REGULAR MEETING AGENDA

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

September 11, 2019
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

3. AGENDA CHANGES:

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

5. PUBLIC COMMENT: Please limit comments to 5 minutes

6. APPROVAL OF MINUTES: August 28, 2019

7. PUBLIC HEARINGS:


8. ACTION ITEMS:


   B. Resolution 59-2019, A Resolution Approving the First Addendum to Trade Contractor Agreement for the Complete Demolition of 500 Chase Street and 531 Chase Street with Grapes & Sons Excavation

   C. Resolution 60-2019, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and PEH Architects in an Amount Not To Exceed $262,070.00 for Design Services Pertaining to the Gregory Street Commercial Building

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
New Public Works employees Flesh, Groves, Ho, and Shomler shared a four-way handoff to ring the bell today.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, August 28, 2019, 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 Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Acting Street Superintendent Jackson, Street Maintenance Workers Flesh, Groves, Ho, and Shomler, Community Planning & Development Administrator Linker, and Deputy City Clerk Martin.

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

3. AGENDA CHANGES: Deputy City Clerk Martin confirmed Action Item B, Resolution 57-2019 had been added to the agenda.

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

   City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.
5. INTRODUCTION OF NEW EMPLOYEES: Garrett Flesh, Street Maintenance 1
Eric Groves, Street Maintenance 1
Henry Ho, Street Maintenance 1
Robert Shomler, Street Maintenance 1

Acting Street Superintendent Jackson introduced the new Street employees. Their bios were included in the packet. They were warmly welcomed, and the Mayor and City Council told them the City looks great and that they are doing a good job!

6. EXECUTIVE SESSION: Mayor Spellman dispensed with this Executive Session.

7. PUBLIC COMMENT: Deputy City Clerk Martin confirmed that resident Tom Feeney had signed up to speak.

Tom Feeney, of Black Hawk, just wanted to let Council know that he was very pleased to see the fresh coat of paint on the stairs and that everything looked great.

8. APPROVAL OF MINUTES: August 14, 2019

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

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

9. PUBLIC HEARINGS:

A. CB18, An Ordinance Approving the 2020 Operating Plan and Budget of the Black Hawk Business Improvement District

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this annual requirement under Colorado law. He added that this 2020 Operating Plan and Budget has already been approved by the Business Improvement District.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB18, an Ordinance approving the 2020 Operating Plan and Budget of the Black Hawk
Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

MOTION TO APPROVE  
Alderman Johnson MOVED and was SECONDED by Alderman Armbright to approve CB18, an Ordinance approving the 2020 Operating Plan and Budget of the Black Hawk Business Improvement District.

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

10. ACTION ITEMS:

A. Resolution 56-2019, A Resolution Approving the Professional Services Agreement Between the City of Black Hawk and Alpine Artisan Studios for the 2019 Christmas Décor Program in an Amount Not To Exceed $147,285.04

Mayor Spellman read the title.

Public Works Director Isbester introduced this item. He said this is the annual contract with a few changes. They plan to retire most of the old metal structures, add onto the new parking structure, and provide photo opportunity decorations, such as a large ornament and a reindeer on a bench.

MOTION TO APPROVE  
Alderman Bennett MOVED and was SECONDED by Alderman Moates to approve Resolution 56-2019, a Resolution approving the Professional Services Agreement between the City of Black Hawk and Alpine Artisan Studios for the 2019 Christmas Décor Program in an amount not to exceed $147,285.04.

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

B. Resolution 57-2019, A Resolution Approving the Revised and Updated Proposal from CIGNA for 2019-2021 Ancillary Coverage

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this item. She said she went back to the benefits broker and asked them to review the weekly benefit for the short-term disability and the monthly benefit for long-term disability since more than half of the City’s
employees make more than what both disabilities currently pay. The broker came back with a modified agreement for short-term disability from $1,250 to $2,000 per week, and the long-term disability from $6,000 to $8,000 per month. She said the modification would only add $1,338 a year and that the City had a rate pass this year, but had also budgeted for a 10% increase for both plans, so the money is already budgeted for in 2019. She added these new amounts would become effective September 1.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Johnson to approve Resolution 57-2019, a Resolution approving the revised and updated proposal from CIGNA for 2019-2021 Ancillary Coverage.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

11. CITY MANAGER REPORTS:

City Manager Cole had nothing to report.

12. CITY ATTORNEY:

City Attorney Hoffmann updated Council on the Opioid litigation. He said there is a lot of action right now and a status letter will be sent out to all municipalities soon attempting to put together a negotiating class. He said Black Hawk is already a participant, but this letter will try to round up all the other municipalities that are not participating yet. He expects to be able to provide more updates shortly.

13. EXECUTIVE SESSION:

City Attorney Hoffmann recommended item number 2 only for Executive Session, and the specific legal advice relates to potential legislation.

**MOTION TO ADJOURN INTO EXECUTIVE SESSION**

Alderman Bennett MOVED and was SECONDED by Alderman Johnson to adjourn into Executive Session at 3:10 p.m. to hold a conference with the City’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

**MOTION PASSED**

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

Alderman Bennett MOVED and was SECONDED by Alderman Moates to adjourn the Executive Session at 3:20 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 3:20 p.m.

____________________________
Melissa A. Greiner, CMC
City Clerk

____________________________
David D. Spellman
Mayor
COUNCIL BILL 19
ORDINANCE 2019-19
A BILL FOR AN
ORDINANCE REPEALING
AND REENACTING
ARTICLE XIX OF
CHAPTER 6 OF THE
BLACK HAWK
MUNICIPAL CODE,
ELIMINATING SOCIAL
CLUBS AND CREATING A
LICENSING SYSTEM FOR
MARIJUANA
HOSPITALITY
ESTABLISHMENTS
SUBJECT: Marijuana Hospitality Establishments

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


SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City Council recognizes that open or public consumption of marijuana is illegal in the state despite legalization of the substance under the Colorado Constitution and state law, and finds there is an unmet need within the City for private, safe and regulated places where adults can legally use and consume marijuana in a social setting. The City Council finds such private social use or consumption of marijuana should be regulated locally, consistent with the state regulatory process set forth in House Bill 19-1230, to minimize the potential adverse impacts on its citizens potentially caused by violations, underage consumption and civil disturbances, as well as to maintain peace and tranquility within the City.

AGENDA DATE: September 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ]Yes [ ]No

STAFF PERSON RESPONSIBLE: Melissa Greiner
City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Council Bill 19

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB19
ORDINANCE NUMBER: 2019-19

TITLE: A BILL FOR AN ORDINANCE REPEALING AND REENACTING ARTICLE XIX OF CHAPTER 6 OF THE BLACK HAWK MUNICIPAL CODE, ELIMINATING SOCIAL CLUBS AND CREATING A LICENSING SYSTEM FOR MARIJUANA HOSPITALITY ESTABLISHMENTS

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

Section 1. Article XIX of Chapter 6 of the Black Hawk Municipal Code is hereby repealed and reenacted to read as follows:

ARTICLE XIX
MARIJUANA HOSPITALITY ESTABLISHMENTS

Sec. 6-601. Findings of fact.

The City Council recognizes that open or public consumption of marijuana is illegal in the state despite legalization of the substance under the Colorado Constitution and state law, and finds there is an unmet need within the City for private, safe and regulated places where adults can legally use and consume marijuana in a social setting. The City Council finds such private social use or consumption of marijuana should be regulated locally, consistent with the state regulatory process set forth in House Bill 19-1230, to minimize the potential adverse impacts on its citizens potentially caused by violations, underage consumption and civil disturbances, as well as to maintain peace and tranquility within the City.

Sec. 6-602. Definitions.

The following words, when used in this Article, shall have the meanings respectively ascribed to them:

Alcohol beverage means fermented malt beverage or malt, vinous or spirituous liquors; except that alcoholic beverage shall not include confectionery containing alcohol within the limits prescribed by C.R.S. § 25-5-410(1)(i)(II).

License means a marijuana hospitality establishment license issued pursuant to this Article.

Marijuana has the same meaning as defined in Sec. 6-555 of this Code.
**Marijuana hospitality establishment** means a facility licensed to permit the consumption, but not the sale, of medical or retail marijuana, medical or retail marijuana concentrate, and medical or retail marijuana-infused products pursuant to this Article.

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

**Open and public or openly and publicly** means a place not protected from unaided observation lawfully made from outside its perimeter not involving physical intrusion and to which the public or a substantial number of the public has access without restriction including, without limitation, highways, transportation facilities, places of amusement, parks, playgrounds, and the common areas of public buildings and facilities that are generally open or accessible to members of the public without restriction.

**Premises** means the distinct and defined private location of a marijuana hospitality establishment, which may include a building, a part of a building, a room, or any other definite contiguous area adequately separated by physical barriers and ventilation to prevent observation of the premises by site, sound or smell from outside of the premises.

**Smoking** means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated marijuana or marijuana concentrate intended for inhalation.

**Vaping** means the activation of an electronic smoking device, or the possession of any activated electronic smoking device, containing marijuana or marijuana concentrate.

**Sec. 6-603. License required.**

Any individual or entity desiring to organize or operate a marijuana hospitality establishment within the City must obtain a marijuana hospitality establishment license from the City. Such license shall be kept current at all times, and the failure to maintain a current license shall constitute a violation of this Section.
Sec. 6-604. Requirements of application for license; payment of application fee; denial of license.

(a) Applications for a marijuana hospitality establishment license shall be made to the City Clerk upon forms provided by the City Clerk for that purpose. An application fee pursuant to a separate resolution setting the City of Black Hawk Fee Schedule shall be submitted at the time of application.

(b) The application shall include a site plan defining the proposed licensed premises, showing where patrons will be permitted to gather, identifying indoor and outdoor seating or gathering areas, showing parking locations for patrons, and identifying all intended uses of the establishment premises. The application shall demonstrate how the premises will be adequately separated by physical barriers and ventilation to prevent observation by site, sound or smell of the premises from outside of the premises. The application shall further describe the methods that will be used to confirm a patron’s age and to restrict all underage access to the establishment.

(c) The City Council shall grant a marijuana hospitality establishment license, provided that the application is fully completed and is in compliance with this Article and the ordinances of the City.

(d) A license granted pursuant to this Article is valid for a period of one (1) year from issuance, at which point the license expires unless the applicant has filed for and received a renewal.

(e) A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required permits or licenses related to the operation of the marijuana hospitality establishment, including, without limitation, a license from the State licensing authority and any development approvals or building permits required by any other applicable provisions of this Code.

(f) A marijuana hospitality establishment license issued prior to January 1, 2020 is considered valid and a licensee may operate without a state-issued marijuana hospitality establishment license only if the licensee applies for a state marijuana hospitality establishment license prior to December 31, 2019. The licensee may continue to operate without a state license until the license is approved by the State licensing authority. If the license is denied by the State licensing authority, the licensee shall immediately cease operations. After January 1, 2020, an applicant for a City marijuana hospitality establishment license must obtain a marijuana hospitality establishment license from the State licensing authority before commencing operations in the City.
Sec. 6-605. Location criteria; limitation on number of marijuana hospitality establishments.

Prior to the issuance of a license for a marijuana hospitality establishment, the local licensing authority shall determine whether the proposed location of the marijuana hospitality establishment complies with the requirements of this Section. Failure to comply with the requirements of this Section shall preclude issuance of a license.

(a) No marijuana hospitality establishment shall be located except within the History Appreciation Recreation Destination (HARD) District.

(b) Each marijuana hospitality establishment shall be operated from a permanent location. No marijuana hospitality establishment shall be permitted to operate from a moveable, mobile or transitory location.

(c) The suitability of a location for a marijuana hospitality establishment shall be determined at the time of the issuance of the first license for such business. The fact that changes in the neighborhood that occur after the issuance of the first license might render the site unsuitable for a marijuana hospitality establishment under this Section shall not be grounds to suspend, revoke or refuse to renew the license for such business so long as the license for the business remains in effect.

(d) In addition to the location limitations set forth herein, no new marijuana hospitality establishment application shall be accepted for filing in the event one (1) marijuana hospitality establishment is already licensed as of the date of the proposed new application.

Sec. 6-606. Renewal.

(a) Each license issued pursuant to this Article shall be valid for one (1) year from the date of issuance and may be renewed only as provided in this Article. All renewals of a license shall be for no more than one (1) year. An application for the renewal of an existing license shall be made to the City Clerk not more than sixty (60) days and not less than thirty (30) days prior to the date of expiration of the license. A licensee may submit to the City Clerk a late renewal application on the prescribed forms and pay a non-refundable late application fee in an amount set forth in the City of Black Hawk Fee Schedule for a renewal application made less than thirty (30) days prior to the date of the expiration of the license. All other provisions concerning renewal applications apply to a late renewal application. The timely filing of a completed renewal application or a late renewal application shall extend the current license until a decision is made on the renewal.
(b) A licensee whose license expires and for which a renewal application has not been received by the expiration date shall be deemed to have forfeited its license under this Article. The City shall not accept renewal applications after the expiration date of such license.

Sec. 6-607. Permitted activities.

Activities on the premises of a marijuana hospitality establishment may include the smoking, vaping, or consumption of marijuana or marijuana products, provided that all other laws, rules and regulations, including without limitation, the requirements of the Colorado Clean Indoor Air Act, C.R.S. § 25-14-201, et seq., and Chapter 7, Article VII, of this Code, applicable to such use and consumption at the particular location are met.

Sec. 6-608. Hours of operation.

Any indoor area of a marijuana hospitality establishment may be open from 7:00 a.m. until 2:00 a.m., and any outdoor consumption area may be open from 7:00 a.m. until midnight. A marijuana hospitality establishment may be open seven (7) days a week.

Sec. 6-609. Restrictions.

A licensee under this Article shall not:

1. Sell, serve, or permit the sale or service of retail or medical marijuana, marijuana products or alcoholic beverages on the premises;

2. Permit, allow, or fail to prevent the consumption of alcoholic beverages on the premises;

3. Operate a license issued pursuant to this Article upon the same licensed premises for which a license or permit issued pursuant to Section 6-58(a) or 6-74 of this Code has been issued;

4. Permit, allow or fail to prevent open or public consumption of marijuana or marijuana products on the premises or otherwise ensure that the display and consumption of marijuana is not visible from outside the licensed premises, except that consumption of marijuana or marijuana products upon the licensed premises in an outdoor area shall not be deemed to be visible provided adequate screening exists as approved by the City;

5. Allow on-duty employees of the establishment to consume any marijuana in or on the premises;
(6) Distribute or allow the distribution of free samples of marijuana in the licensed premises of the establishment;

(7) Allow the smoking of tobacco or tobacco products in the licensed premises of the establishment or otherwise permit, allow, or fail to prevent indoor smoking or other activities in violation of the Colorado Clean Indoor Air Act, C.R.S. § 25-14-201, et seq., or Chapter 7, Article VII, of this Code, on the premises;

(8) Allow onto the premises any person under twenty-one years of age;

(9) Permit the use or consumption of marijuana by a patron who displays any visible signs of intoxication; or

(10) Knowingly permit any activity or acts of disorderly conduct, or otherwise permit rowdiness, undue noise, or other disturbances or activity offensive to the average citizen or to the residents of the neighborhood in which the licensed premises is located.

Sec. 6-610. Report of disorderly conduct.

Any licensee under this Article shall immediately report to the Police Department any unlawful or disorderly act or conduct committed at or in the marijuana hospitality establishment.

Sec. 6-611. Right of entry.

The Police Department or any authorized agent of the City may conduct routine inspections of the premises to ensure compliance with the requirements of this Article.

Sec. 6-612. Violations.

It is unlawful for any person to organize or operate a marijuana hospitality establishment without first obtaining a license from the City as provided in this Article. Any failure to comply with any conditions stated in a license or any of the requirements of this Article shall be a violation of this Article.

Sec. 6-613. Penalties; Revocation of License.

(a) Failure to comply with the terms of this Article shall constitute a civil infraction. Any person who is found guilty of, or pleads guilty or nolo contendere to the commission of, the civil infraction shall be subject to a civil penalty as set forth in Section 1-74 of this Code. For each day, or portion thereof, during which any violation continues, a person may be cited for a separate civil infraction.

(b) The City may, after notice and hearing, suspend, revoke or refuse to renew a license for good cause, including suspension or revocation of the licensee's
State license or failure to comply with the terms of this Article. The City is authorized to adopt rules and procedures governing the conduct of such hearings.

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

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

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

READ, PASSED AND ORDERED POSTED this 11th day of September, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

_______________________________
Melissa A. Greiner, CMC, City Clerk
RESOLUTION 58-2019
A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED MATERIAL MODIFICATIONS OF THE SERVICE PLAN OF THE SILVER DOLLAR METROPOLITAN DISTRICT
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District

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

MOTION TO APPROVE Resolution 58-2019, A Resolution Setting a Public Hearing on the Proposed Material Modifications of the Service Plan of the Silver Dollar Metropolitan District

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The amendment to the Service Plan of the District sets forth (1) the power and authority for the District to provide transportation services, (2) the power and authority for the District to provide activities in support of business recruitment, management and development, and (3) a change in the number of the members of the District’s Board of Directors from five (5) to nine (9).

AGENDA DATE: September 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [ X ] Yes [ ] No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk/Administrative Services Director

DOCUMENTS ATTACHED: Eight Amendment to the Service Plan of the Silver Dollar Metropolitan District

RECORD: [ ] Yes [ X ] No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC
City Clerk/Administrative Services Director

Stephen N. Cole
City Manager
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 58-2019

TITLE: A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED MATERIAL MODIFICATIONS OF THE SERVICE PLAN OF THE SILVER DOLLAR METROPOLITAN DISTRICT

WHEREAS, the City Council of the City of Black Hawk has received three written proposals from the Silver Dollar Metropolitan District (the "District") for material modifications to its existing Service Plan (collectively, the "Eighth Amendment") to add additional authorized services to be provided by the District and change the number of members of the Board of Directors;

WHEREAS, the proposed Eighth Amendment specifically seeks to authorize the District to provide (1) transportation services pursuant to C.R.S. § 32-1-1004(9); (2) activities in support of business recruitment, management and development pursuant to C.R.S. § 32-1-1004(9); and (3) a change in the number of the District's Board of Directors from five (5) to nine (9) pursuant to the City of Black Hawk Home Rule Charter;

WHEREAS, pursuant to the process set forth in the existing Service Plan, a modification of the Service Plan requires a public hearing with posted public notice of the date, time, place and purpose of the public hearing on the Amendment in the manner normally provided by the City for the posting of agenda items that may come before the City Council; and

WHEREAS, the City Council desires to have a public hearing on the proposed Eighth Amendment in the manner set forth in the Service Plan.

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

Section 1. The City Council of the City of Black Hawk acknowledges receipt of the proposed Eighth Amendment as described and provided in Exhibit 1, attached hereto and incorporated herein by this reference, and determines to hold a public hearing to consider the Eighth Amendment on September 25, 2019, at 3:00 p.m., or as soon thereafter as the matter may be heard, in the Black Hawk City Council Chambers, 211 Church Street, Black Hawk, Gilpin County, Colorado 80422.

Section 2. The City Clerk is hereby directed to include within the regular meeting agenda of the September 25, 2019 Black Hawk City Council meeting the following posted notice of the public hearing:

Notice is hereby given to all interested persons to appear at the public hearing before the City Council of the City of Black Hawk, Colorado at 211 Church Street, Black Hawk, Gilpin County, Colorado, on the 25th day of September, 2019, at 3:00 p.m., at which time the City Council shall determine whether to approve,
conditionally approve, or disapprove the proposed Eighth Amendment of the Silver Dollar Metropolitan District to authorize the District to provide (1) transportation services; (2) activities in support of business recruitment, management and development; and (3) a change in the number of the District's Board of Directors from five (5) to nine (9).

RESOLVED AND PASSED this 11\textsuperscript{th} day of September, 2019.

__________________________________________
David D. Spellman, Mayor

ATTEST:

__________________________________________
Melissa A. Greiner, CMC, City Clerk
August 21, 2019

Melissa Greiner, City Clerk
City of Black Hawk

RE: Eighth Amendment to the Service Plan of the Silver Dollar Metropolitan District ("District")

Dear Melissa,

Enclosed is the Eighth Amendment to the Service Plan of the District; and, the related Resolutions concerning Transportation Services; a Nine Member Board of Directors; and, activities in support of business recruitment, management and development.

The District's Board of Directors hereby submit to the Black Hawk City Council the amendment to the District's Service Plan and related Resolutions for City Council consideration and approval.

If you have any questions or need additional information, please do not hesitate to contact me.

Thank you,

Lynnette Hailey
District Manager

Enclosures

CC: Rick Kron, Esq. via email
EIGHTH AMENDMENT TO THE SERVICE PLAN
OF THE
SILVER DOLLAR METROPOLITAN DISTRICT

I. INTRODUCTION

Pursuant to the August 2, 2000, Silver Dollar Metropolitan District ("District") Service Plan, Section IX. Modification of Service Plan, and the Special District Act, C.R.S. § 32-1-101, et seq., the District’s Board of Directors hereby submits to the Black Hawk City Council the following amendment to the District’s Service Plan for City Council consideration and approval.

This amendment to the Service Plan of the District (the “Amendment”) sets forth (1) the power and authority for the District to provide transportation services, (2) the power and authority for the District to provide activities in support of business recruitment, management and development, and (3) a change in the number of the members of the District’s Board of Directors from five (5) to nine (9). As shown in the attached Resolutions, the Board of Directors of the District has determined that it is in the best interests of the District to amend the Service Plan as set forth herein.

The procedure for amending the Service Plan, as previously approved by the City, is reprinted in the attached Resolutions.

This Amendment is submitted in accordance with the requirements of the Special District Act, specifically Section 32-1-207(2), C.R.S.

II. AMENDMENT

A. Transportation Services

The District shall have the power and authority to provide for transportation services as allowed by C.R.S. § 32-1-1004(9), C.R.S. § 32-1-1106, Part 6 of Article 4 of Title 43, C.R.S., C.R.S. § 29-1-203, and/or any and all other law, including but not limited to the design, acquisition, installation, construction, financing, operation, and maintenance of public transportation system improvements, including transportation equipment, park and ride facilities and parking lots, parking structures, roofs, covers, and facilities, including structures for repair, operations and maintenance of such facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

The District is authorized to provide such services by any available means allowed by Colorado law, including directly or by contract. The District is authorized, with the approval of its eligible electors, if an as such approval is required by law, to impose taxes, rates, fees, tolls, charges and penalties, and to incur debt for such purposes.

B. Business Recruitment, Management and Development Authority

The District shall have the power and authority to provide activities in support of
business recruitment, management and development consistent with the provisions of the Special District Act and as specifically set forth in C.R.S. § 32-1-1004(9).

The District is authorized to provide such services by any available means allowed by Colorado law, including directly or by contract. The District is authorized, with the approval of its eligible electors, if an such approval is required by law, to impose taxes, rates, fees, tolls, charges and penalties, and to incur debt for such purposes.

C. Nine Member Board of Directors

Pursuant to the home rule authority of the City, the Board shall have nine (9) members, four (4) of whom shall stand for election at the next regular election of the District in May 2020, and five (5) of whom shall stand for election in May 2022. The terms and subsequent terms of office for the District’s directors shall be consistent with the Special District Act, C.R.S. § 32-1-101, et seq., and other applicable law, and under no circumstances shall the term of a member of the Board who is currently in office be lengthened or shortened by this amendment. Vacancies on the Board, including the initial vacancies resulting from the Amendment, shall be filled by appointment by the remaining Board members as provided in the Special District Act.

III. CONFORMING AMENDMENTS

To the extent necessary, the remainder of the Service Plan of the District is hereby amended to conform with the provisions hereof. No other changes are authorized by this Amendment and the Service Plan as amended is hereby ratified and confirmed.

IV. CONCLUSION

It is submitted that this Amendment, with the Original Service Plan, as amended, as necessarily modified hereby, meets the requirements of the Special District Act. Therefore, the District respectfully requests that the City Council of the City of Black Hawk, Colorado, which has jurisdiction to approve the Amendment by virtue of Section 32-1-204.5, C.R.S., as amended, adopt a resolution approving this Eighth Amendment to the Service Plan for the Silver Dollar Metropolitan District as submitted.

Respectfully Submitted, August 20, 2019.

BOARD OF DIRECTORS
SILVER DOLLAR METROPOLITAN DISTRICT

Attachments:
1. Resolution Concerning Transportation Services
2. Resolution Concerning Activities in Support of Business Recruitment, Management and Development
3. Resolution Concerning a Nine Member Board of Directors
RESOLUTION OF THE
SILVER DOLLAR METROPOLITAN DISTRICT
(Concerning Transportation Services)

WHEREAS, the Silver Dollar Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District was organized by order of the District Court in and for Gilpin County in Civil Action No. 00CV044 effective December 6, 2000; and

WHEREAS, Section V “Council Decision Points” (page 12) of the Service Plan of the District states in relevant part:

“The Board of Directors of the District must return to the City Council and obtain approval of a service plan amendment from Council before proceeding with the following actions:

5. Requests for material modifications to the service plan which shall include modifications of a basic or essential nature including any additions to the types of services initially provided by the District, change in dissolution date, change in debt limit, change in revenue type, change in maximum mill levy, or any changes described in this Service Plan that constitute a material modification. The examples above are only examples and are not an exclusive list of all actions which may be identified as a material modification. The City’s approval shall not be required for mechanical modifications to this Service Plan necessary for the execution of the original financing plan for public improvements previously outlined in the plan unless otherwise provided in the Service Plan. [Emphasis added];

and

WHEREAS, Section IX of the Service Plan furnishes the following procedure for modification of the Service Plan:

“IX. MODIFICATION OF SERVICE PLAN

The following procedure shall be followed in order to effect any modification of this service plan.

a. In such detail as may be reasonably requested by the City, the District shall
set forth a written proposal for the modification of the service plan ("Amendment").

b. The District shall file the Amendment with the City Clerk, City Manager and the City Attorney.

c. The City Clerk shall cause to be scheduled, and shall inform the District of, the date, time, and place for a public hearing by the City’s City Council on the Amendment.

d. The City shall provide posted public notice of the date, time, place and purpose of the public hearing on the Amendment. Such notice may be combined in the notice of any other agenda item that may come before the City Council and shall be posted at the time, in the location, and in the manner, as is provided by City charter and/or ordinance for the posting of notice for regular meetings of the City Council. Failure of the notice to specify that a public hearing shall be conducted concerning the Amendment shall not affect the validity of the notice.

e. The Council shall hold a public hearing on the Amendment in accordance with its regular procedures for public hearings.

f. The Council shall, within 30 days of the conclusion of the public hearing, adopt an ordinance approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances,''

WHEREAS, the City of Black Hawk and the District have discussed the desirability of cooperation and funding by the District in the provision of transportation services; and

WHEREAS, the Board of Directors of the District has determined that it is in the best interest of the District to cooperate with the City of Black Hawk in the provision of such services and to request an amendment to the Service Plan to add the power and authority to provide transportation service in order to do so.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Silver Dollar Metropolitan District, City of Black Hawk, Gilpin County, Colorado, that:

1. The District’s legal counsel is directed to seek an amendment to the Service Plan for the purpose of adding the following power and authority of the District:
The District shall have the power and authority to provide for transportation services as allowed by C.R.S. § 32-1-1004(9), C.R.S. § 32-1-1106, Part 6 of Article 4 of Title 43, C.R.S., C.R.S. § 29-1-203, and/or any and all other law, including but not limited to the design, acquisition, installation, construction, financing, operation, and maintenance of public transportation system improvements, including transportation equipment, park and ride facilities and parking lots, parking structures, roofs, covers, and facilities, including structures for repair, operations and maintenance of such facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities or systems.

The District is authorized to provide such services by any available means allowed by Colorado law, including directly or by contract. The District is authorized, with the approval of its eligible electors, if an as such approval is required by law, to impose taxes, rates, fees, tolls, charges and penalties, and to incur debt for such purposes.

2. The proposed amendment to the Service Plan, substantially in the form attached hereto, is hereby approved and the District’s legal counsel and manager are authorized to file the same for consideration and approval by the City of Black Hawk.

3. This Resolution shall be effective immediately.

RESOLVED, this 20 day of August, 2019.

SILVER DOLLAR METROPOLITAN DISTRICT

By: Edward Smith, President

ATTEST:

David D. Spellman, Secretary
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SILVER DOLLAR METROPOLITAN DISTRICT
(Concerning a Nine Member Board of Directors)

WHEREAS, the Silver Dollar Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District was organized by order of the District Court in and for Gilpin County in Civil Action No. 00CV044 effective December 6, 2000; and

WHEREAS, Section V “Council Decision Points” (page 12) of the Service Plan of the District states in relevant part:

“The Board of Directors of the District must return to the City Council and obtain approval of a service plan amendment from Council before proceeding with the following actions:

5. Requests for material modifications to the service plan which shall include modifications of a basic or essential nature including any additions to the types of services initially provided by the District, change in dissolution date, change in debt limit, change in revenue type, change in maximum mill levy, or any changes described in this Service Plan that constitute a material modification. The examples above are only examples and are not an exclusive list of all actions which may be identified as a material modification. The City’s approval shall not be required for mechanical modifications to this Service Plan necessary for the execution of the original financing plan for public improvements previously outlined in the plan unless otherwise provided in the Service Plan. [Emphasis added],

and

WHEREAS, Section IX of the Service Plan furnishes the following procedure for modification of the Service Plan:

“IX. MODIFICATION OF SERVICE PLAN

The following procedure shall be followed in order to effect any modification of this service plan.

a. In such detail as may be reasonably requested by the City, the District shall set forth a written proposal for the modification of the service plan ("Amendment").

b. The District shall file the Amendment with the City Clerk, City Manager and the City Attorney.
c. The City Clerk shall cause to be scheduled, and shall inform the District of, the date, time, and place for a public hearing by the City’s City Council on the Amendment.

d. The City shall provide posted public notice of the date, time, place and purpose of the public hearing on the Amendment. Such notice may be combined in the notice of any other agenda item that may come before the City Council and shall be posted at the time, in the location, and in the manner, as is provided by City charter and/or ordinance for the posting of notice for regular meetings of the City Council. Failure of the notice to specify that a public hearing shall be conducted concerning the Amendment shall not affect the validity of the notice.

e. The Council shall hold a public hearing on the Amendment in accordance with its regular procedures for public hearings.

f. The Council shall, within 30 days of the conclusion of the public hearing, adopt an ordinance approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances;”

and

WHEREAS, the Board of Directors of the District has determined that it is in the best interest of the District to increase the number of members of the District’s Board of Directors to nine (9) and to request an amendment to the Service Plan to establish the same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Silver Dollar Metropolitan District, City of Black Hawk, Gilpin County, Colorado, that:

1. The District’s legal counsel is directed to seek an amendment to the Service Plan for the purpose of adding the following:

Pursuant to the home rule authority of the City, the Board shall have nine (9) members, four (4) of whom shall stand for election at the next regular election of the District in May 2020, and five (5) of whom shall stand for election in May 2022. The terms and subsequent terms of office for the District’s directors shall be consistent with the Special District Act, C.R.S. § 32-1-101, et seq., and other applicable law, and under no circumstances shall the term of a member of the Board who is currently in office be lengthened or shortened by this amendment. Vacancies on the Board, including the initial vacancies resulting from the Amendment, shall be filled by appointment by the remaining Board members as provided in the Special District Act.
2. The proposed amendment to the Service Plan, substantially in the form attached hereto, is hereby approved and the District's legal counsel and manager are authorized to file the same for consideration and approval by the City of Black Hawk.

3. This Resolution shall be effective immediately.

RESOLVED, this 20 day of August, 2019.

SILVER DOLLAR METROPOLITAN DISTRICT

By: [Signature]

Edward Smith, President

ATTEST:

[Signature]

David D. Spellman, Secretary
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SILVER DOLLAR METROPOLITAN DISTRICT
(Concerning Activities in Support of Business Recruitment, Management and Development)

WHEREAS, the Silver Dollar Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the District was organized by order of the District Court in and for Gilpin County in Civil Action No. 00CV044 effective December 6, 2000; and

WHEREAS, Section V "Council Decision Points" (page 12) of the Service Plan of the District states in relevant part:

"The Board of Directors of the District must return to the City Council and obtain approval of a service plan amendment from Council before proceeding with the following actions:

5. Requests for material modifications to the service plan which shall include modifications of a basic or essential nature including any additions to the types of services initially provided by the District, change in dissolution date, change in debt limit, change in revenue type, change in maximum mill levy, or any changes described in this Service Plan that constitute a material modification. The examples above are only examples and are not an exclusive list of all actions which may be identified as a material modification. The City's approval shall not be required for mechanical modifications to this Service Plan necessary for the execution of the original financing plan for public improvements previously outlined in the plan unless otherwise provided in the Service Plan. [Emphasis added];

and

WHEREAS, Section IX of the Service Plan furnish the following procedure for modification of the Service Plan:

"IX. MODIFICATION OF SERVICE PLAN

The following procedure shall be followed in order to effect any modification of this service plan.

a. In such detail as may be reasonably requested by the City, the District shall
set forth a written proposal for the modification of the service plan ("Amendment").

b. The District shall file the Amendment with the City Clerk, City Manager and the City Attorney.

c. The City Clerk shall cause to be scheduled, and shall inform the District of, the date, time, and place for a public hearing by the City's City Council on the Amendment.

d. The City shall provide posted public notice of the date, time, place and purpose of the public hearing on the Amendment. Such notice may be combined in the notice of any other agenda item that may come before the City Council and shall be posted at the time, in the location, and in the manner, as is provided by City charter and/or ordinance for the posting of notice for regular meetings of the City Council. Failure of the notice to specify that a public hearing shall be conducted concerning the Amendment shall not affect the validity of the notice.

e. The Council shall hold a public hearing on the Amendment in accordance with its regular procedures for public hearings.

f. The Council shall, within 30 days of the conclusion of the public hearing, adopt an ordinance approving, conditionally approving, or disapproving the Amendment as appropriate under the circumstances;”

and

WHEREAS, the Board of Directors of the District has determined that it is in the best interest of the District to be able to provide activities in support of business recruitment, management and development and to request an amendment to the Service Plan to add the power and authority in order to do so.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Silver Dollar Metropolitan District, City of Black Hawk, Gilpin County, Colorado, that:

1. The District’s legal counsel is directed to seek an amendment to the Service Plan for the purpose of adding the following power and authority of the District:

The District shall have the power and authority to provide activities in support of business recruitment, management and development consistent with the provisions...
of the Special District Act and as specifically set forth in C.R.S. § 32-1-1004(9).

The District is authorized to provide such services by any available means allowed by Colorado law, including directly or by contract. The District is authorized, with the approval of its eligible electors, if an such approval is required by law, to impose taxes, rates, fees, tolls, charges and penalties, and to incur debt for such purposes.

2. The proposed amendment to the Service Plan, substantially in the form attached hereto, is hereby approved and the District's legal counsel and manager are authorized to file the same for consideration and approval by the City of Black Hawk.

3. This Resolution shall be effective immediately.

RESOLVED, this 20 day of August, 2019.

SILVER DOLLAR METROPOLITAN DISTRICT

By: Edward Smith, President

ATTEST:

David D. Spellman, Secretary
RESOLUTION 59-2019
A RESOLUTION
APPROVING THE FIRST
ADDENDUM TO TRADE
CONTRACTOR
AGREEMENT FOR THE
COMPLETE DEMOLITION
OF 500 CHASE STREET
AND 531 CHASE STREET
WITH GRAPES & SONS
EXCAVATION
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 59-2019

TITLE: A RESOLUTION APPROVING THE FIRST ADDENDUM TO TRADE CONTRACTOR AGREEMENT FOR THE COMPLETE DEMOLITION OF 500 CHASE STREET AND 531 CHASE STREET WITH GRAPES & SONS EXCAVATION

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

Section 1. The City Council hereby approves the First Addendum to Trade Contractor Agreement for the complete demolition of 500 Chase Street and 531 Chase Street with Grapes & Sons Excavation, and authorizes the Mayor to execute the Addendum on behalf of the City.

RESOLVED AND PASSED this 11th day of September, 2019.

_______________________________
David D. Spellman, Mayor

ATTEST:

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

SUBJECT: To consider a Resolution to approve the First Addendum to the Trade Contractor Agreement between the City of Black Hawk and Grapes & Sons Excavating, LLC extending the contract term for an additional thirty-one (31) days.

RECOMMENDATION:
MOTION TO approve Resolution 59-2019 approving the First Addendum to the Trade Contractor Agreement between the City of Black Hawk and Grapes & Sons Excavating, LLC extending the contract term for an additional thirty-one (31) days.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On August 14, 2019, the City of Black Hawk and Grapes & Sons Excavating, LLC entered into a Trade Contractor Agreement approved by City Council under Resolution 51-2019. Because the State of Colorado denied the Demolition permits for 500 Chase Street and 531 Chase Street, the parties desire to further extend the Agreement with the proposed First Addendum for thirty-one (31) additional days.

The First Addendum extends the contract term from September 30, 2019, through and including October 31, 2019. Grapes & Sons Excavating, LLC shall perform the Scope of Work as outlined in the Trade Contractor Agreement under Exhibits A and B.

Black Hawk staff has reapplied for the demolition permits and anticipates approval on or before September 30, 2019.

AGENDA DATE: September 11, 2019

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes [ ]No

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

DOCUMENTS ATTACHED:
1. Resolution 59-2019
2. First Addendum to Trade Contractor Agreement
3. Exhibit A - City of Black Hawk Scope of Work
4. Exhibit B - Grapes & Sons Excavation Proposal and Scope of Work
5. Certificate of Insurance
RECORD:

CITY ATTORNEY REVIEW:

SUBMITTED BY:

Cynthia L. Linker, CP&D

9/06/19

REVIEWED BY:

Stephen N. Cole, City Manager

[X] Yes       [ ] No

[X] Yes       [ ] N/A
FIRST ADDENDUM TO TRADE CONTRACTOR AGREEMENT

THIS FIRST ADDENDUM TO TRADE CONTRACTOR AGREEMENT (the “First Addendum”) is made and entered into this __________ day of ____________, 2019, by and between the CITY OF BLACK HAWK, Colorado (hereinafter referred to as the “City”) and Grapes & Sons Excavating, LLC (hereinafter referred to as “Contractor”).

RECITALS:

A. On August 14, 2019, the City and Contractor entered into a Trade Contractor Agreement (the “Agreement”).

B. The parties desire to further extend the Agreement with this First Addendum for thirty-one (31) additional days.

AGREEMENT:

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

1. The contract term for the Agreement is hereby extended by this First Addendum for thirty-one (31) additional days, from September 30, 2019, through and including October 31, 2019.

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

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________
    David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

GRAPES & SONS EXCAVATING, LLC

Holly Grapes, Manager

STATE OF COLORADO )
    ) ss.
COUNTY OF Calpin )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 29th day of August, 2019

by Holly Grapes

as the Manager of Grapes & Sons Excavating

My commission expires: 10-24-2020

(SEAL)

Kyla Crawford
Notary Public

First Addendum to Trade Contractor Agreement
EXHIBIT A

CONTRACTOR PROJECT OVERVIEW & SCOPE OF WORK
FOR
500 CHASE STREET / 531 CHASE STREET, BLACK HAWK, COLORADO

Contractor shall include all labor, equipment and materials to perform and complete the following:

1. Bids should include full demolition, transportation, and disposal of the main structure, garage, outbuildings, and landscape areas on the overall site areas of approximately 0.8 acres more or less for 500 Chase Street and 0.35 acres more or less for 531 Chase Street:
   a. The property at 500 Chase Street includes a pre manufactured home and a detached garage. There are also 4 Sheds with an approximate square footage of 2,500 square feet.
   b. The property at 531 Chase Street includes a two-story burned out residential property with attached four-car garage of approximately 3,400 square feet.
2. Demolition and or abandonment of underground wet utilities within 5'-0" of building line.
3. Prior to project start up, Contractor to request locates for approximate location of existing utility services.
4. Contractor to coordinate with the City of Black Hawk for any required street closure permits.
5. Contractor to provide removal of nuisance dust on road surfaces, mud and construction debris associated with the work as needed, but no less than daily.
6. Contractor to coordinate with the City of Black Hawk for any required water to control nuisance dust.
7. Remove all unused and unwanted products from the site within the project boundaries, buildings, outbuildings and garage that contain hazardous ingredients such as but not limited to cleaners, petroleum products, automotive products, paints, remodeling/building products, garden products, hobby products, pet products and other potentially hazardous liquids as previously documented by Weecycle.
8. Remove all concrete floor slabs.
9. Remove all concrete foundation walls and footings, no less than 36 inches below ground.
10. Remove all debris and junk from all landscape areas within the project boundaries.
11. All demolition materials and salvage items will become property of the successful bidder.
12. Cut and cap sanitary sewer line within 5'-0" of building line.
13. Cut and crimp water line within 5'-0" of building line.
14. Grade sites level with clean existing soils.
15. Demolition and removal of all retaining walls.
16. Insurance.
17. Mobilization/ Demobilization.
18. Equipment Costs.
20. Permits.
22. Temporary sanitary facilities during demolition.
23. Responsible for establishment and maintenance of site Best Management Practices (BMPs)

24. Traffic control (Contractor to coordinate the City of Black Hawk a vehicle traffic pattern/plan to minimize traffic interruptions on Chase Street).


26. City of Black Hawk requires successful contractor to have a current business license and registration. The City’s Business License & Registration Form is available at the following web address: https://forms.cityofblackhawk.org/AdminServices/BusinessLicensePortal or contact Michele Martin, Deputy City Clerk at MMartin@cityofblackhawk.org or 303-582-2221. Because this is a City project, the fee is waived.

27. The Contractor is required to complete a Temporary Use Permit for such items as a portable restroom, etc. Contact Janice Beecher at JBeecher@cityofblackhawk.org or 303-582-2231. Because this is a City project, the fee is waived.

28. The Contractor is required to complete a Water Use Permit. Contact Erin Scully, Public Works, at EScully@cityofblackhawk.org or 303-582-2282 for details. Because this is a City project, the fee is waived.

29. The Contractor is required to coordinate traffic control and the temporary closure of the Marilyn Mountain Trailhead through the Public Works’ department. Contact Erin Scully, Public Works, at EScully@cityofblackhawk.org or 303-582-2282

30. The Contractor is required to install silt fencing as required along the creek to prevent erosion from entering the water.

31. Matt Reed, Black Hawk Sr. Civil Engineer, has initiated the State demolition permits for 500 Chase and 531 Chase and will forward to Weecycle for completion.

Excluded:

1. Disconnection of gas and electric utilities (City of Black Hawk to coordinate with utility companies for disconnection of those services).

2. Stone seating area at 500 Chase Street. This shall remain full intact and in place.
Robert Grapes, Owner  
P.O. Box 571  
Black Hawk Colorado 80422  
Phone: (303)582-1131  
e-mail: bhgrapes@gmail.com

<table>
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<th>Phone: 303-582-0615</th>
<th>Date: July 24, 2019</th>
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<tbody>
<tr>
<td>City of Black Hawk</td>
<td>Direct: 303-582-0667</td>
<td></td>
</tr>
<tr>
<td>C/O Cynthia Linker</td>
<td>Cell:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Job Location:</td>
<td></td>
</tr>
<tr>
<td>P.O. Box 68</td>
<td>500 and 531 Chase St</td>
<td></td>
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<tr>
<td>Black Hawk, CO. 80422</td>
<td>Black Hawk CO. 80422</td>
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</tr>
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</table>

**WE PROPOSE** hereby to furnish material and labor complete in accordance with specifications below,

Payment to be made as follows: Payment is due upon completion and/or upon receipt of Invoice

**WE ACCEPT:** Visa, Master Card, American Express

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance

**Authorized Signature**

Holly Grapes, Manager

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

<table>
<thead>
<tr>
<th>Description</th>
<th>500 Chase St</th>
<th>531 Chase St</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>To install silt fence, demo one manufactured home and 4 out buildings, clean up landscape of all debris and cap sewer and water services 5 foot from the building</td>
<td>$</td>
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<td>531 Chase St</td>
<td>To Install silt fence demo entire house, footings, foundation and retaining walls, cap water and sewer services</td>
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**Total** $54,400.00

Addendum to contract To include Contractor Project Overview & Scope of Work For 500 Chase Street/531 Chase Street, Black Hawk Colorado
Proposal

Standard Exceptions
In the event any or all items listed below occurs and have not been addressed in the body of the contract
the following shall take precedence:

Grapes & Sons Excavating, LLC will accept no responsibility for the following and Owner will
hold Grapes & Sons Excavating, LLC harmless as regards:

Owner is responsible to verify and flag property lines.
Owner is responsible to cut and remove trees in excavated areas.
Owner is responsible to have a Port A Potty on site before work begins as to County Codes.
Owner is responsible to get all required Permits and post them on site.
Owner is responsible to do all their own reseeding and vegetation of disturbed areas.
Owner is responsible for all surveying and staking of project, home foundation, driveway, etc.
Owner is responsible to pay for all compaction testing and testing fees.
Owner is responsible to provide water for compaction if required.
Owner is responsible for permit for D-Watering if required.
Owner is responsible due to weather changes to make sure before any interior and exterior slabs are
poured. That the ground does not show frost in soils or ground is frozen.

Extra over the bid only if required with a written change order.
1) Any drilling and blasting on site, owner is to set up with blasting company.
2) Any use of the Hydraulic Rock Hammer on site is $250.00 per hour plus move in costs.
3) Materials and labor that is not listed in the above proposal.
4) Any changes to the plans we received by Owner, Engineer or Architect.
5) Any other materials, dirt or rock, the labor and trucking to bring in on site and to place.
6) Any hauling off excess soils from site or rock will be by the hourly rate of loader and truck.
7) Frost clause, if encountered.
8) D-Watering, if encountered.
9) If unsuitable soils are encountered, determined by Engineer, County, or Owner, suitable soils
brought into property will be material and all labor in placement of soil.
10) Payment and Performance Bonds.
11) Crossing of utilities if encountered.
12) Any additional Insurance Premium coverage above our Company present Insurance Coverage.

* A service charge of 1.75% (21% per year) will be charged on all accounts past 30 days. Owner shall pay all attorney fees
and costs incurred in connection with collection of any amounts due hereunder.

Acceptance of Proposal- The above prices, specifications
and conditions are satisfactory and are hereby accepted. You
authorize to do the work as specified. Payment will be made
as outlined above.

Signature ___________________________  Date of Acceptance: ___________________________

Page 2 of 2
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: 1335 BOX 229
CLOATAWA, MN 55920
517-715-4

INSURED
GRAVES & SONS EXCAVATING
PO BOX 571
BLACK HAWK, CO 80422-0571

COVERAGE
CERTIFICATE NUMBER: 48
REVISION NUMBER: 1

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Appendix - Remarks Schedule, may be omitted if more space is required]
SEE ATTACHED PAGE

CERTIFICATE HOLDER
173-715-4
CITY OF BLACK HAWK
PO BOX 571
BLACK HAWK, CO 80422-0571

CANCELLATION
48 1
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

MICHAEL R.KEN

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ADDITIONAL REMARKS SCHEDULE

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<th>AGENCY</th>
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM 26 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSORS, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOUR ENDORSEMENT FOR GENERAL LIABILITY.

THE ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for “bodily injury” and “property damage” liability is amended to include:
   Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-127 (03-03)       Policy Number: 9817058       Transaction Effective Date:02-15-2019
COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
   The most we will pay on behalf of the additional insured is the amount of insurance:
   1. Required by the contract or agreement you have entered into with the additional insured; or
   2. Available under the applicable Limits of Insurance shown in the Declarations;
   whichever is less.
   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
RESOLUTION 60-2019
A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED $262,070.00 FOR DESIGN SERVICES PERTAINING TO THE GREGORY STREET COMMERCIAL BUILDING
CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 60-2019, a Resolution approving the Professional Services Agreement with PEH Architects for design services on the Gregory Street Commercial Building.

RECOMMENDATION:
If City Council chooses to approve Resolution 60-2019, a Resolution approving the Professional Services Agreement with PEH Architects, the recommended motion is as follows: “Approve Resolution 60-2019, a Resolution approving the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed $262,070.00 for Design Services Pertaining to the Gregory Street Commercial Building.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
This Professional Services Agreement with PEH Architects encompasses complete architectural and engineering design fees for renovation of the Gregory Street Commercial Building located at 211/221 Gregory Street. Exterior improvements to this building will include new siding, trim, windows, doors, roof, and some additional site work at the rear of the building. The interior of the building will be reconstructed, creating a total of four commercial suites.

FUNDING SOURCE: Gregory Street Plaza: 203-0000-502-58-14

WORKSHOP DATE: September 11, 2019

ORIGINATED BY: Matt Reed/Tom Isbester

STAFF PERSON RESPONSIBLE: Matt Reed/Tom Isbester

PROJECT COMPLETION DATE: Construction to completed by June 30, 2021

DOCUMENTS ATTACHED: Professional Services Agreement

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

SUBMITTED BY: REVIEWED BY:

Thomas Isbester, Public Works Director Stephen N. Cole, City Manager
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 60-2019  

TITLE: A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BLACK HAWK AND PEH ARCHITECTS IN AN AMOUNT NOT TO EXCEED $262,070.00 FOR DESIGN SERVICES PERTAINING TO THE GREGORY STREET COMMERCIAL BUILDING  

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

Section 1. The City Council hereby approves the Professional Services Agreement between the City of Black Hawk and PEH Architects in an amount not to exceed $262,070.00 for design services related to the Gregory Street Commercial Building, and authorizes the Mayor to execute the same on behalf of the City.  

RESOLVED AND PASSED this 11th day of September, 2019.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

______________________________  
Melissa A. Greiner, CMC, City Clerk
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ______ day of ______________________, 2019, by and between the CITY OF BLACK HAWK, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and PEH Architects (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional architectural services for the Gregory Street Commercial Building (the “Project”).

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City professional architectural services for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as summarized in Exhibit A attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.
IV. COMPENSATION

A. Compensation shall not exceed **Two hundred sixty-two thousand seventy dollars ($262,070.00)** for the work described in Exhibit A. Payment shall be made in accordance with the schedule of charges in Exhibit A. Invoices shall be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor’s verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.
V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **June 30, 2021**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, nor acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

VIII. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker’s compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.
IX. INSURANCE

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

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

1. **Worker’s Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars ($600,000) each incident, one million dollars ($1,000,000) disease—policy limit, and one million dollars ($1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker’s compensation requirements under this paragraph.

2. **Commercial General Liability Insurance** with minimum combined single limits of six hundred thousand dollars ($600,000) each occurrence and one million dollars ($1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional Liability Insurance** with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

4. The policy required by Paragraph 2 above shall be endorsed to include the City and the City’s officers, employees, and consultants as additional insureds. The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy
required by Paragraph 1 above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

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

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

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

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

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.
X. **NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. **TERMINATION**

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. **VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. **NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Matt Reed

The Contractor:

PEH Architects
1720 14th Street, Suite 100
Boulder, Colorado 80302
Attn: Peter Heinz
XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

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

CITY OF BLACK HAWK, COLORADO

By: ____________________________________
    David D. Spellman, Mayor

ATTEST:

___________________________________
Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

___________________________________
Corey Y. Hoffmann, City Attorney

PEH Architects

By: ____________________________________
    Its: ________________________________

STATE OF COLORADO )
    ) ss.
COUNTY OF _________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of ________________, 20_____, by _________________________________ as the __________________________ of _________________________________.

My commission expires: ________________________________

(S E A L)

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

FROM: PEH Architects

(Prospective Contractor)

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

Project Name Gregory Street Commercial Building Architectural Services

Bid Number N/A Project No. 18015

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

Executed this __________ day of ______________________, 20____.

Prospective Contractor:___________________________

By: ________________________________

Title: ________________________________
NO EMPLOYEE AFFIDAVIT

(To be completed if Contractor has zero employees)

1. Check and complete one:

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

OR

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

2. Check one.

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

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

OR

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

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

_________________________________________  __________________________
Signature                                      Date
DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

____________________________________ ________________________
Contractor Signature Date

STATE OF COLORADO )
COUNTY OF _________________ ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _______________, 20_____, by __________________________ as ___________________
of __________________________.

My commission expires:

(SEAL) ________________________________
Notary Public
# ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

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

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

## OR

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

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

## AND

## Documents that Serve to Prove Identification:

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

Date: January 10, 2019
REVISED September 4, 2019

To: Stephen N. Cole, City Manager
Matt Reed P.E.
City of Black Hawk

From: Peter E. Heinz AIA
Nathan P. Pillatzke AIA

Re: Gregory Street Commercial – 211 & 221 Gregory Street
Black Hawk, CO

The following is a summary of our proposed scope of services for renovating the existing 6,212 SF casino buildings formally known as the Eureka and the Lucky Star.

1. Participate in a walk-thru of the existing buildings with the City of Black Hawk team to observe the existing conditions and brainstorm what opportunities exist for renovation into small-scale or large-scale retail orientated spaces. Designate new names for the buildings that refer back in time to their commonly known names prior to limited stakes gaming.

2. Create CADrafted floor plans and exterior elevations of the “as-built” conditions of the buildings. Utilize archived construction drawing plan sets from City of Black Hawk Community Planning & Development files – collected during the remodeling period of the early 1990’s - when limited stakes gaming influenced the renovations to the existing buildings.

3. Prepare conceptual floor plans of how the interior spaces might be divided into multiple small-scale or large-scale retail orientated spaces. Consider access to the second floors via new stairways. Designate second floor spaces as Retail-Storage to alleviate the requirement for an elevator. Contract Documents of the interior improvements are exclude from this scope of work.

4. Prepare conceptual exterior design schemes that illustrate how the buildings could be renovated from their “large scale” casino appearance to storefronts that individualize each of the three historic buildings.
5. Upon consensus approval by the City of Black Hawk team of the proposed conceptual floor plans and exterior elevation direction/aesthetic – PEH ARCHICETCS will prepare presentation quality graphics to be included in marketing material that the City of Black Hawk can use to generate leasing interest.

6. Coordinate with City of Black Hawk regarding evaluation of the existing systems, utilities, surfaces & openings of the buildings – the following are the initial assumptions:
   - New fire Sprinkler system – to be design-build by subcontractor, coordinated by architect.
   - New sloped and flat roofs – new gutters & downspouts
   - Repair/replace surfaces on 2nd floor exterior walkway (north side access)
   - Windows and Doors replacement
   - Exterior lighting design schemes

7. Consensus approval by the City of Black Hawk team regarding the upgrades to the systems/utilities/surfaces/openings of the buildings has concluded that the building will be fully renovated. The building will be designed for 4 lease spaces and a common area for circulation (including elevator) and restrooms. An itemized summary of the scope of work is attached to this document. Design work will include the preparation of the Contract Document packages for Bid/Permit/Construction. The rear portion of the Rogers, which was determined to be structurally deficient and unsatisfactory for renovation, will be removed. This action reduced the overall total building building area from 6,212 SF to 5,694 SF.

8. Administer the construction of the improvements that are detailed/described in the drawing packages for Bid/Permit/Construction. Perform “normal” construction related functions such as:
   - coordination/response to general contractor questions
   - review/approve of material and product submittals
   - on-site observation of the progress of construction
   - attendance at regularly scheduled OAC meetings (twice per month).
   - coordination the finalization of the construction and the “close-out” of the contractors work thru punch list walk-thrus.

Our approach to calculating A/E fees for this project is as follows:
Scope items 1 & 2 – Lump Sum $1,350

Scope items 3 – 6 – Hourly per Exhibit B rates. Obviously, this is a variable scope of work – a scope that could have changing goals/components as concepts are vetted and potential use approaches are reviewed. We recommend that you budget an A/E fee range between $22K – $35K.

Scope items 7 & 8 – Lump Sum - A construction cost budget estimate for a full renovation of a wood 2-story commercial building could be compared to the cost estimates provided by Roche for the 2-story wood frame houses of the Gregory Plaza. Those cost estimates hovered around $400 - $410 per square foot. These projects are not identical in their scope and quality of finishes, therefore an expanded range of $375 - $425 provides a fair level of expectation in cost range. Utilizing the reduced building area, this results in a cost estimate average of approx.. $2.28M.

The A/E fee (including building consulting engineering) for this full rehabilitation and thoroughly expanded scope is in the 10% - 12% range. We propose to use 11%, resulting in a fee amount of $250,800. Since a portion of A/E fee calculation typically includes some concepts, evaluation and schematic design, we propose to discount the fee by 10%, resulting in an A/E fee of $225,720 for scope items 7 & 8 of this fee proposal.
MEMORANDUM

Date: September 4, 2019

To: Matt Reed P.E.
City of Black Hawk

From: Peter E. Heinz, AIA
Nathan P. Pillatzke, AIA

Re: Gregory Street Commercial - 211 & 221 Gregory Street - Scope of Work

Initial Site Review Meeting 12/18/2018. Follow-up site visit with engineers on 7/24/2019 after interior finishes removed. Follow-up site visit with project manager on 8/7/2019 to observe selective demolition of wood retaining wall and crawl space conditions.

Priority of Work needed:

Foundation
1. Provide new foundation at elevator.
2. Provide new foundation at gas meter inset.
3. Provide new foundation at spot locations as needed.
4. New back wall (retaining wall) at rear of Rogers. Shift rear wall location – align with Rudolph.
5. Demo brick cellar space at back of Rogers.

Floor System
6. Reinforce floor framing where required.
7. Replace damaged floor sheathing where required.
8. Frame new elevated floor at common space 1st floor and 2nd floor.
9. Utilize raised floor at Retail 4 – infill open-to-below to match raised floor. Provide new stair.
10. Frame new floor at Retail 4 – demo existing upper floor and back room floor framing.

Roof System
11. Reinforce roof framing where required.
12. Insulate roof/ceiling spaces.
13. Replace roof top mechanical screen walls.
14. Replace existing roofing and parapet caps.
15. Design parapet wall at east elevation.
16. Replace gutters and downspouts.
17. Replace roofing at front elevation bay windows, and entry over Rogers.

Walls
18. Reinforce wall framing if required.
19. Fill stud cavity of exterior walls with insulation.

Site
20. Stabilize hillside where brick cellar is removed.
21. Stabilize existing electrical service conduits where brick cellar is removed.
22. Install surface and underground drainage improvements at rear of Rogers.
Exterior Finishes
23. Replace wood siding & trim with new design details at front, side, and rear elevations.
24. New multi-color paint scheme for siding and trim.
25. Replace all exterior doors with period style wood doors at front and side elevations.
26. New metal doors at rear elevation.
27. Replace windows with period style aluminum clad wood windows.
28. New canvas Awning at Rudolph street elevation.
29. Replace exterior walkway from 2nd floor.
30. Repair hard surface drainage at rear.

Interior Finishes
31. Design new interior plan (4 lease spaces, 1 common space, and 4 restrooms).
32. Design new interior stair (and ramps where required).
33. Design new elevator shaft and specify elevator.
34. Replace interior wall finishes with gyp.
35. Replace ceiling finishes with T-Grid and acoustic ceiling tiles (1st floor) – gyp. bd. (2nd floor).
36. Replace interior trim with period style wood trim (painted).
37. Replace floor finishes throughout with vinyl plank (excluding stairs – wood).
38. New interior period style wood doors.

MP&E
39. Provide 5 RTU’s with A/C.
40. Condition/ventilate crawl space.
41. Provide retrofit radon system with minimal disruption to existing slab on grade.
42. Replace plumbing and plumbing fixtures throughout.
43. Cut/cap waste service and domestic water service to 221 Gregory.
44. Waste and domestic water service to 211 Gregory to remain – provide 5 separate meters.
45. 4” water service to serve domestic and fire suppression.
46. Connect rooftop drainage to existing underground drain system.
47. Replace gas plumbing throughout.
48. Cut/cap gas service to 221 Gregory.
49. Gas services to 211 Gregory to remain - provide 5 separate service provider meters.
50. Replace electrical wiring, fixtures, and panels.
51. Install surge protection at panel.
52. Cut/cap electrical service to 221 Gregory.
53. Electrical service to 211 Gregory to remain - provide 5 separate service provider meters.
54. Reuse (assumed) existing conduits for telephone and cable services.
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

CONTACT NAME: Ridwan Motala
PHONE: (303) 442-1484
FAX: (303) 442-6422
E-MAIL ADDRESS: certificates@taggartinsurance.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Travelers Indemnity of America 25666
INSURER B: Travelers Indemnity Co of CT 25662

COVERAGES
CERTIFICATE NUMBER: 18/19 Master

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

RISK LIT.: TYPE OF INSURANCE ADDL. SUBR. VGC POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

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EXCESS LIABILITY

WORKERS COMPENSATION
AND EMPLOYERS’ LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED
(Mandatory in NH)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blackhawk and their officers, employees and consultants are include as additional insureds to the general liability if required per written contract.

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ridwan Motala/RAM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2018

PRODUCER
Pinnacol Assurance
7501 E. Lowry Blvd.
Denver, CO 80230-7006

INSURED
Peh Architecs Inc
1319 Spruce Street #207
Boulder, CO 80302

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

COVERAGES

COVERAGE NUMBER: REVISION NUMBER:

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12/01/2018 12/01/2019

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

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Pinnacol Assurance

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CERTIFICATE HOLDER COPY

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

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

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

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

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

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

CONTACT NAME: PUI Agency of Colorado, Inc.
PHONE: 720-465-9116
FAX: 720-465-9116
EMAIL: cking@profunderwriters.com
ADDRESS:

INSURER A: Navigator Insurance Company
NAIC #: 42307

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

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

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

AUTHORIZED REPRESENTATIVE

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