REGULAR MEETING AGENDA
City of Black Hawk City Council
211 Church Street, Black Hawk, CO
April 10, 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. EXECUTIVE SESSION:

   The City Council will be meeting in Executive Session 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)

6. INTRODUCTION OF NEW EMPLOYEES: Justin Storms, Communications Officer
   Troy Cooper, Police Sergeant

7. PUBLIC COMMENT: Please limit comments to 5 minutes

8. APPROVAL OF MINUTES: March 13, 2019

9. PUBLIC HEARINGS:

   A. CB34, 2018-34, An Ordinance Adopting the City of Black Hawk Comprehensive Plan (continued from December 12, 2018)

10. ACTION ITEMS:

    A. Resolution 19-2019, A Resolution Approving the Cooperation Agreement Including a License Agreement and a Temporary Construction Easement Between the City of Black Hawk and the Rocky Mountain Free Evangelical Church

    B. Resolution 20-2019, A Resolution Approving the Purchase of a 2019 Hurco Waterline Valve Exerciser & Vacuum Trailer from Ten Point Sales and Marketing, LLC in an Amount Not to Exceed $76,990.45

    C. Resolution 21-2019, A Resolution Approving the Agreements for Asbestos Abatement and Interior Demolition of Various Properties with Weecycle Environmental Consulting in a Total Amount Not to Exceed $75,870.00

11. CITY MANAGER REPORTS:

12. CITY ATTORNEY:

13. ADJOURNMENT:
I was born in Houston, Texas, moved to Colorado with my family when I was younger, and have lived here ever since. I have three older sisters, one in Commerce City, and the other two in the Dallas area. After graduating from Nederland Middle Senior High School, I earned my Bachelor of Arts Degree in Communications from Colorado Christian University in Lakewood, and then worked the last three years at the Monarch Casino in several capacities, including PBX Operator, Security Dispatcher, Guest Assistance Officer, and Surveillance Operator. I am grateful to be a part of the City of Black Hawk, and will continue to strive to hone my dispatching skills in my role as a BHPD Communications Officer.
TROY COOPER
POLICE SERGEANT

Troy Cooper is a Colorado native and is from the north Denver metro area. He has an undergraduate degree from Colorado State University and a Masters in Organization Leadership from Regis University. Troy has worked in Law Enforcement for over 25 years including more than 10 years with the 1st Judicial District Attorney’s Office as a Senior Criminal Investigator. Troy has extensive experience with patrol operations, criminal investigations, community outreach and personnel management. Troy is married with one daughter who is currently attending Colorado State. He likes to travel, work on home improvement projects and loves spending time with his family and his two Bernese Mountain dogs named Bessie and Mabel.
City of Black Hawk
City Council

March 13, 2019

MEETING MINUTES

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, March 13, 2019, at 3:00 p.m. by Mayor Spellman.

2. ROLL CALL: Present were: Mayor Spellman and Alderman Midcap. Aldermen Armbright, Bennett, Johnson, Moates, and Torres join by conference call.

Staff present: City Attorney Hoffmann, Acting City Manager Cole, Acting Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning and Development Administrator Linker and IT Systems Analyst Ryan Blenker.

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

3. AGENDA CHANGES: City Clerk Greiner stated Item 5, Introduction of New Employees had been postponed due to inclement weather. City Attorney Hoffmann said the minutes should reflect that only Mayor Spellman and Alderman Midcap are present in person and the remaining members of the Board of Alderman appear by telephone. Under the Colorado Open Meeting Law, a meeting can be done in person, by telephone, or otherwise. Attorney Hoffmann noted that none of the items on the agenda this afternoon involved quasi-judicial matters where the City Council would have to determine the credibility of witnesses so this is the type of meeting where in the case of an emergency can be conducted via telephone. It is currently blizzard conditions outside, so those that are appearing by phone are appearing by necessity, and we are still able to carry forward with the meeting under Colorado law.

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: Justin Storms, Communications Officer
   Ellie Younger, Communications Officer

   Item postponed until a future date due to inclement weather.

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

7. APPROVAL OF MINUTES: February 27, 2019

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

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

8. PUBLIC HEARINGS:

   A. CB8, An Ordinance Repealing and Reenacting Section 6-563 of the Black Hawk Municipal Code Regarding the Location and Number of Retail Marijuana Stores

   Mayor Spellman read the title and opened the public hearing.

   City Attorney Hoffmann explained this ordinance if adopted would add one additional provision to the current provisions related to the location of retail marijuana stores in the City of Black Hawk. Currently, there are limitations in terms of location of Gregory Street where such businesses can be located, and this adds an additional provision that limits the number of licenses in the City to one. The City cannot accept a new retail license for filing in the event there is already a licensed retail store in the City of Black Hawk.

   PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB8, an Ordinance repealing and reenacting Section 6-563 of the Black Hawk Municipal Code regarding the location and number of Retail Marijuana Stores 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 Paul MOVED and was SECONDED by Alderman Moates to approve CB8, an Ordinance repealing and reenacting Section 6-563 of the Black Hawk Municipal Code regarding the location and number of Retail Marijuana Stores.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

9. ACTION ITEMS:

A. **Resolution 16-2019, A Resolution Awarding the Bid to Sun Valley Electric for the Hidden Valley Standby Generator Project in an Amount Not to Exceed $557,700**

Mayor Spellman read the title.

Public Works Director Isbester explained this is a project that has been contemplated for several years for the Hidden Valley Water Treatment Plant and two pump stations for standby generators at each of them. The generators will give the City redundancy in the water system due to emergency conditions. Right now the plant is shut down due to weather-related power outages.

**MOTION TO APPROVE**

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 16-2019, a Resolution awarding the bid to Sun Valley Electric for the Hidden Valley Standby Generator Project in an amount not to exceed $557,700.

**MOTION PASSED**

There was no discussion, and the motion PASSED unanimously.

B. **Resolution 17-2019, A Resolution Approving an Amended and Restated Gas Easement with Public Service Company of Colorado**

Mayor Spellman read the title.

City Attorney Hoffmann explained that Xcel had approached the City needing additional space for an existing non-exclusive easement where they have a low-pressure gas line, and they are looking for a location for a new regulation station for a high-pressure gas line. This language
expands the easement area, but it doesn’t change the original language of the easement which was approved 15 years ago, give or take. It is a non-exclusive easement which means that other utilities can use the easement. It is not in an area where we contemplate that we will build anything. It is expanding an existing easement.

MOTION TO APPROVE

Alderman Midcap MOVED and was SECONDED by Alderman Johnson to approve Resolution 17-2019, a Resolution approving an amended and restated Gas Easement with Public Service Company of Colorado.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

C. Resolution 18-2019, A Resolution Approving the Employment Agreement Between the City of Black Hawk and Stephen N. Cole

Mayor Spellman read the title.

MOTION TO APPROVE

Alderman Armbright MOVED and was SECONDED by Alderman Bennett to approve Resolution 18-2019, a Resolution approving the Employment Agreement between the City of Black Hawk and Stephen N. Cole.

MOTION PASSED

There was no discussion, and the motion PASSED unanimously.

10. CITY MANAGER REPORTS:

City Manager Cole stated that he appreciates the opportunity to serve as your next City Manager, the support from the Mayor and members of the Board and staff, and he looks forward to the future.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION:

Mayor Spellman stated that there would not be an Executive Session.

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:14 p.m. The Mayor thanked the Council members for dialing in.
Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor
COUNCIL BILL 34
ORDINANCE 2018-34
AN ORDINANCE
ADOPTING THE CITY OF
BLACK HAWK
COMPREHENSIVE PLAN
(continuation)
RESOLUTION 19-2019
A RESOLUTION
APPROVING THE
COOPERATION
AGREEMENT INCLUDING
A LICENSE AGREEMENT
AND A TEMPORARY
CONSTRUCTION
EASEMENT BETWEEN
THE CITY OF BLACK
HAWK AND THE ROCKY
MOUNTAIN FREE
EVANGELICAL CHURCH
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 19-2019  

TITLE: A RESOLUTION APPROVING THE COOPERATION AGREEMENT INCLUDING A LICENSE AGREEMENT AND A TEMPORARY CONSTRUCTION EASEMENT BETWEEN THE CITY OF BLACK HAWK AND THE ROCKY MOUNTAIN FREE EVANGELICAL CHURCH  

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

Section 1. The City Council hereby approves the Cooperation Agreement including a License Agreement and a Temporary Construction Easement between the City of Black Hawk and the Rocky Mountain Free Evangelical Church, and authorizes the Mayor to execute the necessary documents on behalf of the City.  

RESOLVED AND PASSED this 10th day of April, 2019.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Cooperation Agreement

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

MOTION TO APPROVE Resolution 19-2019, a resolution approving the Cooperation Agreement including a License Agreement and a Temporary Construction Easement between the City of Black Hawk and the Rocky Mountain Free Evangelical Church

AGENDA DATE: April 10, 2019

WORKSHOP DATE: February 13, 2019

FUNDING SOURCE: 203-0000-502-5814

STAFF PERSON RESPONSIBLE: Corey Y. Hoffmann, City Attorney

RECORD: [ ]Yes [ X ]No

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

SUBMITTED BY: REVIEWED BY:

Melissa A. Greiner, CMC Stephen N. Cole
City Clerk/Administrative Services Director City Manager
COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____________, 2019 (the "Effective Date"), by and between Rocky Mountain Evangelical Free Church, a Colorado non-profit corporation with an address of 331 Gregory Street, Black Hawk, Colorado, 80422 (the "Church"), and the City of Black Hawk, a Colorado home rule municipality with an address of 201 Selak Street, Black Hawk, Colorado, 80422 (the "City") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Church is located on Gregory Street where the City has planned and is constructing certain street improvements; and

WHEREAS, the Parties wish to cooperate to ensure the safety, stability and longevity of the church structure as well as the success of Gregory Street improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. **Term.** Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue until the Parties have each completed their respective obligations, as set forth herein, unless sooner terminated as provided herein.

2. **Obligations.**
   a. On the Effective Date, the Church shall execute a license to enter and evaluate the structure, in the form attached hereto and incorporated herein as Exhibit A, granting permission to the City to enter and evaluate the church structure to assess its safety and stability as needed to recommend needed repairs and improvements. In accordance with the License Agreement, the City shall be authorized to repair the exterior of the structure.
   b. On the Effective Date, the Church shall execute a temporary construction easement in the form attached hereto and incorporated herein as Exhibit B, allowing City access to and use of the Church's property for the duration of the Gregory Street improvements as set out in said temporary construction easement.

3. **General Provisions.**
   a. This Agreement is a personal agreement between the City and the Church and is not transferable and does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the City within any constitutional or statutory provision.
b. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Black Hawk City Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

c. **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

d. **Governmental Immunity.** The City and its officers, attorneys and 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers, attorneys or employees.

e. **Remedies.** The Church waives any constitutional claims against the City arising out of a breach of this Agreement. The Church's remedies against the City under this Agreement are limited to breach of contract claims.

f. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

g. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any legal defects in this Agreement.

h. **Governing Law.** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Gilpin County, Colorado.

i. **Notice.** All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the City:  
City Manager  
P.O. Box 68  
Black Hawk, Colorado 80422
Copy to: Corey Y. Hoffmann, City Attorney
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Church: _____________________________

Attn: 331 Gregory Street
Black Hawk, Colorado 80422

Copy to:

j. **Entire Agreement - Amendments.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Church and the City acting pursuant to City Council authorization.

*Signature page follows.*
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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

ROCKY MOUNTAIN EVANGELICAL FREE CHURCH

By: ______________________________

STATE OF ________________ )
      ) ss.
COUNTY OF ________________ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _______ day of ________________, 2019, by ______________________ as the _______ of ______________________.

My commission expires: ______________________________

(S E A L)

______________________________
Notary Public
EXHIBIT A

LICENSE TO ENTER AND EVALUATE

THIS LICENSE, is made and entered into this ___ day of ____________________, 2019 (the "Effective Date"), by and between Rocky Mountain Evangelical Free Church whose address is 331 Gregory Street, Black Hawk, Colorado 80422 (the "Church") and the CITY OF BLACK HAWK whose address is 201 Selak Street Black Hawk, CO 80422 (the "City").

1. PROPERTY LICENSED. The property that is licensed is the interior and exterior of the structure located at 331 Gregory Street (the "Property") in order to, allow the City to do testing and enter and evaluate the church structure to assess its safety and stability as needed to recommend needed repairs and improvements. In addition, the Church hereby grants the City the permission to rehabilitate the exterior of the Church, at the sole cost and expense of the City, including removing paint, and replacing bricks and masonry thereon.

2. INSURANCE. The City shall obtain for itself and require for its contractors and agents necessary and adequate workman's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Property.

3. USE. The City covenants and agrees that it shall access the Property to evaluate its structural integrity, to assess needed repairs and improvements, to rehabilitate the exterior, and for no other purpose.

4. The City agrees to permit the Church to accompany the City, or the City's agent or representative, during its work on and evaluation of the Property as may be appropriate with due regard for safety.

5. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Property.

6. PROPERTY LICENSED TAKEN "AS IS." The City understands and agrees that the Property is licensed "as is." The Church makes no warranty, written or implied, that the Property is fit for any particular purpose.

7. TERMINATION. This License Agreement may be terminated by the Church at any time upon five (5) days written notice to the City.

8. VENUE. For the resolution of any dispute arising hereunder, venue shall be in the courts of Gilpin County, State of Colorado.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ROCKY MOUNTAIN EVANGELICAL FREE CHURCH

By: __________________________
Name: ________________________
Title: _________________________

STATE OF COLORADO )
) ss.
COUNTY OF ________________ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ________ day of __________________________, 20____, by ______________________________ as ____________________ of _____________________________.

My commission expires:

(S E A L) ___________________________________
Notary Public

CITY OF BLACK HAWK, COLORADO

By: __________________________
    David D. Spellman, Mayor

ATTEST:

______________________________
Melissa A. Greiner, CMC
City Clerk
EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That, subject to the terms and conditions contained in this Temporary Construction Easement Agreement (the "Agreement"), Rocky Mountain Evangelical Free Church, whose address is 331 Gregory Street, Black Hawk, Colorado 80422 ("Grantor"), in consideration of TEN DOLLARS ($10.00), and other good and valuable consideration as more particularly described in Section 4, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to City of Black Hawk, whose address is 201 Selak Street, Black Hawk, Colorado 80422, ("Grantee"), a temporary easement (the "Temporary Easement") for use by Grantee (and Grantee's employees, agents, contractors and subcontractors) during Grantee's construction of certain roadway improvements to Gregory Street, together with certain rights and privileges as set forth herein as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

That certain real property more particularly described on EXHIBIT 1, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Commencement Date, Expiration, and Option to Renew.
   a. Commencement Date and Expiration. This Temporary Easement and Grantee's rights to enter upon and use the Easement Property shall not commence unless and until Grantee provides Grantor with written notice of the actual commencement date of the Temporary Easement selected by Grantee at least three (3) months prior to such commencement date. If such notice is provided to Grantor by Grantee in accordance with the terms hereof, then the Temporary Easement will commence as of the date therefor set forth in Grantee's notice, and shall expire, unless otherwise terminated or extended as set forth in subsection (b) of this Section 1, one (1) year from the date upon which the Temporary Easement commenced (the "Expiration Date"). The period during which the Temporary Easement is effective shall hereinafter be referred to as the "Easement Term".

   b. Option to Renew. Grantee shall have the option at its sole discretion to request upon thirty (30) days' notice in advance of the Expiration Date, and during the Easement Term, one extension of the Easement Term of one (1) year in duration. If said option is exercised, the Expiration Date shall be automatically amended to be two (2) years from the date upon which the Temporary Easement commenced.

2. Use. The Easement Property is intended to be used by Grantee during construction for staging, and as a buffer zone to provide protection for persons and property from falling rock and/or debris resulting from Grantee's construction/repair activities on Gregory Street located adjacent to and above the Easement Property. As such, and subject to the terms of Paragraph 2 above, Grantee may enter onto the Easement Property to stabilize the
slope located on the Easement Property in order to prevent rockslides or other debris from falling onto the Easement Property and other adjacent property (both during and subsequent to the construction repair of Gregory Street being performed by Grantee), and, during such construction, to erect temporary barriers for rocks and debris which may be dislodged due to such construction/repair, to remove such rocks and/or debris which fall or slide onto the Easement Property and to repair any damage to the Easement Property caused thereby, and for all other purposes reasonably related to such uses (collectively, the "Permitted Uses"). Grantee shall not use the Easement Property for purposes other than the Permitted Uses without the express prior written consent of Grantor.

3. **Use Restrictions and Limitations.** Grantor shall not be able to access or otherwise use the Easement Property during construction. Therefore, Grantee hereby covenants and agrees as follows:

   a. Grantee will schedule the construction/repair work on the portion of Gregory Street adjacent to the Easement Property as early as is reasonably possible in the overall project timeline (i.e., Grantee will begin this portion of the project first), will proceed with due diligence to complete such construction/repairs, and will complete such construction/repairs as early as is reasonably possible after beginning such construction;

   b. Grantee shall protect the Easement Property from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

   c. In all activities undertaken on property belonging to Grantor by Grantee or its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, all work shall be completed in a good and workmanlike manner.

   d. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor in such a manner that would violate applicable law. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns or lessees, shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health and/or the environment.

4. **Consideration.** In consideration for the Temporary Easement granted herein, the City agrees as follows:
a. The City shall provide Grantor the exclusive right to use the City building located at 271 Gregory Street as a substitute facility during the term of the Temporary Easement. The City shall further, at the City's sole cost and expense, move and relocate the furnishings of Grantor from the Easement Property to the City building located at 271 Gregory Street;

b. The City shall further, at the City's sole cost and expense, rehabilitate the exterior of the Church structure located on the Easement Property, including removing paint, and replacing bricks and masonry thereon; and

c. To the extent there are utilities charged to Grantor for the Easement Property, the City shall pay all such utility charges during the term of the Temporary Easement,

5. Repair/Indemnification Grantee hereby agrees to repair any and all damage to the Easement Property used by Grantee's use thereof and upon expiration or earlier termination of the Temporary Easement to return the Easement Property to the condition it was in upon the commencement of the Temporary Easement. Except for Grantor's negligence or willful misconduct and to the extent permitted by law, Grantee shall cause its contractors to indemnify, protect, defend and hold harmless Grantor, any affiliates of Grantor, employees and agents of Grantor and any mortgagee of Grantor from and against any and all claims, damages, judgments, penalties, attorneys' fees and expenses, and/or liabilities for injury or death to persons or damage to property occurring within or about the Easement Property, and any property adjacent thereto which is owned or operated by Grantor or any affiliate of Grantor, arising out of the entry upon and use of the Easement Property by Grantee (or any agent, employee, contractor or subcontractor of Grantee) or arising out of any damage or injury caused by rock slides or other debris falling onto or through the Easement Property resulting from Grantee's operations on Gregory Street.

6. Termination. Notwithstanding any other term or provision of this Agreement, upon Grantee's completion of all activities concerning the construction/repair of that portion of Gregory Street adjacent to the Easement Property, Grantee shall notify Grantor thereof and the parties shall terminate this Agreement in a written termination agreement.

7. Notices. Any and all notices required to be given hereunder shall be addressed and delivered to the address of each party as set forth in the preamble to this Agreement. Notices shall be sent by recognized overnight courier, hand delivery or U.S. mail, postage paid, return receipt requested. Notices shall be effective upon receipt by the addressee thereof as evidenced by the delivering carrier's method of proof of receipt thereof.

8. Entire Agreement. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

9. Title and Authority of Grantor. Grantor warrants that it has full and lawful
authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Easement Property or Grantor's rights to make the grant hereinabove contained.

10. **Miscellaneous.**

   a. **Successors and Assigns.** This Agreement shall be binding in all respects upon the successors and assigns of the parties.

   b. **Governing Law/Consent to Jurisdiction.** This Agreement shall be governed by the laws of the State of Colorado. The parties hereto expressly consent to jurisdiction over them in the subject matter of this Agreement in the courts of the State of Colorado.

   c. **Counterparts and Facsimile Signatures.** This Agreement, or the signature pages thereof, may be executed in counterparts, all of which will have full force and effect as an original, including admission into evidence. Facsimile or electronic mail signatures shall be effective to bind each of the parties hereto. However, each such party hereby agrees to provide the other with original signatures on this Agreement at the earliest reasonable time after facsimile or electronic mail signatures have been transmitted.

   d. **Severability.** In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this Agreement, the remainder of this Agreement shall be fully enforceable.

   e. **Integration.** This Agreement constitutes the entire agreement of the parties and a complete merger of all prior negotiations and agreements. This Agreement shall not be modified except in writing signed by the parties or their authorized representatives.

   f. **Effective Date.** The date on which this Agreement shall have been executed by all of the parties hereto shall be the effective date and, thereafter, this Agreement shall be in full force and effect and be legally binding upon each party.

   g. **Further Action.** Each party agrees to execute, approve and adopt any and all instruments, documents and resolutions as may be reasonably necessary to effectuate the covenants, terms, conditions and provisions contained herein. Such instruments, documents and resolution shall be in a form and substance reasonably acceptable to the parties.

WITNESS our hand(s) and seal(s) this ______ day of, 2019.

GRANTOR:
ROCKY MOUNTAIN EVANGELICAL FREE CHURCH

10
By: ________________________________

Its: ________________________________

STATE OF COLORADO  )
  )
COUNTY OF  )

The foregoing instrument was acknowledged before me this _____ day of
____________________, 2019, by ________________________________ as
______________________________ of ________________________________.

WITNESS my hand and official seal.

My Commission Expires: ________________________________

______________________________

Notary Public
GRANTEE:
CITY OF BLACK HAWK, COLORADO

By: ______________________________
    David D. Spellman, Mayor

Date: ______________________________

Attest:

________________________________
Melissa A. Greiner, CMC, City Clerk

Approved as to legal form:

________________________________
Corey Y. Hoffmann, City Attorney
EXHIBIT 1  
Temporary Construction Easement 
Legal Description of "Easement Property"

A certain lot of ground on the North side of Gregory Street in the City of Black Hawk, 51 feet in width fronting on Gregory Street and extending back 100 feet. Beginning at the North edge of sidewalk on the line between the grounds of Peter Christiancis and Black Hawk Community Church and running thence back at right angle from said Gregory Street 100 feet; thence Easterly and on a line parallel to said street 51 feet; thence southerly on a line parallel to the first named line 100 feet to the line of Gregory Street; thence Westerly along the line of Gregory Street to the Place of Beginning, 
Including, but not limited to, Lot 8 and the Easterly 7 feet of Lot 7, Block 26, City of Black Hawk, 
Except any mine of Gold, Silver, Cinnabar or Copper or to any valid mining claim or possession held under existing laws, as shown in Patent to the City of Black Hawk, recorded in Book 56 at Page 555 and in Book 62 at Page 456, County of Gilpin, State of Colorado

Also know by the Street Address of 331 Gregory Street
RESOLUTION 20-2019
A RESOLUTION APPROVING THE PURCHASE OF A 2019 HURCO WATERLINE VALVE EXERCISER & VACUUM TRAILER FROM TEN POINT SALES AND MARKETING, LLC IN AN AMOUNT NOT TO EXCEED $76,990.45
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK  

Resolution No. 20-2019  

TITLE: A RESOLUTION APPROVING THE PURCHASE OF A 2019 HURCO WATERLINE VALVE EXERCISER & VACUUM TRAILER FROM TEN POINT SALES AND MARKETING, LLC IN AN AMOUNT NOT TO EXCEED $76,990.45  

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

Section 1. The City Council hereby approves the purchase of a 2019 HURCO waterline valve exerciser & vacuum trailer from Ten Point Sales and Marketing, LLC. in an amount not to exceed $76,990.45.  

RESOLVED AND PASSED this 10th day of April, 2019.  

_______________________________  
David D. Spellman, Mayor  

ATTEST:  

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

SUBJECT: Approve Resolution 20-2019 a Resolution authorizing the purchase of a Water Line Valve Exerciser & Vacuum Trailer from Ten Point Sales and Marketing, LLC. (Hurco).

RECOMMENDATION:
If City Council chooses to approve Resolution 20-2019, the recommended motion is as follows: “Approve Resolution 20-2019 a Resolution approving the purchase of a 2019 Hurco Waterline Valve Exerciser & Vacuum Trailer from Ten Point Sales and Marketing, LLC, in an amount not to exceed $76,990.45.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Black Hawk Water distribution system currently has over 350 main line, fire hydrant and large service line water valves. These valves should be exercised and cleaned at least annually to help keep them functioning properly. To date these have been exercised by hand. The existing vacuum system trailer does not have valve exercising capabilities. The current vacuum unit is 16 years old and is at the end of its useful life. The Hurco unit would allow for maintaining the distribution system valves with one single unit, provide automated valve exercising in a manner that is optimal for the valve, safer and less time consuming for the operators and will provide specific data tracking for each valve that is exercised. The unit also has a powerful vacuum system for cleaning the valve boxes, a power washer and auxiliary hydraulic tools used for repairs to the valve and valve boxes when necessary. Staff received recommendations from local entities who currently use the Hurco units, including, Roxborough Park Metropolitan District (Director of Operations), Triview Metropolitan District (Chief Water Operator) and Buckley Air National Guard Base (Infrastructure Superintendent), all had positive input and several have purchased multiple units over the years. Therefore, staff is recommending award.

Staff sought proposals from the two manufactures that produce this type of system(WACHS & HURCO) and the HURCO system provided the best value.

FUNDING SOURCE: System Improvements/Machinery and Equipment: 501-3150-460-74-01

WORKSHOP DATE: April 10, 2019

ORIGINATED BY: Jason Fredricks/Steve Jackson

STAFF PERSON RESPONSIBLE: Jason Fredricks/Steve Jackson

PROJECT COMPLETION DATE: July 31, 2019

DOCUMENTS ATTACHED: Vendor Proposal Form

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

SUBMITTED BY: Reviewed by: Thomas Isbester, Public Works Director Steven N. Cole, City Manager
### Billing Address
Jason Fredricks  
City of Blackhawk  
1040 Dory Hill Road  
Blackhawk, CO  
303-582-2246  
jfredricks@cityofblackhawk.org

### Shipping Address
Jason Fredricks  
City of Blackhawk  
1040 Dory Hill Road  
Blackhawk, CO  
303-582-2246  
jfredricks@cityofblackhawk.org

### Quote Info
- **Date:** 3/6/19  
- **Quote #:** 00623  
- **Terms:** Terms: Payment Due Upon  
  Equipment Delivery or Start  
  up  Freight: Charges will apply  
- **Contact:** Chuck Ball  
- **Phone:** 303-990-6059  
- **Fax:** 303-233-0117  
- **Email:** cball@tenpoinsales.com

<table>
<thead>
<tr>
<th>Hurco - Vac Units</th>
<th></th>
<th></th>
<th></th>
<th>$34,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Qty</strong></td>
<td><strong>UOM</strong></td>
<td><strong>Part #</strong></td>
<td><strong>Description</strong></td>
<td><strong>Image</strong></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1 ea | VAC250G 250 Gallon 34 HP Kohler Gas Vacuum. ER required for use with SD800 or SD400. Notes: Standard Equipment 34 HP V-Twin Kohler Gas Engine 600 CFM Lobe Type Blower @ 14” Hg. Continuous With Simultaneous 4.7 GPM @ 3000 PSI Water Flow – Giant High Pressure Water Pump with Electric Clutch Y-Strainer Water Filter Element 95 Gallon Plastic Fresh Water Tank with 1-1/2” Drain Valve 6 Gallon Anti-Freeze Tank With 1” PVC 3-Way Valve Low Water Automatic Pressure Washer Pump Shutdown Cat Pump Pressure Sensitive Regulating Unloader Valve Large Blower Silencer Muffler For Noise Abatement - 80 db. 220 Gallon Spoils Tank With 6” Full Spoons Tank Check Valve And 3” Inlet Gate Valve Hydraulic Full Opening Rear Door Cammed For Using A Single Handle, Moving 4 Deadbolts Into Lock Position And A 3” Drain Gate Valve 1 Micron Washable Bag Filtration, Wet Or Dry Vacuum Capability With 3” PVC Drain Valve 10 Gallon Fuel Cell 6000# Torflex Rubber Torsion Axle With Electric Brakes (2) ST235/80 R16 Load Range E Tires Rear Curbside Aux. Hydraulics – 8 GPM @ 3000 PSI With 10 Gallon Oil Reservoir Oil Reservoir 2” Vacuum Relief Valve 2-1/2” Stainless Steel Vacuum Gauge 7000# Trailer Jack 12-Volt Battery Curbside Controls 2-5/16” Ball Hitch. Pintle Hitch Available Upon Request 3” X 25’ Vac Hose With Ball And Socket Fittings 16” Lawn Sweep On 3” Steel Vac Tube Standard Valve Box Cleanout Tool Strobe & Dual Halogen Work Light Kit Dimensions Trailer Mount:  o Width – 6’7” (79”)  o Length – 15’ (180”)  o Height – Approx. 7’2” (86”) - Top of Strobe
<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Part #</th>
<th>Description</th>
<th>Image</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ea</td>
<td>SDT-LEDI</td>
<td>Individual LED Lights - Additional Brake &amp; Tail Lights mounted under the Light Bar</td>
<td></td>
<td>$86.00</td>
<td>$172.00</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>VAC-ARPW</td>
<td>Pressure Washer Hose Reel - Auto Recoil (replaces standard Pressure Washer Reel) for VAC250.</td>
<td></td>
<td>$507.00</td>
<td>$507.00</td>
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<tr>
<td>1</td>
<td>ea</td>
<td>VAC-AR-AUX</td>
<td>Hydraulic Hose Reel - Auto Recoil for VAC250 with Auxiliary Port and Thermostatically Controlled Oil Cooler</td>
<td></td>
<td>$2,352.00</td>
<td>$2,352.00</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>VAC-HE</td>
<td>Hydraulic Heater / Cooler for VAC250</td>
<td></td>
<td>$875.00</td>
<td>$875.00</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>VAC-LB</td>
<td>Light bar with standard 3 option control box for VAC250.</td>
<td></td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>SDT-CONE</td>
<td>Traffic Cone Holder</td>
<td></td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
<td>VAC-BL</td>
<td>Lining inside of the tank, trailer frame and motor plate</td>
<td></td>
<td>$3,889.00</td>
<td>$3,889.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Part #</th>
<th>Description</th>
<th>Image</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><em>Hurco - Booms</em></td>
<td></td>
<td>$13,100.00</td>
<td></td>
</tr>
</tbody>
</table>
1 ea ERB800 Spin Doctor ERB Boom with Standard 800 Head. Contact us for hitch mount details. Includes a complete 4 Section Valve Wrench and Head Storage Cover.

4' Hydraulic lift to assist in reaching valves and hydrants that aren't on a level surface. Reach up to 13' and 270 degrees side to side. Access numerous valves in close range in one stop. Up to 800 ft lbs of torque for the toughest valves in your system.

<table>
<thead>
<tr>
<th>Hurco - Data Collection Software</th>
<th>$10,889.46</th>
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</thead>
<tbody>
<tr>
<td>Qty</td>
<td>UOM</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Hurco - Optional Tools</th>
<th>$7,891.00</th>
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</thead>
<tbody>
<tr>
<td>Qty</td>
<td>UOM</td>
</tr>
<tr>
<td>1</td>
<td>ea</td>
</tr>
</tbody>
</table>

2 ea W2-8 Replacement Spin Doctor Valve Wrench Extension Section for SD800/ERB.

1 ea HUR-SUH Rotating Suction Hose Holder

$13,100.00 $13,100.00

$10,889.46 $10,889.46

$2,320.00 $2,320.00

$120.00 $240.00

$1,125.00 $1,125.00
<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Part #</th>
<th>Description</th>
<th>Image</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ea</td>
<td>2250-218</td>
<td>Suction Wand Handle Only VAC250 suction wand handle (finished)</td>
<td></td>
<td>$180.00</td>
<td>$180.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>TA54103</td>
<td>Tamper 3' Handle, Valve in Handle, Kidney Shoe</td>
<td></td>
<td>$2,076.00</td>
<td>$2,076.00</td>
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<tr>
<td>1</td>
<td>ea</td>
<td>TP0300301</td>
<td>Trash Pump, CE, 8 GPM, Urethane Bowl, 450 GPM Output</td>
<td></td>
<td>$1,950.00</td>
<td>$1,950.00</td>
</tr>
</tbody>
</table>

**Hurco - Optional Tools**

<table>
<thead>
<tr>
<th>Qty</th>
<th>UOM</th>
<th>Part #</th>
<th>Description</th>
<th>Image</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ea</td>
<td>SLICK LUBE</td>
<td>Slick Lube with Silicone (1 Gallon).</td>
<td></td>
<td>$90.00</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

**Sub-Total**

$74,990.45

**Shipping Charge**

$2,000.00

**Grand Total**

$76,990.45

**Quote Expires: 04/05/2019**

Ten Point Sales & Marketing, LLC.
4880 Robb Street Unit #3
Wheat Ridge, CO 80033

Don't forget to check out our website for other manufacturers we proudly represent! www.tenpointsales.com

Please sign and return if you want to turn this quotation into an order.

Signed: [Signature]
Printed Name: [Signature]
Date: 3.12.19
RESOLUTION 21-2019
A RESOLUTION APPROVING THE AGREEMENTS FOR ASBESTOS ABATEMENT AND INTERIOR DEMOLITION OF VARIOUS PROPERTIES WITH WEECYCLE ENVIRONMENTAL CONSULTING IN A TOTAL AMOUNT NOT TO EXCEED $75,870.00
STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK
Resolution No. 21-2019

TITLE: A RESOLUTION APPROVING THE AGREEMENTS FOR ASBESTOS 
ABATEMENT AND INTERIOR DEMOLITION OF VARIOUS 
PROPERTIES WITH WEECYCLE ENVIRONMENTAL CONSULTING 
IN A TOTAL AMOUNT NOT TO EXCEED $75,870.00

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 Agreements for Asbestos 
Abatement at 500 Chase Street and 426 Gregory Street, and for Interior Demolition for 211 
Gregory Street, 221 Gregory Street and 261 Gregory Street with Weecycle Environmental 
Consulting in a total amount not to exceed $75,870.00, and authorizes the City Manager to 
execute the necessary agreements on behalf of the City.

RESOLVED AND PASSED this 10th day of April, 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 approving the Weecycle Proposals for Asbestos Abatement at 500 Chase Street and 426 Gregory Street and for the Non-Asbestos Containing Interior Demolition for 211 Gregory, 221 Gregory and 261 Gregory for a total amount not to exceed $75,870.00.

RECOMMENDATION:
MOTION TO approve Resolution 21-2019 approving the agreements for asbestos abatement and interior demolition of various properties with Weecycle Environmental Consulting in a total amount not to exceed $75,870.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On December 12, 2018, City Council Approved Resolution No. 74-2018 a Resolution approving certain Community Planning and Development Service Agreements for Calendar Year 2019. One of the approved entities was Weecycle Environmental Consulting (Weecycle). Because of Weecycle’s expertise with environmental law and they employ Colorado State certified staff, CP&D requested their assistance in providing the asbestos survey, collecting asbestos samples, providing the laboratory analysis, preparation of the RFP scope of work, organization of the mandatory bid walk, project management of the asbestos abatement and the final clearances.

ASBESTOS ABATEMENT
Weecycle performed a full asbestos survey of the properties located at 426 Gregory and 500 Chase Street, prepared and issued a Request for Proposal to a group of qualified contractors.

500 Chase Street:
The Weecycle asbestos survey report dated 3/5/19 for 500 Chase Street indicates all the sheet flooring and floor tile in the mobile home is installed under all the interior/ exterior walls throughout the structure and tested positive for asbestos containing material. The scope of work for this project is identified below:
1. Contractor shall remove multiply layers of white sheet flooring and floor tile found under the wood floor in the kitchen and hallway.
2. Contractor shall remove floor tile found under the wood flooring in the living room, bedroom 1, bedroom 2 and the furnace closet.
3. Contractor shall remobilize during demolition of mobile home to remove any sheet flooring and floor tile found under the walls of the living room, kitchen, bedroom 1, bedroom 2 and the furnace closet, which could not be abated previously.
4. Contractor shall submit an asbestos design plan to the State of Colorado when applying for their abatement permit. This is required because the floor sheeting and floor tile extends underneath the walls of the trailer.
426 Gregory Street:
The Weecycle asbestos survey report dated 2/25/19 for 426 Gregory Street indicates that only the window glazing on the exterior windows tested positive for asbestos containing material. The windows will remain in place and will not be abated until the windows are scheduled to be replaced by the Gregory Street Plaza Phase 2 contractor. The asbestos abatement contractor will then mobile to remove and dispose of the windows.

A mandatory site visit was held on March 22, 2019 at both properties for interested contractors. Bids were due March 28, 2019 by 3:00 p.m. and were distributed to the City on March 29, 2019.

The results of the Request for Proposals are outlined below:

<table>
<thead>
<tr>
<th></th>
<th>500 Chase</th>
<th>426 Gregory</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NovaTech Environmental, Inc.</td>
<td>$9,890.00 + $440.00 = $10,330</td>
<td>$1,980</td>
<td>$12,310</td>
</tr>
<tr>
<td>Premier Environmental LLC</td>
<td>$12,120.00 ($75.00/hour demolition)</td>
<td>$2,200</td>
<td>$14,320</td>
</tr>
</tbody>
</table>

Nova Tech Environmental LLC is the lowest most responsible bidder for both 500 Chase Street and 426 Gregory Street.

NON-ASBESTOS CONTAINING INTERIOR DEMOLITION
The intent of the interior demotion at 211 Gregory Street, 221 Gregory Street, and 261 Gregory Street demolition is to expose the structural conditions in an effort to minimize the unforeseen conditions discovered during construction. The demolition is to be contained within the interior of the structure, leaving all exterior finishes in an as-found condition. The structures shall remain a weather-tight/lockable premise at the completion of the demolition.

The purpose of the interior demolition is to aid PEH Architects in preparing a detailed set of design development drawings. This design development stage is subsequent to the schematic design stage where the initial design decisions are worked out in greater detail. Design development collects the results from the schematic design phase and takes them one step further. This phase involves finalizing the design and specifying such items as materials, window and door locations and general structural details and the selective interior demolition will advance this process. Design development usually yields a more detailed site plan as well as floor plans, elevations and section drawings with full dimensions, providing a basis for the preparation of construction documents.

211 Gregory, 221 Gregory and 261 Gregory:
Because Weecycle found no asbestos containing material in 221 Gregory, 221 Gregory and 261 Gregory, the scope of work consisted of non-asbestos containing interior demolition. A mandatory site visit was held on March 22, 2019 for interested contractors. Bids were due March 28, 2019 by 3:00 p.m. and were distributed to the City on March 29, 2019.
The results of the Request for Proposals are outlined below:

<table>
<thead>
<tr>
<th>NovaTech Environmental, Inc.</th>
<th>211 Gregory</th>
<th>221 Gregory</th>
<th>261 Gregory</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NovaTech Environmental, Inc.</td>
<td>$28,430.00</td>
<td>$12,360.00</td>
<td>$8,330.00</td>
<td>$49,120.00</td>
</tr>
<tr>
<td>Premier Environmental LLC</td>
<td>$69,920.00</td>
<td>$22,480.00</td>
<td>$10,990.00</td>
<td>$103,390.00</td>
</tr>
</tbody>
</table>

Nova Tech Environmental LLC is the lowest most responsible bidder for 211 Gregory Street, 221 Gregory Street and 261 Gregory Street.

If City Council approves Resolution 21-2019, Nova Tech will mobilize after they apply for and receive their State issued asbestos abatement permit. NovaTech has a current business license/contractor registration, but would be required to obtain a temporary use permit for dumpsters and port-a-let through the City.

The below figures encompass the total cost of these project:

**211 Gregory, 221 Gregory and 261 Gregory:**

- Weecycle Preparation of Scope of Work (SOW), Prepare/Send Request for Proposal, Conduct Contractor Bid Walk for 211 Gregory, 221 Gregory and 261 Gregory $450.00
- Interior Demolition by NovaTech (lowest most responsible bidder) $49,120.00
- Mandatory Weecycle Project Management and Oversite of Work for 211 Gregory, 221 Gregory, 261 Gregory $6,300.00

**Not to Exceed $55,870.00**

**426 Gregory Street:**

- Weecycle Preparation of Scope of Work (SOW), Prepare/Send Request for Proposal, Conduct Contractor Bid Walk for 426 Gregory Street $250.00
- Asbestos Abatement by Nova Tech (lowest most responsible bidder) $1,980.00
- Mandatory Weecycle Visual Clearance – Containment Area – Post Abatement $350.00

**Not to Exceed $2,580.00**

**500 Chase Street:**

- Weecycle Preparation of Scope of Work (SOW), Prepare/Send Request for Proposal, Conduct Contractor Bid Walk for 500 Chase Street $250.00
- Mandatory Because Mobile Home - Contractor to Submit Project Design/Plan for State of Colorado Approval for Abatement/Demolition $350.00
- Asbestos Abatement by Nova Tech (lowest most responsible bidder) $9,890.00
- Mandatory Nova Tech Certified Asbestos Personnel on Site During Abatement (2 Days/$440/day, if Option 1 is effective) $880.00
- Mandatory Weecycle Project Management and Work Oversite (3 days @ $650/day, if Option 1 is effective) $1,950.00
- Mandatory Weecycle Air Clearance – Containment Area - Post Abatement (2 $1,100.00

**Not to Exceed $16,250.00**
Option 1: 
Nova Tech shall investigate and confirm the type of material that is installed under the walls; Sheet Flooring or Floor Tile.

If Sheet Flooring is identified, this material is considered Friable and requires an Asbestos Certified Nova Tech Employee to remove.

Removal includes operation of a back-hoe to dismantle the mobile home and remove the Friable material from underneath the walls.

Back-hoe operator will stack Mobile Home material on site. Debris shall be removed by another contractor.

---

**AGENDA DATE:**
April 10, 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:**
Resolution 21-2019  
Exhibits A, B, & C

**RECORD:**
[ ] Yes  [X] No

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

**SUBMITTED BY:**
Cynthia L. Linker, CP&D  
4/04/19

**REVIEWED BY:**
Stephen N. Cole, City Manager
Exhibit A

211 Gregory, 221 Gregory and 261 Gregory
April 2, 2019

City of Black Hawk
Attn: Cynthia Linker
Community Planning and Development
211 Church Street, PO Box 68
Black Hawk, Colorado 80422

RE: Interior Demolition of Non-Asbestos Containing Materials (ACM) at 211 Gregory Street, 221 Gregory Street and 261 Gregory Street, Black Hawk CO 80422

Weecycle Environmental Consulting, Inc. (Weecycle) is pleased to submit a proposal for the services (work) to be performed by Weecycle on behalf of the City of Black Hawk. These services will be performed based on the Gregory Street Bid Proposal dated March 28, 2019. Weecycle’s estimate for the work to be performed at the above listed properties is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weecycle Preparation of Scope of Work (SOW), Prepare and Send Request for Proposal, Conduct Contractor Bid Walk for 211 Gregory, 221 Gregory and 261 Gregory</td>
<td>$ 450.00</td>
</tr>
<tr>
<td>Interior Demolition by NovaTech</td>
<td>$49,120.00</td>
</tr>
<tr>
<td>Weecycle Project Management Oversight of Work for 211 Gregory, 221 Gregory, 261 Gregory</td>
<td>$ 6,300.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$55,870.00</strong></td>
</tr>
</tbody>
</table>

**Terms and Conditions**
This proposal is valid for a period of thirty (30) days from the date this proposal was written. After a period of thirty (30) days, Weecycle will not be held to the terms and prices quoted herein.

Weecycle at its discretion, may require adequate proof of financial surety. All invoices are due and payable in full net 10 days upon receipt. Any payment not received within thirty (30) days will be subject to a service charge of 1.5% monthly. Payments not received within sixty (60) days will be put out for collection.

The work performed pursuant to this proposal will be undertaken in a professional manner in accordance with best prevailing industry standards. Weecycle shall not be liable for direct, indirect, incidental, special or consequential damages or liability caused by pollutants remaining on the property or adjacent property due to acts or omissions by Weecycle or its subcontractors unless such damages or liabilities are caused by Weecycle or its subcontractors failure to act in a professional manner in accord with prevailing industry standards. No limitation of liability shall apply however for damages, either direct or indirect for bodily injury, property damage, or
otherwise due to Weecycle or its subcontractor's willful misconduct or gross negligence.

Weecycle trusts that the City will find this proposal to be acceptable and would ask that you indicate your acceptance on the line provided for the Mayor’s signature below, so that Weecycle may proceed with their Scope of Work. Should the City have any questions or comments regarding this proposal, please contact Lynda Fratis at (303) 413-0452.

Sincerely,
Weecycle Environmental Consulting, Inc.

Lauren K. York
Director of Operations

By signing below, I certify that I am authorized to accept this proposal on behalf of City of Black Hawk

________________________________________  __________________________
Stephen N. Cole, City Manager               Date
City of Black Hawk

This fee is valid for thirty (30) days from date of issue of this proposal. In order to initiate this project, Weecycle Environmental Consulting, Inc. will require this letter to be executed as a contract by signing the above acceptance form. If the addressee is not contractually responsible for payment of these services, the person or organization responsible must cosign this letter.
REQUEST FOR PROPOSAL TO

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification:
Demo of Non-ACM
Scope of Work Provided by the City

211, 221, 261 Gregory
Black Hawk, CO 80422
Walkthrough: Required

Due Date: Thursday, March 28, 2019 at 3:00 pm, emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
1208 Commerce Ct #5B
Lafayette, CO 80026
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP

MUST HAVE A CURRENT RRP CERTIFICATION ALL HOUSES ARE POSITIVE FOR LEAD PAINT

IF AWARDED MUST OBTAIN A BUSINESS LICENSE FROM THE CITY OF BLACK HAWK
SECTION IIa. BID PROPOSAL FORM

211, 221, 261, Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name:_________________________________________________________________
Address:_______________________________________________________________
City/State:______________________________________________________________
Phone:_______________________________
Fax:________________________________

Bid Certification (If a Bid is offered):
The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.

Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By:___________________________________________ Date:____________

Manual Signature of Agent

_______________________________ ________________________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name:________________________________________________

Prompt Payment Terms:
Discount: _______% _________ Days

Net: _______ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
Non-ACM TOTAL Interior Demo:
211, 221, 261 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew

- 211 Gregory – Interior Demo per Scope
  MUST BE COMPLETED BY April 11, 2019
  ________________________________ Dollars and cents
  ($__________________________).

- 221 Gregory – Interior Demo Per Scope
  MUST BE COMPLETED BY May 3, 2019
  ________________________________ Dollars and cents
  ($__________________________).

- 261 Gregory – Interior Demo per Scope
  MUST BE COMPLETED BY May 3, 2019
  ________________________________ Dollars and cents
  ($__________________________).

Contractor agrees by submitting this proposal they agree to the completion dates as stated above for each site and will be back charged liquidated damages of $250.00 for each day they fail to be completed after the stated dates.

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED
Walkthrough: Required

Due Date: Thursday, March 28, 2019 at 3:00 pm, emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
1208 Commerce Ct #5B
Lafayette, CO 80026
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP

MUST HAVE A CURRENT RRP CERTIFICATION ALL HOUSES ARE POSITIVE FOR LEAD PAINT

IF AWARDED MUST OBTAIN A BUSINESS LICENSE FROM THE CITY OF BLACK HAWK
Generic Interior Demo Scope of Work

Intent of Demolition:
The intent of the demolition is to expose the structural conditions in an effort to minimize the unforeseen conditions discovered during construction. The demolition is to be contained within the interior of the structure (except as noted), leaving all exterior finishes in an as-found condition. The structure shall remain a weather-tight/lockable premise at the completion of the demolition.

General Notes:

- GC must obtain a Business License from the City of Black Hawk.
- Prior to beginning the work, GC must fill out a building permit with the Planning Department.
- GC to obtain a Temporary Use Permit from the Planning Department in order to coordinate all necessary dumpster and portable toilet requirements and include the cost of each in the bid.
- GC to provide necessary power and water for demolition work. GC can make arrangements with the City’s Public Works Dept to get free water from the water filling station on Hwy 119.
- All general and sub-contractors used for demolition must be EPA Lead-Safe Certified. GC and sub-contractors to wear any necessary PPE while working inside the structures.
- GC to provide any necessary shoring and bracing as required for demolition work
- GC to remove and dispose of all interior finishes – but all interior wall and floor framing (including studs, rafters, joists etc) and subfloor to remain in place.
- The City may ask the GC to provide a 3’x3’ hole through subfloor in each room on the first floor in order to expose floor framing and any crawl space below. Do not damage floor joists when cutting through. Coordinate desired location of each hole with City representative.
- There will be no demolition of the exterior at this time (including exterior doors and windows). Interior trim at exterior doors to remain to allow surface mounted hardware to latch.
- Protect exterior doors and windows from damage and secure any additional openings that do not close.
- From the street it should appear that nothing has changed. The site shall be left clean and in a presentable condition. When demo is complete, GC to hose off or sweep all walkways and exterior surfaces, washing away any evidence of an in-construction status.
**Demo/Remove:**

- All cabinetry, countertops, built-ins, shelving and millwork
- **Interior doors** but save historic hardware* (hinges, doorknobs, strike plates, etc.) for the City.
- All trim, wall and ceiling finishes to expose wall/ceiling/roof framing (includes demo of interior wood plank walls and ceiling)
- All floor, wall, ceiling and roof insulation
- All floor finishes (carpeting, hardwood, tile, etc) – but GC to keep subfloor in place, with the possible exception of 3’x3’ holes mentioned in General Notes above.
- **All electrical, cable and phone wiring and fixtures.** Electrical meter shall remain in place.
- Any remaining appliances and water heaters
- **All plumbing piping and fixtures** for water, sewer, heating and gas. Coordinate shut-off of water and gas service prior to demo. **Cap all plumbing service lines** within 5’0” of entrance into structure. **Label** all capped service lines.
- **Woodburning stoves, surrounds and exhaust ducts.** Patch roof penetration for exhaust duct. Leave chimney and supporting structure in place.
- **Furnace, ductwork and associated heating & cooling systems**
- All fasteners, hangers, clips, etc attached to or associated with demolished items and assemblies.
- All excess material and construction debris from the interior and site. The entire site shall be left clean and in presentable condition.

**Keep/Retain:**

- The City may request the Contractor to retain some historic items yet TBD.
- **Studs, rafters, joists** and majority of subfloor
- **Exterior windows and doors** (and the interior trim keeping them in place and lockable)
- **Chimney and supporting structure**
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<tr>
<th></th>
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<th>221 Gregory</th>
<th>261 Gregory</th>
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NovaTech Environmental, Inc.
REQUEST FOR PROPOSAL TO

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification:
Demo of Non-ACM
Scope of Work Provided by the City

211, 221, 261 Gregory
Black Hawk, CO 80422
Walkthrough: Required

Due Date: Thursday, March 28, 2019 at 3:00 pm, emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
1208 Commerce Ct #5B
Lafayette, CO 80026
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP

MUST HAVE A CURRENT RRP CERTIFICATION ALL HOUSES ARE POSITIVE FOR LEAD PAINT

IF AWARDED MUST OBTAIN A BUSNESS LICENSE FROM THE CITY OF BLACK HAWK
SECTION IIa. BID PROPOSAL FORM
211, 221, 261, Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company Name: NovaTech Environmental, Inc.
Address: 5500 Newport St.
City/State: Commerce City, CO 80022
Phone: 303-550-0214 Fax: 303-674-5463

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner's representative (Asbestos Project Manager) within 30 minutes of call.

By: Brook Rosentrater Date: 3/28/2019
Manual Signature of Agent

Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: NovaTech Environmental

Prompt Payment Terms:
Discount: 1% 10 Days
Net: 30 Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
Non-ACM TOTAL Interior Demo:
211, 221, 261 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

**Note: There is No Power or Water Please and you must provide a Portable Toilet for your crew**

Additional Requested Information:
@ 211/221 Gregory:

a. Will they be allowed to park in Crook’s parking lot? **Unknown** as the City will be leasing that lot to another party—not sure when. If unable to park in Crook’s lot, demo contractors can park in the lot at the bottom of Church St (between 271 & 305 Gregory St) & walk down.
b. Is it possible for them to put a dumpster in the area between the Eureka & City Hall? **No,** unfortunately. Instead, a dumpster can be placed at the spot just outside the parking lot next to City Hall on Selak St (see attached map). This is where the contractors who recently worked on City Hall parked their dumpster during their project.

c. Is it OK for them to use the utilities in 211 & 221? **Yes,** they may use the electricity at 211/221. It is currently powering the bus sign just outside the building. Contractor to take care not to disturb this connection. The water has been shut off to these properties. If needed, contractor can contact Public Works to fill up truck at water filling station on Hwy 119.
d. Is it OK for them to cut a **small hole in the subfloor** on the upper level(s) of the Lucky Star in order to toss material down for removal? **No,** they do not want any holes to be cut in the subfloor.
e. On the upper level of the Lucky Star (221), there are some **large window panes** that look down over the next lower section—should those all be removed? **Yes**—this little office space will be completely taken out of the new design, so these windows can go, too.

f. Does the City wish to keep the **stained glass piece** that is on the ceiling of the Lucky Star (221) in place & undamaged? **No,** the City does NOT wish to keep this acrylic faux stained glass piece.

g. Should they demo/remove the **fire suppression system** in the Eureka (211) **No,** please leave the fire suppression system in place as the City will be evaluating it to see if it can be repaired.

A few other things to add to an addendum:
- **Protect all windows from breakage – Must be covered from the inside.**
- Dumpster **MUST** be covered so birds can't get in & trash doesn't fly away
- Trash **MUST** be picked up off the exterior of the site *each evening* before contractor leaves for the night!
- Reminder that **ALL** electrical/cable/phone wiring & fixtures are to be removed (leave electric meter in place)
- Reminder that **ALL** plumbing piping & fixtures for water/sewer/heating/gas are to be removed. Public Works has confirmed that the gas has been shut off before meter and water is shut off in street.
- There will be **NO** smoking inside the properties. If they smoke outside, they **MUST** pick up their cigarette butts (& water bottles & soda cans, etc) & keep the sidewalk areas neat!

- 211 Gregory – Interior Demo per Scope
  **MUST BE COMPLETED BY May 3, 2019**

  _Twenty Eight Thousand Four Hundred Thirty Dollars and cents_

  ($ 28,430.00_________________________).

  **20 Working days required**

- 221 Gregory – Interior Demo Per Scope
  **MUST BE COMPLETED BY May 3, 2019**

  _Twelve Thousand Three Hundred Sixty Dollars and cents_

  ($ 12,360.00_________________________).

  **15 Working Days Required**

- 261 Gregory – Interior Demo per Scope
  **MUST BE COMPLETED BY April 11, 2019**

  _Eight Thousand Three Hundred Thirty Dollars and cents_

  ($ 8,330.00_________________________).

  **9 Working Days Required**

  *Contractor agrees by submitting this proposal* they agree to the completion dates as stated above for each site and will be back charged liquidated damages of $250.00 for each day they fail to be completed after the stated dates.

**NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWADED**
Premier Environmental LLC
REQUEST FOR PROPOSAL TO

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification:
Demo of Non-ACM
Scope of Work Provided by the City

211, 221, 261 Gregory
Black Hawk, CO 80422
Walkthrough: Required

Due Date: Thursday, March 28, 2019 at 3:00 pm, emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
1208 Commerce Ct #5B
Lafayette, CO 80026
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP

MUST HAVE A CURRENT RRP CERTIFICATION ALL HOUSES ARE POSITIVE FOR LEAD PAINT

IF AWARDED MUST OBTAIN A BUSINESS LICENSE FROM THE CITY OF BLACK HAWK
SECTION IIa. BID PROPOSAL FORM
211, 221, 261, Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company Name: Premier Environmental LLC
Address: 1655 Jasper Street Suite A
City/State: Aurora, Colorado 80011
Phone: 303-993-8121
Fax: 303-993-8564

Bid Certification (If a Bid is offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By ___________________________ Date: 03/27/2019

Chad J. Mortenson
President

Typed/Printed Name of Agent
Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: Premier Environmental LLC

Prompt Payment Terms:
Discount: 0 % 0 Days

Net: 15 Days

No Bid Indication (If "No Bid" is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
Non-ACM TOTAL Interior Demo:
211, 221, 261 Gregory
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment
and plans; to perform all necessary labor and to undertake and complete this project in
full accordance with and conformity to the plans, specifications and contract documents
hereto attached or by reference made a part hereof, for the following lump sum of:

**Note:** There is No Power or Water Please and you must provide a
Portable Toilet for your crew

Additional Requested Information:
@ 211/221 Gregory:

a. Will they be allowed to park in Crook's parking lot? **Unknown** as the
City will be leasing that lot to another party—not sure when. If unable to
park in Crook's lot, demo contractors can park in the lot at the bottom of
Church St (between 271 & 305 Gregory St) & walk down.

b. Is it possible for them to put a **dumpster in the area between the Eureka
& City Hall? **No, unfortunately. Instead, a dumpster can be placed at the spot
just outside the parking lot next to City Hall on Selak St (see attached map).
This is where the contractors who recently worked on City Hall parked their
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c. Is it OK for them to use the utilities in 211 & 221? **Yes**, they may use the
electricity at 211/221. It is currently powering the bus sign just outside the
building. Contractor to take care not to disturb this connection. The water
has been shut off to these properties. If needed, contractor can contact
Public Works to fill up truck at water filling station on Hwy 119.

d. Is it OK for them to cut a **small hole in the subfloor** on the upper
level(s) of the Lucky Star in order to toss material down for removal? **No,
they do not want any holes to be cut in the subfloor.**

e. On the upper level of the Lucky Star (221), there are some **large window
panes** that look down over the next lower section—should those all be
removed? Yes—this little office space will be completely taken out of the
new design, so these windows can go, too.

f. Does the City wish to keep the **stained glass piece** that is on the ceiling
of the Lucky Star (221) in place & undamaged? **No**, the City does NOT wish
to keep this acrylic faux stained glass piece.

g. Should they demo/remove the **fire suppression system** in the Eureka
(211) **No**, please leave the fire suppression system in place as the City will be
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A few other things to add to an addendum:
• Protect all windows from breakage – Must be covered from the inside.
• Dumpster MUST be covered so birds can’t get in & trash doesn’t fly away
• Trash MUST be picked up off the exterior of the site each evening before contractor leaves for the night!
• Reminder that ALL electrical/cable/phone wiring & fixtures are to be removed (leave electric meter in place)
• Reminder that ALL plumbing piping & fixtures for water/sewer/heating/gas are to be removed. Public Works has confirmed that the gas has been shut off before meter and water is shut off in street.
• There will be NO smoking inside the properties. If they smoke outside, they MUST pick up their cigarette butts (& water bottles & soda cans, etc) & keep the sidewalk areas neat!

• 211 Gregory – Interior Demo per Scope
  MUST BE COMPLETED BY April 11, 2019

  Sixty Nine Thousand Nine Hundred Twenty 00/100 Dollars and cents

  ($ 69,920.00 __________________________).  

• 221 Gregory – Interior Demo Per Scope
  MUST BE COMPLETED BY May 3, 2019

  Twenty Two Thousand Four hundred Eighty 00/100 Dollars and cents

  ($ 22,480.00 __________________________).    

• 261 Gregory – Interior Demo per Scope
  MUST BE COMPLETED BY May 3, 2019

  Ten Thousand Nine Hundred Ninety 00/100 Dollars and cents

  ($ 10,990.00 __________________________).

 Contractor agrees by submitting this proposal they agree to the completion dates as stated above for each site and will be back charged liquidated damages of $250.00 for each day they fail to be completed after the stated dates.

NOTE PLEASE PROVIDE QUOTES PER PROPERTY MULTIPLE CONTRACTORS MAY BE AWARDED
General Abatement Contractor

This certifies that

Premier Environmental LLC

GAC No.: 23142

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

Issued: August 27, 2018
Expires: August 27, 2019
CERTIFICATE OF LIABILITY INSURANCE

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

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

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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.

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

64 of 100
April 2, 2019

City of Black Hawk
Attn: Cynthia Linker
Community Planning and Development
211 Church Street, PO Box 68
Black Hawk, Colorado 80422

RE: Asbestos Abatement Asbestos Containing Materials (ACM) at 426 Gregory Street, Black Hawk CO 80422

Weecycle Environmental Consulting, Inc. (Weecycle) is pleased to submit a proposal for the services (work) to be performed by Weecycle on behalf of the City of Black Hawk. These services will be performed based on the Gregory Street Bid Proposal dated March 28, 2019. Weecycle’s estimate for the work to be performed at the above listed properties is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weecycle Preparation of Scope of Work (SOW), Prepare and Send Request for Proposal, Conduct Contractor Bid Walk for 426 Gregory</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Asbestos Abatement by Nova Tech</td>
<td>$ 1,980.00</td>
</tr>
<tr>
<td>Weecycle Visual Clearance after Abatement</td>
<td>$ 350.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 2,580.00</strong></td>
</tr>
</tbody>
</table>

Terms and Conditions
This proposal is valid for a period of thirty (30) days from the date this proposal was written. After a period of thirty (30) days, Weecycle will not be held to the terms and prices quoted herein.

Weecycle at its discretion, may require adequate proof of financial surety. All invoices are due and payable in full net 10 days upon receipt. Any payment not received within thirty (30) days will be subject to a service charge of 1.5% monthly. Payments not received within sixty (60) days will be put out for collection.

The work performed pursuant to this proposal will be undertaken in a professional manner in accordance with best prevailing industry standards. Weecycle shall not be liable for direct, indirect, incidental, special or consequential damages or liability caused by pollutants remaining on the property or adjacent property due to acts or omissions by Weecycle or its subcontractors unless such damages or liabilities are caused by Weecycle or its subcontractors failure to act in a professional manner in accord with prevailing industry standards. No limitation of liability shall apply however for damages, either direct or indirect for bodily injury, property damage, or otherwise due to Weecycle or its subcontractor's willful misconduct or gross negligence.
Weecycle trusts that the City will find this proposal to be acceptable and would ask that you indicate your acceptance on the line provided for the Mayor’s signature below, so that Weecycle may proceed with their Scope of Work. Should the City have any questions or comments regarding this proposal, please contact Lynda Fratis at (303) 413-0452.

Sincerely,
Weecycle Environmental Consulting, Inc.

Lauren K. York
Director of Operations

By signing below, I certify that I am authorized to accept this proposal on behalf of City of Black Hawk

_________________________________________  ___________________________
Stephen N. Cole, City Manager                        Date
City of Black Hawk

This fee is valid for thirty (30) days from date of issue of this proposal. In order to initiate this project, Weecycle Environmental Consulting, Inc. will require this letter to be executed as a contract by signing the above acceptance form. If the addressee is not contractually responsible for payment of these services, the person or organization responsible must cosign this letter.
REQUEST FOR PROPOSAL TO FURNISH ASBESTOS ABATEMENT SERVICES FOR CITY OF BLACK HAWK

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification: Asbestos Abatement

500 Chase St.  
And  
426 Gregory St  
Black Hawk, CO 80422
Walkthrough: Required

REVISED To include the fact no power or water

Due Date: Thursday, March 28, 2019 at 3:00 pm,
emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
5375 Western Ave, Suite B
Boulder, CO 80301
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP
Submitted By:

Bidder’s Company
Name: ________________________________________________________________
Address: ______________________________________________________________
City/State: _____________________________________________________________
Phone: _____________________________
Fax: __________________________________

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: _____________________________________________ Date: ____________

Manual Signature of Agent

__________________________ ______________________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: __________________________________________________________

Prompt Payment Terms:
Discount: _______% _________ Days

Net: _______ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT
500 Chase St., and 426 Gregory St.
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water at 426 Gregory

- 500 Chase St. – Remove all Sheet Flooring in Kitchen and Hall and Floor Tile in Living Room and Under the Wood Floor, Bedroom 1 & 2 and Furnace Closet

______________________________ Dollars and cents

($__________________________).

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

______________________________ Dollars and cents Per Day

($__________________________).

- 426 Gregory – Remove all Windows with Glazing (To be removed later this spring)

______________________________ Dollars and cents

($__________________________).

Start Date for 500 Chase St. ___________ Duration_____________
## Asbestos Abatement

<table>
<thead>
<tr>
<th></th>
<th>500 Chase</th>
<th>Extra Days - 500 Chase During Demo</th>
<th>426 Gregory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nova Tech</td>
<td>$9,890.00</td>
<td>$440.00</td>
<td>$1,980.00</td>
</tr>
<tr>
<td>Duration</td>
<td>8 Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premier</td>
<td>$12,120.00</td>
<td>75.00 an hour</td>
<td>$2,200.00</td>
</tr>
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NovaTech Environmental, Inc.
REQUEST FOR PROPOSAL TO FURNISH ASBESTOS ABATEMENT SERVICES FOR CITY OF BLACK HAWK

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification: Asbestos Abatement

500 Chase St.
And
426 Gregory St
Black Hawk, CO 80422
Walkthrough: Required

REVISED To include the fact no power or water
Due Date: Thursday, March 28, 2019 at 3:00 pm,
emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
5375 Western Ave, Suite B
Boulder, CO 80301
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP
SECTION IIa. BID PROPOSAL FORM
500 Chase St and 426 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: NovaTech Environmental, Inc
Address: 5500 Newport St
City/State: Commerce City, CO 80022
Phone: 303-550-0214
Fax: 303-674-5463

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this Invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.

Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: ___________________________ Date: 3/28/2019
Brook Rosentrater
Manual Signature of Agent

Typed/Printed Name of Agent

President
Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: NovaTech Environmental

Prompt Payment Terms:
Discount: 1 % 10 Days
Net: 30 Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please at 426 Gregory

- 500 Chase St. – Remove all Sheet Flooring in Kitchen and Hall and Floor Tile in Living Room and Under the Wood Floor, Bedroom 1 & 2 and Furnace Closet

Nine Thousand Eight Hundred Ninety Dollars and cents

($ 9,890.00 )

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

Four hundred Forty Dollars and cents Per Day Per worker

($ 440.00 )

- 426 Gregory – Remove all Windows with Glazing (To be removed later this spring)

One Thousand Nine Hundred Eighty Dollars and cents

($ 1,980.00 )

Start Date for 500 Chase St. 4-15-2019 Duration 8 working days
SECTION IIa. BID PROPOSAL FORM
500 Chase St and 426 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder's Company
Name: Premier Environmental LLC
Address: 1655 Jasper Street Unit A
City/State: Aurora, Colorado 80011
Phone: 303-993-8121
Fax: 303-993-8564

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner's representative (Asbestos Project Manager) within 30 minutes of call.

By: _______________________________
Manual Signature of Agent

Chad J. Mortenson
Typed/Printed Name of Agent
President
Title of Agent

Date: 03/27/2019

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder's Name: Premier Environmental LLC

Prompt Payment Terms:
Discount: 0 % 0 Days

Net: 15 Days

No Bid Indication (If "No Bid" is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT
500 Chase St., and 426 Gregory St.
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please at 426 Gregory

- 500 Chase St. – Remove all Sheet Flooring in Kitchen and Hall and Floor Tile in Living Room and Under the Wood Floor, Bedroom 1 & 2 and Furnace Closet

  Twelve Thousand One Hundred Twenty 00/100 Dollars and cents

  ($12,120.00).

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

  Seventy Five 00/100
  Eighty Five 00/100

  ($75.00 Per Hour - Worker - $85.00 Per Hour - Supervisor).

- 426 Gregory – Remove all Windows with Glazing (To me removed later this spring)

  Two Thousand Two Hundred 00/100 Dollars and cents

  ($2,200.00).

Start Date for 500 Chase St. 04/05/2019  Duration 5 Days Max
General Abatement Contractor

This certifies that

Premier Environmental LLC

GAC No.: 23142

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

Issued: August 27, 2018
Expires: August 27, 2019
### Certificates of Liability Insurance

**DATE (MM/DD/YYYY):** 3/8/2019

**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.**

**Producers:**
- **NAME:** Scott Anderson, CIC
- **PHONE:** 303-996-7833
- **FAX:** 303-757-7719
- **ADDRESS:** sanderson@crsendver.com

**Insured:**
- **Premier Environmental LLC**
  - **Address:** 1655 Jasper St, Suite A
  - **Address:** Aurora CO 80011

**Certificate Number:** 1229257138

**Revisions:**

**Coverages:**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADD/SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>OCCUR</td>
<td>EMP19005611101</td>
<td>3/7/2019</td>
<td><strong>DAMAGE TO RENTED PREMISES (Ea occurrence)</strong> $1,000,000</td>
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<td></td>
<td>3/7/2020</td>
<td><strong>MED EXP (Any one person)</strong> $10,000</td>
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<td><strong>PERSONAL &amp; ADV INJURY</strong> $1,000,000</td>
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<td><strong>GENERAL AGGREGATE</strong> $2,000,000</td>
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<td><strong>PRODUCTS - COMPOP AGG</strong> $2,000,000</td>
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<td><strong>$</strong></td>
</tr>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>OCCUR</td>
<td>S2304498</td>
<td>2/15/2019</td>
<td><strong>COMBINED SINGLE LIMIT (Ea accident)</strong> $1,000,000</td>
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<td>2/15/2020</td>
<td><strong>BODILY INJURY (Per person)</strong> $</td>
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<td></td>
<td><strong>BODILY INJURY (Per accident)</strong> $</td>
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<td></td>
<td><strong>PROPERTY DAMAGE (Per accident)</strong> $</td>
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<td></td>
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<td></td>
<td><strong>$</strong></td>
</tr>
<tr>
<td>A</td>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>OCCUR</td>
<td>4195571</td>
<td>10/1/2018</td>
<td><strong>E.L. EACH ACCIDENT</strong> $1,000,000</td>
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<td>10/1/2019</td>
<td><strong>E.L. DISEASE - EA EMPLOYEE</strong> $1,000,000</td>
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<td><strong>E.L. DISEASE - POLICY LIMIT</strong> $1,000,000</td>
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<tr>
<td>C</td>
<td>Professional Pollution Liability</td>
<td>CLAIMS-MADE</td>
<td>EMP19005611101</td>
<td>3/7/2019</td>
<td>Each Claim Aggregate $1,000,000</td>
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<td></td>
<td></td>
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<td></td>
<td>3/7/2020</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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

**Certificate Holder Cancellation**

**For Information Only**

**Authorized Representative**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
April 2, 2019

City of Black Hawk
Attn: Cynthia Linker
Community Planning and Development
211 Church Street, PO Box 68
Black Hawk, Colorado 80422

RE: Asbestos Abatement Asbestos Containing Materials (ACM) at 500 Chase Street, Black Hawk CO 80422

Weecycle Environmental Consulting, Inc. (Weecycle) is pleased to submit a proposal for the services (work) to be performed by Weecycle on behalf of the City of Black Hawk. These services will be performed based on the Chase Street Bid Proposal dated March 28, 2019. Weecycle’s estimate for the work to be performed at the above listed properties is as follows:

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<tr>
<th>Service Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>Weecycle Preparation of Scope of Work (SOW), Prepare and Send Request for Proposal, Conduct Contractor Bid Walk for 500 Chase St</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Project Design for Approval to State for Demo</td>
<td>$ 350.00</td>
</tr>
<tr>
<td>Asbestos Abatement by Nova Tech</td>
<td>$ 9,890.00</td>
</tr>
<tr>
<td>Asbestos Worker Must be on Site During Abatement (2 Days)</td>
<td>$ 880.00</td>
</tr>
<tr>
<td>Weecycle Project Management Oversight of Work for 500 Chase St (3 days)</td>
<td>$ 1,950.00</td>
</tr>
<tr>
<td>Weecycle Air Clearance after Abatement (budget for 2)</td>
<td>$ 1,100.00</td>
</tr>
</tbody>
</table>

**NOTE:** Nova Tech will do investigation to see if the Sheet Flooring runs under the walls or if it is just the Floor tile. If it is Sheet Flooring, the material would be Friable and will require a change order as the Back-Hoe Operator must be Asbestos Certified. $ 3,000.00

**Total** $ 17,420.00

**Terms and Conditions**
This proposal is valid for a period of thirty (30) days from the date this proposal was written. After a period of thirty (30) days, Weecycle will not be held to the terms and prices quoted herein.

Weecycle at its discretion, may require adequate proof of financial surety. All invoices are due and payable in full net 10 days upon receipt. Any payment not received within thirty (30) days will be subject to a service charge of 1.5% monthly. Payments not received within sixty (60) days will be put out for collection.
The work performed pursuant to this proposal will be undertaken in a professional manner in accordance with best prevailing industry standards. Weecycle shall not be liable for direct, indirect, incidental, special or consequential damages or liability caused by pollutants remaining on the property or adjacent property due to acts or omissions by Weecycle or its subcontractors unless such damages or liabilities are caused by Weecycle or its subcontractors failure to act in a professional manner in accord with prevailing industry standards. No limitation of liability shall apply however for damages, either direct or indirect for bodily injury, property damage, or otherwise due to Weecycle or its subcontractor's willful misconduct or gross negligence.

Weecycle trusts that the City will find this proposal to be acceptable and would ask that you indicate your acceptance on the line provided for the Mayor’s signature below, so that Weecycle may proceed with their Scope of Work. Should the City have any questions or comments regarding this proposal, please contact Lynda Fratis at (303) 413-0452.

Sincerely,

Weecycle Environmental Consulting, Inc.

Lauren K. York
Director of Operations

By signing below, I certify that I am authorized to accept this proposal on behalf of City of Black Hawk

______________________________  ______________________________
Stephen N. Cole, City Manager        Date
City of Black Hawk

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REQUEST FOR PROPOSAL TO FURNISH ASBESTOS ABATEMENT SERVICES FOR CITY OF BLACK HAWK

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

Project Identification:
Asbestos Abatement

500 Chase St.
And
426 Gregory St
Black Hawk, CO 80422
Walkthrough: Required

REVISED To include the fact no power or water

Due Date: Thursday, March 28, 2019 at 3:00 pm,
emailed to Weecycle@weecycle-env.com
Or delivered in person to:

Weecycle Environmental Consulting
5375 Western Ave, Suite B
Boulder, CO 80301
Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP
SECTION IlA. BID PROPOSAL FORM
500 Chase St and 426 Gregory
Black Hawk, CO 80422

Submitted By:
Bidder’s Company
Name:______________________________________________________________
Address:________________________________________________________________
City/State:________________________________________________________________
Phone:_______________________________________________________________
Fax:____________________________________________________________________

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
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By:___________________________________________ Date:____________
Manual Signature of Agent

_______________________________ ________________________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name:________________________________________________________

Prompt Payment Terms:
Discount: _______% _________ Days

Net: _______ Days

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($__________________________).

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

______________________________ Dollars and cents Per Day

($__________________________).

- 426 Gregory – Remove all Windows with Glazing (To me removed later this spring)

______________________________ Dollars and cents

($__________________________).

Start Date for 500 Chase St. ___________ Duration_____________
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<th>Extra Days - 500 Chase During Demo</th>
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REQUEST FOR PROPOSAL TO FURNISH ASBESTOS ABATEMENT SERVICES FOR CITY OF BLACK HAWK

SECTION I. GENERAL INFORMATION

Issue Date: March 22, 2019

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Asbestos Abatement

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And
426 Gregory St
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Walkthrough: Required

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Or delivered in person to:

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5375 Western Ave, Suite B
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Phone: (303) 859-0830
Fax: (303) 413-0710
Weecycle@weecycle-env.com

Preferred Start Date: ASAP
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500 Chase St and 426 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder’s Company
Name: NovaTech Environmental, Inc
Address: 5500 Newport St
City/State: Commerce City, CO 80022
Phone: 303-550-0214
Fax: 303-674-5463

Bid Certification (If a Bid is offered):

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Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: Brook Rosentrater ___________________________ Date: 3/28/2019
Manual Signature of Agent

Brook Rosentrater ___________________________ President ________________
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: NovaTech Environmental

Prompt Payment Terms:
Discount: ___ 1 % 10 _____ Days
Net: 30 _____ Days

No Bid Indication (If "No Bid" is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT
500 Chase St., and 426 Gregory St.
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please at 426 Gregory

- 500 Chase St. – Remove all Sheet Flooring in Kitchen and Hall and Floor Tile in Living Room and Under the Wood Floor, Bedroom 1 & 2 and Furnace Closet

Nine Thousand Eight Hundred Ninety Dollars and cents

($ 9,890.00).

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

Four hundred Forty Dollars and cents Per Day Per worker

($ 440.00).

- 426 Gregory – Remove all Windows with Glazing (To be removed later this spring)

One Thousand Nine Hundred Eighty Dollars and cents

($ 1,980.00).

Start Date for 500 Chase St. 4-15-2019 Duration 8 working days
SECTION IIa. BID PROPOSAL FORM
500 Chase St and 426 Gregory
Black Hawk, CO 80422

Submitted By:

Bidder's Company
Name: Premier Environmental LLC
Address: 1655 Jasper Street Unit A
City/State: Aurora, Colorado 80011
Phone: 303-993-8121
Fax: 303-993-8564

Bid Certification (If a Bid is offered): The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder;
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications which were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms;
- The Bid Proposal is being offered independently of any other Bidder and in full compliance with the collusive prohibitions of this bid solicitation; and
- The Bidder will accept any awards made to them as a result of this invitation for a minimum of thirty (30) calendar days following the date and time of the bid opening.
- Due to the location of this project the Contractor shall insure that superintendent/project manager shall be available during work hours by phone and shall respond to owner’s representative (Asbestos Project Manager) within 30 minutes of call.

By: ________________________________ Date: 03/27/2019
Manual Signature of Agent

Chad J. Mortenson ________________________________ President
Typed/Printed Name of Agent Title of Agent

Note: Bid Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Bidder’s Name: Premier Environmental LLC

Prompt Payment Terms:
Discount: __0__% ___0__ Days

Net: ___15__ Days

No Bid Indication (If “No Bid” is offered): Indicate reason(s) why a Bid Proposal is not being submitted at this time.
ASBESTOS ABATEMENT
500 Chase St., and 426 Gregory St.
Black Hawk, CO 80422

HEREBY PROPOSES, to furnish all required materials, tools, appliances, equipment and plans; to perform all necessary labor and to undertake and complete this project in full accordance with and conformity to the plans, specifications and contract documents hereto attached or by reference made a part hereof, for the following lump sum of:

Note: There is No Power or Water Please at 426 Gregory

- 500 Chase St. – Remove all Sheet Flooring in Kitchen and Hall and Floor Tile in Living Room and Under the Wood Floor, Bedroom 1 & 2 and Furnace Closet

Twelve Thousand One Hundred Twenty 00/100 Dollars and cents

($12,120.00 ___________________________).

- Fee to be on site during Demo to remove any Floor tile and Sheet Flooring that may be under the exterior walls once Demo has begun.

Seventy Five 00/100 Eighty Five 00/100 Dollars and cents Per Day

($ 75.00 Per Hour - Worker - $85.00 Per Hour - Supervisor ).

- 426 Gregory –Remove all Windows with Glazing (To me removed later this spring)

Two Thousand Two Hundred 00/100 Dollars and cents

($ 2,200.00 ___________________________).

Start Date for 500 Chase St. 04/05/2019 Duration 5 Days Max
Colorado Department of Public Health and Environment

General Abatement Contractor

This certifies that

Premier Environmental LLC

GAC No.: 23142

has met the certification requirements of 25-7-507, C.R.S. and Air Quality Control Commission Regulation No. 8, Part B, and is hereby authorized to perform asbestos abatement activities in the state of Colorado.

Issued: August 27, 2018
Expires: August 27, 2019
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
CRS Insurance Brokerage
6600 E Hampden Ave
Denver CO 80224

INSURED
Premier Environmental LLC
1655 Jasper St, Suite A
Aurora CO 80011

CONTACT NAME: Scott Anderson, CIC
PHONE: 303-996-7833
FAX: 303-757-7719
E-MAIL: sanderson@crsdenver.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Pinnacol Assurance
NAIC #: 41190
INSURER B: Selective Ins. Co. of America
NAIC #: 12572
INSURER C: AXIS Surplus Insurance Company
NAIC #: 26620

CERTIFICATE NUMBER: 1229257138

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.

COVERAGE

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

CERTIFICATE HOLDER

For Information Only

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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