 0 | 0 |
| 015080 | Temporary Heat | | | | 0 | 3 | Month | 200 | 600 |
| 015090 | Temporary Lighting | | | | 0 | 0 | N/A | 0 | 0 |
| 015100 | Site Camera/Live Video Feed | | | | 0 | 0 | N/A | 0 | 0 |
| 015110 | Security Guard | | | | 0 | 0 | N/A | 0 | 0 |
| 015120 | Telephone Set Up | | | | 0 | 0 | N/A | 0 | 0 |
| 015130 | Telephone, Monthly Fees | | | | 0 | 0 | N/A | 0 | 0 |
| 015140 | Cell Phones | 7 | mos | 150 | 1050 | 0 | N/A | 0 | 0 |
| 015150 | Radios | | | | 0 | 0 | N/A | 0 | 0 |
| 015160 | Jobsite Drinking Water | | | | 0 | 0 | N/A | 0 | 0 |
| 015170 | Temporary Fencing | 1 | ls | 1200 | 1200 | 7 | Month | 150 | 1050 |
| 015180 | Ladders & Stairs | | | | 0 | 0 | N/A | 0 | 0 |
| 015190 | Employee Parking | | | | 0 | 0 | N/A | 0 | 0 |
| 015200 | Moving & Subsistence | 30 | wks | 180 | 5400 | 0 | N/A | 0 | 0 |
| 015210 | Travel from Home Office | 30 | wks | 450 | 13500 | 7 | Month | 250 | 1750 |
| 015220 | Office Supplies & Equipment | | | | 0 | 0 | N/A | 0 | 0 |
| 015230 | Postage & Shipping | | | | 0 | 1 | LS | 750 | 750 |
| | | | | | 28248 | | | | 7650 |
| 017010 | Access Roads | | | | 0 | 0 | N/A | 0 | 0 |
| 017020 | Barricades | | | | 0 | 0 | N/A | 0 | 0 |
| 017030 | Covered Walkways | | | | 0 | 0 | N/A | 0 | 0 |
| 017040 | Storm Water Management | | | | 0 | 0 | N/A | 0 | 0 |
| 017050 | Erosion Control | | | | 0 | 0 | N/A | 0 | 0 |
| 017060 | Shoring | | | | 0 | 0 | N/A | 0 | 0 |
| 017070 | Traffic Control | 14 | wks | 150 | 2100 | 0 | N/A | 0 | 0 |
| 017080 | Protection of Adjacent Construction | | | | 0 | 1 | LS | 650 | 650 |
| 017090 | Protection of Installed Construction | 4 | mos | 150 | 600 | 1 | LS | 950 | 950 |
| 017100 | Surveying | | | | 0 | 1 | LS | 750 | 750 |
| 017110 | Construction Layout | | | | 0 | 1 | LS | 250 | 250 |
| 017120 | Field Engineering Equipment | | | | 0 | 0 | N/A | 0 | 0 |
| 017130 | Pick Up Rental & Expense | 30 | wks | 450 | 13500 | 0 | N/A | 0 | 0 |
| 017140 | Fork Lift | 5 | mos | 1950 | 9750 | 0 | N/A | 0 | 0 |
| 017150 | Crane Costs | | | | 0 | 0 | N/A | 0 | 0 |

| | | | | | | | | | |
|--|---------------------------------|----|-----|-----------|----------------|---|-------|-------|----------------|
| 017160 | Material Hoisting | | | | 0 | 1 | Month | 1600 | 1600 |
| 017170 | Personnel Hoisting | | | | 0 | 0 | N/A | 0 | 0 |
| 017180 | Scaffolding | | | | 0 | 0 | N/A | 0 | 0 |
| 017190 | Water Truck | | | | 0 | 0 | N/A | 0 | 0 |
| 017200 | Weather Protection | | | | 0 | 1 | LS | 500 | 500 |
| 017210 | Snow & Ice Removal | | | | 0 | 1 | LS | 500 | 500 |
| 017220 | Dumpster Fees | 7 | mos | 450 | 3150 | 5 | Each | 945 | 4725 |
| 017230 | Progress Cleaning | 30 | wks | 200 | 6000 | 7 | Month | 400 | 2800 |
| 017240 | Final Clean Up | 1 | ls | 1050 | 1050 | 1 | LS | 1400 | 1400 |
| 017250 | Soils Testing | | | | 0 | 0 | N/A | 0 | 0 |
| 017260 | Concrete Testing | | | | 0 | 0 | N/A | 0 | 0 |
| 017270 | Weld Inspections | | | | 0 | 0 | N/A | 0 | 0 |
| | | | | | 36150 | | | | 14125 |
| 011010 | Building Permit | | | | 0 | 0 | N/A | 0 | 0 |
| 011020 | Plan Check Fee | | | | 0 | 0 | N/A | 0 | 0 |
| 011030 | Water Tap Fees | | | | 0 | 0 | N/A | 0 | 0 |
| 011040 | Sewer Tap Fees | | | | 0 | 0 | N/A | 0 | 0 |
| 011050 | Sanitary Tap Fees | | | | 0 | 0 | N/A | 0 | 0 |
| 011060 | Other Government Fees & Permits | 1 | ls | 6125.48 | 6125.48 | 0 | N/A | 0 | 0 |
| 011070 | Performance & Payment Bonds | 1 | ls | 12528 | 12528 | 1 | LS | 12000 | 12000 |
| 011080 | Builder's Risk Insurance | 1 | ls | 2675 | 2675 | 1 | LS | 2250 | 2250 |
| 011090 | General Liability Insurance | | | | 0 | 1 | LS | 8300 | 8300 |
| 011100 | Other Insurance | | | | 0 | 0 | N/A | 0 | 0 |
| 011110 | Preconstruction Services | | | | 0 | 0 | N/A | 0 | 0 |
| 011120 | Overhead | 1 | ls | 104809.91 | 104809.91 | 1 | LS | 39000 | 39000 |
| 011130 | Profit | 1 | ls | 30882.38 | 30882.38 | 1 | LS | 39000 | 39000 |
| 011140 | Additional Soft Costs | | | | 0 | 0 | N/A | 0 | 0 |
| | | | | | 157020.77 | | | | 100550 |
| Total General Conditions & Fees | | | | | 483,387 | | | | 326,470 |



**CLARIFICATIONS
400 CHASE STREET REHABILITATION
MAY 17, 2016**

Attention: Scott McClelland

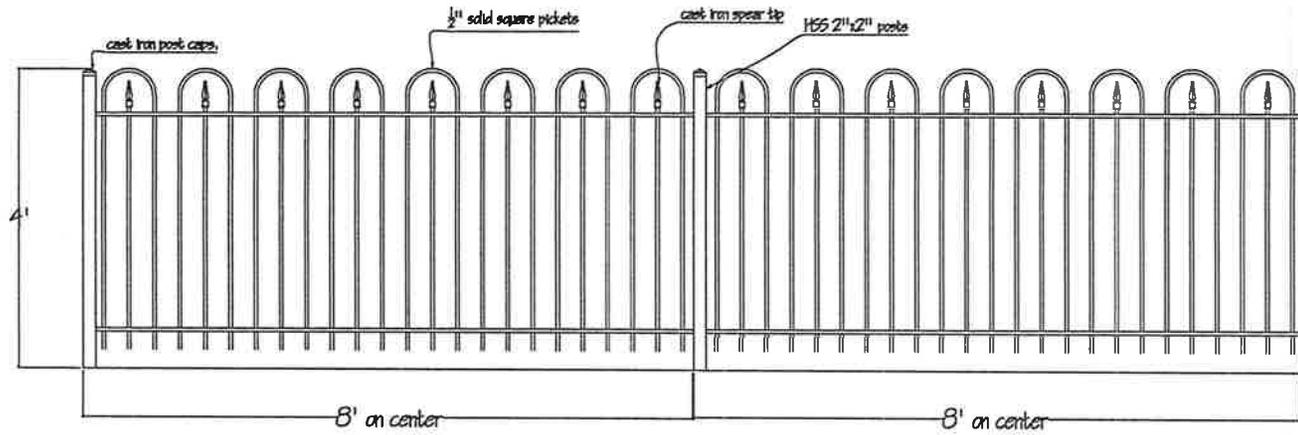
Dear Scott,

Per the Instructions to Bidders, section F.2, please find a list of clarifications and assumptions affecting the scope of work for this project.

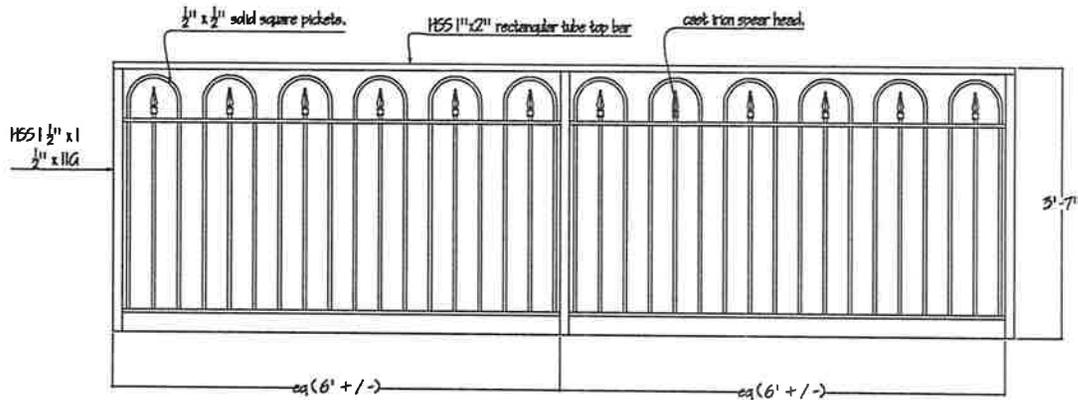
1. Big Valley Construction assumes no responsibility for water quality control permits.
2. The wire fencing specified in the Project Manual, Division 5 is no longer available. Our bid includes cost for a similar product that we were able to source. See attached shop drawings.
3. The gutters and downspouts specified in the Project Manual, Division 5 would have to be custom manufactured. We have substituted 26 gauge galvanized gutters and downspouts in lieu of 24 gauge in the specification.
4. The carpet specified in the Project Manual, Division 9 is no longer available. Our bid includes Mohawk Laurel Path installed over 3/8lb rebond pad.

Sincerely,

Peter Maki
Project Manager
Big Valley Construction, LLC



TYP FENCE DESIGN.



TYP GUARD RAIL DESIGN.



Proposal Clarifications

5/16/16

NV5

Attn: Scott McClelland

2650 18th St. Denver

Project: 400 Chase St Restoration – Proposal Clarifications

400 Chase St. Restoration - Clarifications

- We plan on mobilizing on site for this project starting approximately mid-June 2016;
- We anticipate finishing in late December, however, we have anticipated a few weeks of weather
- All work has been proposed on as regular time during the normal work week;
- We have not included costs for De-watering
- There are no costs included for any type of permitting to divert the stream from any agency such as the DEQ, Corps of Engineers, etc.
- The Street will need to be closed or reduced to one lane during utility, masonry, and street work phases.

RESOLUTION 44-2016
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. 44-2016

**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. The Title VI Plan as approved on April 13, 2016, is hereby repealed.

RESOLVED AND PASSED this 8th day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



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

SUBJECT: Resolution 44-2016, a Resolution approving the revised Title VI plan for the Black Hawk Central City Tramway operations.

RECOMMENDATION:

If City Council chooses to approve Resolution 44-2016, a Resolution approving the Title VI plan for the Black Hawk Central City Tramway operations, the recommended motion is as follows: “Approve Resolution 44-2016, 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: N/A
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:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, Acting City Manager

CITY OF BLACK HAWK/BH & CC TRAMWAY TITLE VI COMPLIANCE PLAN

Part One: Introduction Part Two: Public Notice of Rights
Part Three: Complaint Process/Investigation Procedure/ Complaint Form
Part Four: Public Participation Part Five Standards and Policies
Part Six Limited English Proficiency Plan
May 2016

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. 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

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.

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

or Federal Transit Administration
Region 8
Attn: Civil Rights Officer
12300 West Dakota Avenue
Suite 310
Lakewood, CO 80228
720-963-3300
Fax 720-963-3333

- 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: | | | | |
| Name: | | | | |
| Address: | | | | |
| Telephone (Home): | | | Telephone (Work): | |
| Electronic Mail Address: | | | | |
| Accessible Format Requirements? | Large Print | | Audio Tape | |
| | TDD | | Other | |
| 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): | | | | |
| <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> 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 |

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.

| | <u>Off Peak</u> | <u>Peak</u> |
|----------|-----------------|-------------|
| Cutaway | 14 | 18 |
| Mid-Size | 23 | 30 |
| Large | 28 | 36 |

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.

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.

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.

| Data Category | Adams County | | Arapahoe County | | Boulder County | | Gilpin County | | Douglas County | | Jefferson County | |
|--|--------------|------|-----------------|------|----------------|------|---------------|------|----------------|------|------------------|------|
| | Total # | % | Total # | % | Total # | % | Total # | % | Total # | % | Total # | % |
| Total Population (5 years old & older) | 396,285 | 100 | 523,128 | 100 | 276,549 | 100 | 5,001 | 100 | 258,481 | 100 | 501,761 | 100 |
| Population Speaking English "Not Well" or "Not at All" | 31204 | 8% | 27279 | 5% | 9133 | 3% | 29 | 1% | 2589 | 1% | 7411 | 1% |
| Population Speaking English "Not Well" or "Not at All" Spanish | 26402 | 85% | 19255 | 71% | 7655 | 84% | 29 | 100% | 1381 | 53% | 4594 | 62% |
| Other Indo-European | 1313 | 4% | 2047 | 8% | 622 | 7% | 0 | 0% | 439 | 17% | 957 | 13% |
| Asian and Pacific Islander | 3222 | 10% | 4285 | 16% | 842 | 9% | 0 | 0% | 753 | 29% | 1728 | 23% |
| Other | 267 | 1% | 1692 | 6% | 14 | 0% | 0 | 0% | 16 | 1% | 132 | 2% |
| Total | 31204 | 100% | 27279 | 100% | 9133 | 100% | 29 | 100% | 2589 | 100% | 7411 | 100% |

| Data Category | Aurora | | Black Hawk | | Boulder | | Central City | | Lakewood | | Longmont | |
|--|---------|------|------------|-----|---------|------|--------------|------|----------|------|----------|------|
| | Total # | % | Total # | % | Total # | % | Total # | % | Total # | % | Total # | % |
| Total Population (5 years old & older) | 292,048 | 100 | 106 | 100 | 93,394 | 100 | 508 | 100 | 134,492 | 100 | 78,842 | 100 |
| Population Speaking English "Not Well" or "Not at All" | 26770 | 9% | 0 | 0% | 2002 | 2% | 21 | 4% | 3440 | 3% | 5101 | 6% |
| Population Speaking English "Not Well" or "Not at All" Spanish | 21267 | 79% | 0 | 0% | 1650 | 82% | 21 | 100% | 2423 | 70% | 4823 | 95% |
| Other Indo-European | 933 | 3% | 0 | 0% | 200 | 10% | 0 | 0% | 154 | 4% | 136 | 3% |
| Asian and Pacific Islander | 3332 | 12% | 0 | 0% | 152 | 8% | 0 | 0% | 838 | 24% | 133 | 3% |
| Other | 1238 | 5% | 0 | 0% | 0 | 0% | 0 | 0% | 25 | 1% | 9 | 0% |
| Total | 26770 | 100% | 0 | 0% | 2002 | 100% | 21 | 100% | 3440 | 100% | 5101 | 100% |

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

| County/ Major City | Spanish | Indo- European | Asian | Other | Non-English Speaking Well Total | Total Population | |
|-----------------------|---------|-------------------|--------|-------|---------------------------------------|---------------------|------------|
| Adams | 26,402 | 1,313 | 3,222 | 267 | 31,204 | 396,285 | |
| Arapahoe | 19,255 | 2,047 | 4,285 | 1,692 | 27,279 | 523,128 | |
| Boulder | 7,655 | 622 | 842 | 14 | 9,133 | 273,549 | |
| Gilpin | 29 | - | - | - | 29 | 5,001 | |
| Douglas | 1,381 | 439 | 753 | 16 | 2,589 | 258,481 | |
| Jefferson | 4,594 | 957 | 1,728 | 132 | 7,411 | 501,761 | |
| Aurora | 21,267 | 933 | 3,332 | 1,238 | 26,770 | 292,048 | |
| Black Hawk | - | - | - | - | - | 106 | |
| Boulder | 1,650 | 200 | 152 | - | 2,002 | 93,394 | |
| Central Ctiy | 21 | - | - | - | 21 | 508 | |
| Lakewood | 2,423 | 154 | 838 | 25 | 3,440 | 134,492 | |
| Longmont | 4,823 | 136 | 133 | 9 | 5,101 | 78,842 | |
| | 89,500 | 6,801 | 15,285 | 3,393 | 114,979 | 2,557,595 | 4% |
| | 78% | 6% | 13% | 3% | | | (of Total) |

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

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.

RESOLUTION 45-2016
A RESOLUTION
APPROVING THE
PURCHASE OF SELF
CONTAINED BREATHING
APPARATUS FROM
FRONT RANGE FIRE
APPARATUS

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

Resolution No. 45-2016

TITLE: A RESOLUTION APPROVING THE PURCHASE OF SELF CONTAINED BREATHING APPARATUS FROM FRONT RANGE FIRE APPARATUS

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

Section 1. The City Council approves the purchase of Self Contained Breathing Apparatus from Front Range Fire Apparatus in the amount of \$151,730, plus the purchase of additional operational and safety options totaling \$71,380 for a total purchase amount of \$223,110.

RESOLVED AND PASSED this 8th day of June, 2016.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Resolution for the purchase of Self Contained Breathing Apparatus from Front Range Fire Apparatus for the Fire Department and Water Department.

RECOMMENDATION: Staff recommends the approval to purchase 26 Self Contained Breathing Apparatus for the Fire and Water Departments for a total of \$151,730 from Front Range Fire Apparatus. Staff also recommends purchase of additional operational and safety options totaling \$71,380 for a total purchase amount of \$223,110.

MOTION TO APPROVE: Staff recommends the following motion to the Mayor and Board of Aldermen: Approval of Resolution 45-2016, a resolution approving the purchase of Self Contained Breathing Apparatus from Front Range Fire Apparatus.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Within the Capital Budget for 2016 is the replacement of the Fire Department's Self Contained Breathing Apparatus (SCBA) The current equipment meets the 2003 NFPA standard (3 revisions old). Current equipment does not meet the latest safety standards (2013 NFPA Standard Edition). The water department's SCBA are of a different manufacturer and equally old. An RFP was given to the 4 manufacturers who are offering an SCBA meeting this standard and all 4 submitted proposals. I have provided a spreadsheet showing the comparisons between the 4 submitters for your review. Avon has been discounted as an appropriate bidder as we are unable to fit test their model face pieces with our fit testing equipment. Therefore the lowest bidder to meet the needs of the fire department and the water department would be MSA (Front Range Fire Apparatus). MSA has a significant history of customer service with the fire department including their product and service. I would recommend the award of the SCBA purchase for the water and fire departments to be awarded to Front Range Fire Apparatus. MSA also offers multiple operational and safety options providing better service capabilities for our staff and will actually bring the units in compliance with the expected 2018 NFPA Standard edition. I would recommend the purchase of these identified options for a total of \$71,380. The line item contains \$240,000 designated for this purpose and we will be able to add the water department equipment to the fire department and remain within that budget amount.

AGENDA DATE: June 8, 2016

WORKSHOP DATE: N/A

FUNDING SOURCE: 2016 Capital Budget 305-3101-4317599

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Don Taylor, Fire Chief

DOCUMENTS ATTACHED: Yes

RECORD: []Yes [X]No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Don Taylor, Fire Chief

REVIEWED BY:



Stephen N. Cole, Acting City Manager



| | | SCBA RFP ANALYSIS | | | | | |
|--------------|---|--------------------------|-------------------------------------|-------------------------------------|---------------------------|------------------------------|--|
| | Manufacturer | | Avon | Honeywell | MSA | SCOTT | |
| | Distributor | | LN Curtis | LN Curtis | Front Range Fire | MES | |
| | PM Facility | | Salt Lake City | Salt Lake City | Denver (Fixed and Mobile) | Denver (Fixed and Mobile) | |
| | Repair Facility | | CO Springs Mobile (covers 5 states) | CO Springs Mobile (covers 5 states) | Denver (Fixed and Mobile) | Denver (Fixed and Mobile) | |
| | Warranty | | 15 Year | 15 Year (no Comms Equipment) | 15 Year | 10 Year | |
| | Fit Test Capable | | Not Available per OHD | Yes | Yes | Yes | |
| | | Quantity | | | | | |
| Fire | Harness | 20 | \$2,806 X 20 = \$56,120 | \$3,466 X 20 = \$69,320 | \$4,135 X 20 = \$82,700 | \$5,000 X 20 = \$100,000 | |
| | 45 Minute Bottle (SCBA) | 20 | \$753 X 20 = \$15,060 | \$587 X 20 = \$11,740 | \$850 X 20 = \$17,000 | \$1,040 X 20 = \$20,800 | |
| | 45 Minute Bottle (Spare) | 40 | \$801 X 40 = \$32,040 | \$595 X 40 = \$23,800 | | Included | |
| | Face Pieces | 20 | \$579 X 20 = \$11,580 | \$191 X 20 = \$3,820 | \$270 X 20 = \$5,400 | \$260 X 20 = \$5,200 | |
| | Spare Face Pieces | 3 | \$578 X 3 = \$1,719 | \$191 X 3 = \$573 | \$270 X 3 = \$810 | \$260 X 3 = \$780 | |
| | Quick Disconnect Regulator | 20 | | | | \$236 X 20 = \$4,720 | |
| | Voice Amplification System | 23 | Included | \$452 X 23 = \$10,396 | Blue Tooth Included | Meets NFPA 1982 2013 Edition | |
| | Rapid Intervention Kits | 3 | \$1,514 X 3 = \$4,542 | \$1,104 X 3 = \$3,312 | \$2,590 X 3 = \$7,770 | \$2,800 X 3 = \$8,400 | |
| | 60 Minute Bottle (RIT) | 3 | Included | \$654 X 3 = \$1,962 | \$1,060 X 3 = \$3,180 | \$1,160 X 3 = \$3,480 | |
| | Transfill Hose (Required in NFPA 1982 2013 Edition) | 3 or 6 | Not included in RFP | \$395 X 6 = \$2,370 | \$560 X 3 = \$1,680 | \$550 X 6 = \$3,330 | |
| | Fire Subtotal | | \$121,061 | \$127,293 | \$118,540 | \$146,710 | |
| Water | Harness | 6 | \$2,806 X 6 = \$16,836 | \$3,466 X 6 = \$20,796 | \$4,135 X 6 = \$24,910 | \$5,000 X 6 = \$30,000 | |
| | 45 Minute Bottle (SCBA) | 6 | \$753 X 6 = \$4,518 | \$587 X 6 = \$3,522 | \$850 X 6 = \$5,100 | \$1,040 X 6 = \$6,240 | |
| | 45 Minute Bottle (Spare) | 2 | \$801 X 2 = \$1,602 | \$595 X 2 = \$1,190 | | Included | |
| | Face Pieces | 8 | \$579 X 8 = \$4,632 | \$191 X 8 = \$1,528 | \$270 X 8 = \$2,160 | \$260 X 8 = \$2,080 | |
| | Quick Disconnect Regulator | 6 | | | | \$236 X 6 = \$1,416 | |
| | Voice Amplification Kit | 8 | Included | \$452 X 8 = \$3,616 | N/A Blue Tooth Included | Meets NFPA 1982 2013 Edition | |
| | Transfill Hose (Required in NFPA 1982 2013 Edition) | 2 | Not Included in RFP | \$395 X 2 = \$790 | \$560 X 2 = \$1,120 | \$550 X 2 = \$1,100 | |
| | Water Subtotal | | \$27,588 | \$31,442 | \$33,190 | \$40,836 | |
| | Fire and Water Total without Possible Deductions | | \$140,649 | \$158,735 | \$152,280 | \$187,546 | |
| | Possible Deductions | | | | | | |
| | SCBA Trade In | 20 | | | | \$,4000 | |
| | Fire and Water Total | | \$140,649 | \$158,735 | \$152,280 | \$183,546 | |