



REGULAR MEETING AGENDA

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

October 25, 2023
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: October 11, 2023
7. PUBLIC HEARINGS:

None

8. ACTION ITEMS:

- A. Resolution 80-2023, A Resolution Approving the Acquisition of Certain Real Property Known as the Washington 611, the Mountain Rose 598, and the Jenkins Mining Claims
- B. Resolution 81-2023, A Resolution Approving a Change Order to the Professional Services Agreement with LRE Water, Inc. in the Amount Not to Exceed \$35,239.00
- C. Resolution 82-2023, A Resolution Approving an Agreement with Lumin8 Transportation Technologies for Annual On-Call Traffic Signal Maintenance in the Amount Not to Exceed \$55,000.00

9. CITY MANAGER REPORT:

10. CITY ATTORNEY REPORT:

11. EXECUTIVE SESSION:

Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding potential litigation and regarding options related to City-owned property pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators regarding City-owned land on Gregory Hill, the Gregory Street HARD District, other City-owned property, and potential property acquisition pursuant to C.R.S § 24-6-402(4)(e).

12. ADJOURNMENT:

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

AMERICANS WITH DISABILITY ACT NOTICE Any disabled person who plans to attend any governmental meeting of the City of Black Hawk and requires special assistance can contact City Hall at (303) 582-2221. Please make any request for assistance at least 24 hours before the scheduled meeting



**City of Black Hawk
City Council**

October 11, 2023

MEETING MINUTES

Award-winning Newspaper Reporter from the Weekly Register-Call, Don Ireland, rang the bell to open the meeting.

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, October 11, 2023 at 3:00 p.m.

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

Excused Absence: Alderman Torres

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Commander Cooper, Police Officer Smith, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Maintenance Services Manager Jackson, Water Resource Engineer Dallam, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

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

Mayor Spellman asked everyone to continue to stand in a Moment of Silence in a show of support for the State of Israel for the horrific atrocities that occurred over the weekend and to mourn the loss of life there.

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

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

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

5. EMPLOYEE

INTRODUCTION:

Police Officer Jay Lopez
Police Officer Michael Tenner
Communications Officer Chelsea Roybal

Police Commander Cooper introduced the Department's newest employees. He provided a background on each. He said Chelsea worked surveillance at local casinos for the past ten years, so is very familiar with the City; Officer Lopez comes to the City with a wealth of knowledge from over two decades at the City of Arvada, he was a motorcycle officer, detective, and promoted to Sergeant in 2013; Officer Tenner comes to the City as a Police Recruit and worked as a school security officer and has experience through the Mesa County Sheriff's Office and Castle Rock's Police Department.

They were all warmly welcomed by Council and staff.

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

7. APPROVAL OF
MINUTES:

September 13, 2023

**MOTION TO
APPROVE**

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

MOTION PASSED

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

8. PUBLIC HEARINGS:

None

9. ACTION ITEMS:

A. Resolution 76-2023, A Resolution Approving an Amendment to the Professional Services Agreement with ERO Resources Corporation for the City's Water System Improvement Permit Applications in the Amount Not to Exceed \$126,435.56

Mayor Spellman read the title.

Water Resource Engineer Dallam introduced this item. He said the current contract was to provide permitting and environmental studies for our water system improvement project based on three proposed sites. New staff at the Army Corps of Engineers requested the Unnamed Gulch site, not previously considered, to be included as a retained alternative and the City to dismiss the other sites. This change order would provide that alternative study. Also, he said the City wished to separate out the proposed expansion to the Hidden Valley Infiltration Gallery as that project will be completed sooner than the permitting for the rest of the project.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 76-2023, a Resolution approving an amendment to the Professional Services Agreement with ERO Resources Corporation for the City's Water System Improvement Permit Applications in the amount not to exceed \$126,435.56.

MOTION PASSED

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

B. Resolution 77-2023, A Resolution Ratifying the Approval of the Proposal from the Colorado Intergovernmental Risk Sharing Agency for 2024 Property Casualty Coverage

Mayor Spellman read the title.

City Manager Cole said Melissa Greiner had conducted a phone poll with Council to provide CIRSA with the City's approval by their deadline and that this Resolution simply ratifies that poll.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 77-2023, a Resolution ratifying the approval of the proposal from the Colorado Intergovernmental Risk Sharing Agency for 2024 Property Casualty Coverage.

MOTION PASSED

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

C. Resolution 78-2023, A Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge

D. Resolution 79-2023, A Resolution Reappointing Thad Renaud and Robert Mack to be the City of Black Hawk Assistant Municipal Court Judges

Mayor Spellman read the title.

City Attorney Hoffmann introduced these two items. He said the City missed bringing these Resolutions to Council back in 2022. The Resolutions are retroactive to May 1, 2022, as the Municipal Court Judge and Assistant Court Judge positions are reappointed every two years for two (2) year terms. He confirmed there was no issue with their authority because an official such as a judge serves until a replacement is appointed. Their reappointment Resolutions will be reheard in May 2024.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 78-2023, a Resolution Reappointing Ronald W. Carlson to be the City of Black Hawk Municipal Court Judge, and Resolution 79-2023, a Resolution Reappointing Thad Renaud and Robert Mack to be the City of Black Hawk Assistant Municipal Court Judges.

MOTION PASSED

There was no discussion, and the motions **PASSED** unanimously.

**10. CITY MANAGER
REPORT:**

City Manager Cole reported the distribution of the 2024 proposed budget due to Council before October 15th and announced the Budget Work Session scheduled for November 8th.

**11. CITY ATTORNEY
REPORT:**

City Attorney Hoffmann had nothing to report.

**12. EXECUTIVE
SESSION:**

City Attorney Hoffmann recommended items number 2 and 5 only for Executive Session to hold a conference with the City Attorney to receive legal advice on specific legal issues regarding intergovernmental relations and issues and to instruct negotiators regarding City-owned land in the Gregory Street HARD District.

**MOTION TO ADJOURN
INTO EXECUTIVE
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:13 p.m. to hold a conference with the City's Attorney to receive legal advice on specific legal questions pursuant to C.R.S. § 24-6-402(4)(b), and to hold a conference with the City's Attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

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

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 3:35 p.m.

MOTION PASSED

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 3:35 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

RESOLUTION 80-2023
A RESOLUTION
APPROVING THE
ACQUISITION OF CERTAIN
REAL PROPERTY KNOWN
AS THE WASHINGTON
611, THE MOUNTAIN
ROSE 598, AND THE
JENKINS MINING CLAIMS

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

Resolution No. 80-2023

TITLE: A RESOLUTION APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY KNOWN AS THE WASHINGTON 611, THE MOUNTAIN ROSE 598, AND THE JENKINS MINING CLAIMS

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 acquisition of the Washington 611, the Mountain Rose 598, and the Jenkins Mining Claims (the “Property”) for the total amount of \$135,000, plus closing costs, and authorizes the Mayor and/or the City Manager to execute the necessary documents to accomplish the acquisition of the Property.

RESOLVED AND PASSED this 25th day of October, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Authorization for the City Manager to purchase property owned by Jeannie King in the amount of \$135,000 plus any applicable closing costs.

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

MOTION TO APPROVE *Resolution 80-2023, A Resolution Approving the Acquisition of Certain Real Property Known as the Washington 611, The Mountain Rose 598, and The Jenkins Mining Claims.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The City desires to acquire the Washington 611 mining claim (4.6 acres), Mountain Rose mining claim (4.82 acres) and the Jenkins claim (.155 acres) for future development of the City's open space on Gregory Hill. The property will be purchased for \$135,000 plus applicable closing costs.

AGENDA DATE: October 25, 2023

DEPARTMENT DIRECTOR APPROVAL: [] Yes [X] No

STAFF PERSON RESPONSIBLE: Stephen Cole, City Manager

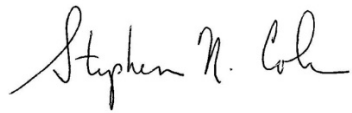
DOCUMENTS ATTACHED: Contract to buy Real Estate and map of the property being purchased

RECORD: [] Yes [X] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [X] No

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

SUBMITTED BY:



Stephen N. Cole, City Manager

CONTRACT TO BUY AND SELL REAL ESTATE

October 25, 2023

1. **PARTIES AND PROPERTY.** The City of Black Hawk, Colorado (Buyer), agrees to buy, and Jeannie King ("Seller"), agrees to sell, on the terms and conditions set forth in this contract, the following described real estate to wit:

Washington 611 – 25% of 4.6 acres, Gilpin County Assessor account N002534
Washington 611 – 75% of 4.6 acres, Gilpin County Assessor account N003962
Mountain Rose 598 – 100% of 4.82 acres, Gilpin County Assessor account N002533
Jenkins – 100% of .155 acres, Gilpin County Assessor account N003961

Gilpin County, State of Colorado

together with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, all improvements thereon and all attached fixtures thereon, except as herein excluded (collectively the "Property").

2. **INCLUSIONS/EXCLUSIONS.** The purchase price includes the following items (a) if attached to the Property on the date of this contract: N/A

3. **PURCHASE PRICE AND TERMS.** The purchase price shall be One Hundred Thirty-five Thousand Dollars (\$135,000.00) (the "Purchase Price"), minus applicable closing costs. Payment by Buyer shall be at closing in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check, and cashier's check (Good Funds).

4. **NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

5. **EVIDENCE OF TITLE.** Seller shall furnish to Buyer, at Buyer's expense a current commitment for owner's title insurance policy in an amount equal to the Purchase Price, on or before November 6, 2023 (Title Deadline).

Buyer may require of Seller that copies of instruments (or abstracts of instruments) listed in the schedule of exceptions (Exceptions) in the title insurance commitment also be furnished to Buyer at Seller's expense. This requirement shall pertain only to instruments shown of record in the office of the clerk and recorder of the designated county or counties. The title insurance commitment, together with any copies or abstracts of instruments furnished pursuant to this Section 5 constitute the title documents (Title Documents). Buyer, or Buyer's designee, must request Seller, in writing, to furnish copies or abstracts of instruments listed in the schedule of exceptions no later than 5 calendar days after Title Deadline. If Seller furnishes a title insurance

commitment, Seller will pay the premium at closing and have the title insurance policy delivered to Buyer as soon as practicable after closing.

6. TITLE.

(a) Title Review. Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of unmerchantability of title or of any other unsatisfactory title condition shown by the Title Documents shall be signed by or on behalf of Buyer and given to Seller on or before 10 calendar days after Title Deadline, or within five (5) calendar days after receipt by Buyer of any Title Document(s) or endorsement(s) adding new Exception(s) to the title commitment together with a copy of the Title Document adding new Exception(s) to title. If Seller does not receive Buyer's notice by the date(s) specified above, Buyer accepts the condition of title as disclosed by the Title Documents as satisfactory.

(b) Matters Not Shown by the Public Records. Seller shall deliver to Buyer, on or before the Title Deadline set forth in Section 5, true copies of all lease(s) and survey(s) in Seller's possession pertaining to the Property and shall disclose to Buyer all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party(s) has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or boundary line discrepancy). Written notice of any unsatisfactory condition(s) disclosed by Seller or revealed by such inspection shall be signed by or on behalf of Buyer and given to Seller on or before November 13, 2023. If Seller does not receive Buyer's notice by said date, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

(c) Right to Cure. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition(s) as provided in subsection (a) or (b) above, Seller shall use reasonable effort to correct said unsatisfactory title condition(s) prior to the date of closing. If Seller fails to correct said unsatisfactory title condition(s) on or before the date of closing, this contract shall then terminate; provided, however, Buyer may, by written notice received by Seller, on or before closing, waive objection to said unsatisfactory title condition(s).

7. INSPECTION. N/A

8. DATE OF CLOSING. The date of closing shall be November 21, 2023 or by mutual agreement at an earlier date. The hour and place of closing shall be as designated by mutual agreement of the parties.

9. TRANSFER OF TITLE. Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient general warranty deed to Buyer, on closing, conveying the Property free and clear of all taxes except the general taxes for the year of closing and except matters shown by public records satisfactory to Buyer. Title shall be conveyed free and clear of all liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not;

except (i) distribution utility easements (including cable TV); (ii) those matters reflected by the Title Documents accepted by Buyer in accordance with subsection 6(a); (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with subsection 6(b); (iv) inclusion of the Property within any special taxing district; and (v) subject to building and zoning regulations.

10. **PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before closing from the proceeds of this transaction or from any other source.

11. **CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer shall pay, in Good Funds, all closing costs and all other items required to be paid at closing, except as otherwise provided herein. Buyer and Seller shall sign and complete all customary or required documents at or before closing.

12. **PRORATIONS.** General taxes for the year of closing, based on the taxes for the calendar year immediately preceding closing, rents, water and sewer charges, homeowner's association dues, and interest on continuing loan(s), if any, shall be prorated to the date of closing.

13. **TIME OF ESSENCE/REMEDIES.** Time is of the essence hereof. If any note or check received as earnest money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:

(a) **IF BUYER IS IN DEFAULT (Specific Performance).** Seller may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

(b) **IF SELLER IS IN DEFAULT.** Buyer may elect to treat this contract as cancelled, in which case all payments and things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

(c) **COSTS AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

14. **ADDITIONAL PROVISIONS.** Additional Provisions are attached as Exhibit B and incorporated by this reference. (The language of these additional provisions has not been approved by the Colorado Real Estate Commission.)

15. **RECOMMENDATION OF LEGAL COUNSEL.** By signing this document, Buyer and Seller acknowledge that this document has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.

16. TERMINATION. In the event this contract is terminated, all payments and things of value received hereunder shall be returned and the parties shall be relieved of all obligations.

BUYER CITY OF BLACK HAWK

By: _____
Stephen N. Cole, City Manager

Date: _____

Attest: _____
Melissa A. Greiner, CMC, City Clerk

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

SELLER

By: Jeannie King _____

Date _____

Seller's Address: 10111 Inverness Main Street, Unit D, Englewood, CO 80112

Exhibit B

To that certain Residential Contract to Buy and Sell Real Estate dated October 25, 2023, the City of Black Hawk, Colorado as Buyer and Jeannie King as Seller, regarding the acquisition of any and all interest in the land described herein. To the extent these Additional Provisions conflict with, modify, or supplement other portions of the Contract, the provisions contained in these Additional Provisions shall govern and control the rights and obligations of the parties.

ADDITIONAL PROVISIONS (continued):

16.A. Broker Commission: N/A

16.B. Closing Costs:

16.C. Facsimile Signatures: Facsimile signatures are acceptable.

16.D. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which when taken together shall constitute one and the same Contract.

16.E. Notices: Any notice which a party desires or is required to give hereunder shall be in writing and shall be deemed given when delivered personally to each party, delivered by facsimile, or deposited in the United States mail, postage prepaid, either registered or certified, return receipt requested, to the parties at the following addresses:

Seller: Jennie King
10111 Inverness Main Street,
Unit D
Englewood, Colorado 80112

Buyer: The City of Black Hawk
Attn: Stephen N. Cole, City Manager
P.O. Box 68
201 Selak
Black Hawk, Colorado 80422

16.F. Next Business Day: In the event any date described herein for payment or performance of the provisions hereof falls on a Saturday, Sunday or legal holiday, the time for such payment or performance shall be extended to the next business day.

16.G. Entire Document: Seller and Buyer acknowledge that there are no statements, warranties, or representations between them that are not included in this agreement, and this agreement shall not be modified or changed in any manner, unless in writing, and executed by all the parties hereto.

16.H. Survival of Contract Provisions: To the extent that the provisions herein set forth require performance to be completed subsequent to the closing, such provisions shall survive the closing and be binding upon the parties hereto and shall not merge into the deed or deeds to be delivered in accordance with this Contract.

16.I. Hazardous Materials: Seller has not, to the best of Seller's knowledge, used hazardous materials (as defined hereinafter) on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and that, to the best of Seller's knowledge, no person or entity has used hazardous materials on, from, or affecting the property in any manner which violates federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials. Seller has never received any notice of any violations of federal, state, or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials, and, to the best of Seller's knowledge, there have been no actions commenced or threatened by any person or entity for noncompliance therewith.

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

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

SELLER:

Jeanie King

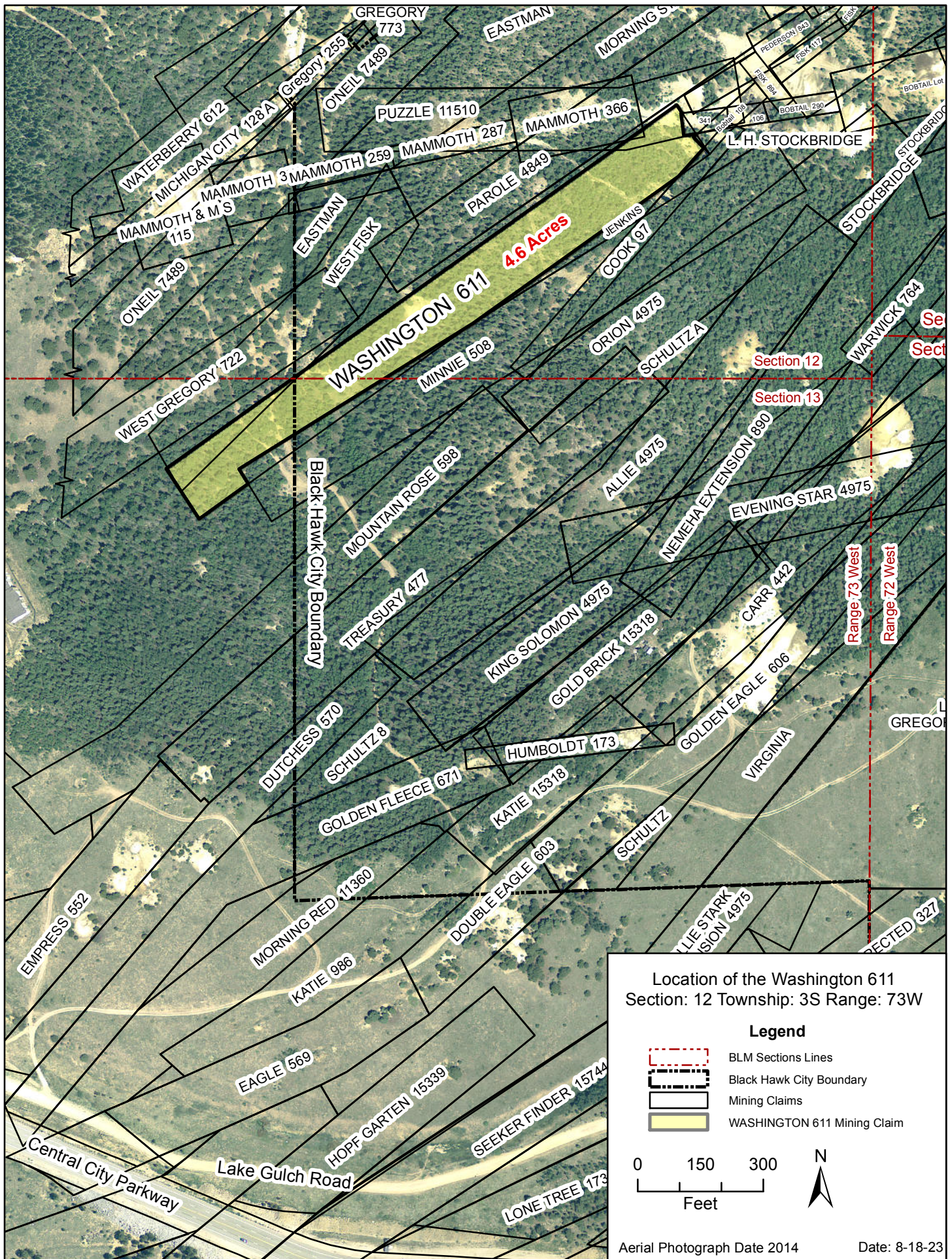
BUYER:

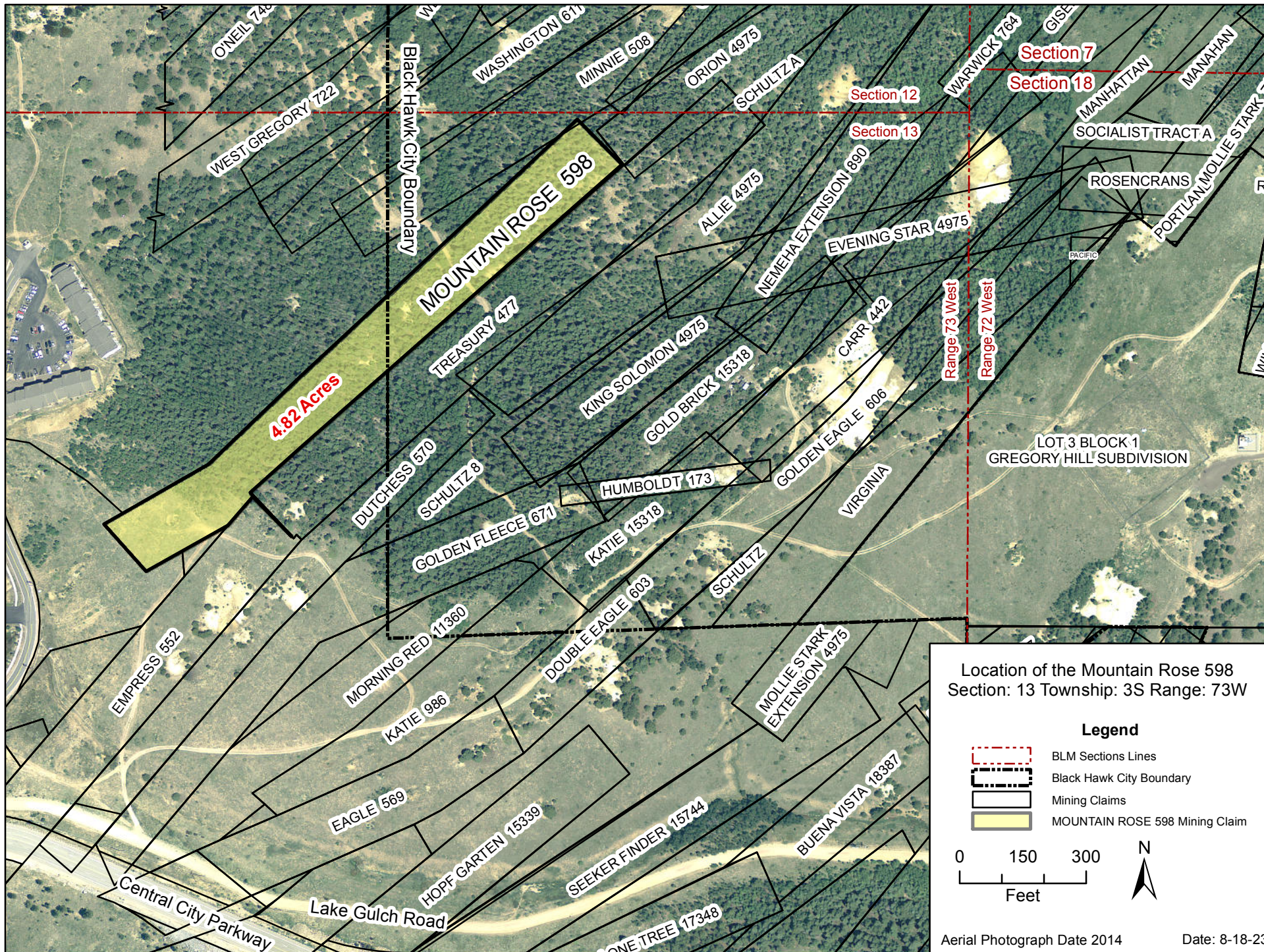
The City of Black Hawk, Colorado

Stephen N. Cole, City Manager

Attest: _____
Melissa A. Greiner, CMC, City Clerk

10/25/2023
Q: Washington 611, Mountain Rose 598, Jenkins





Location of the Mountain Rose 598
Section: 13 Township: 3S Range: 73W

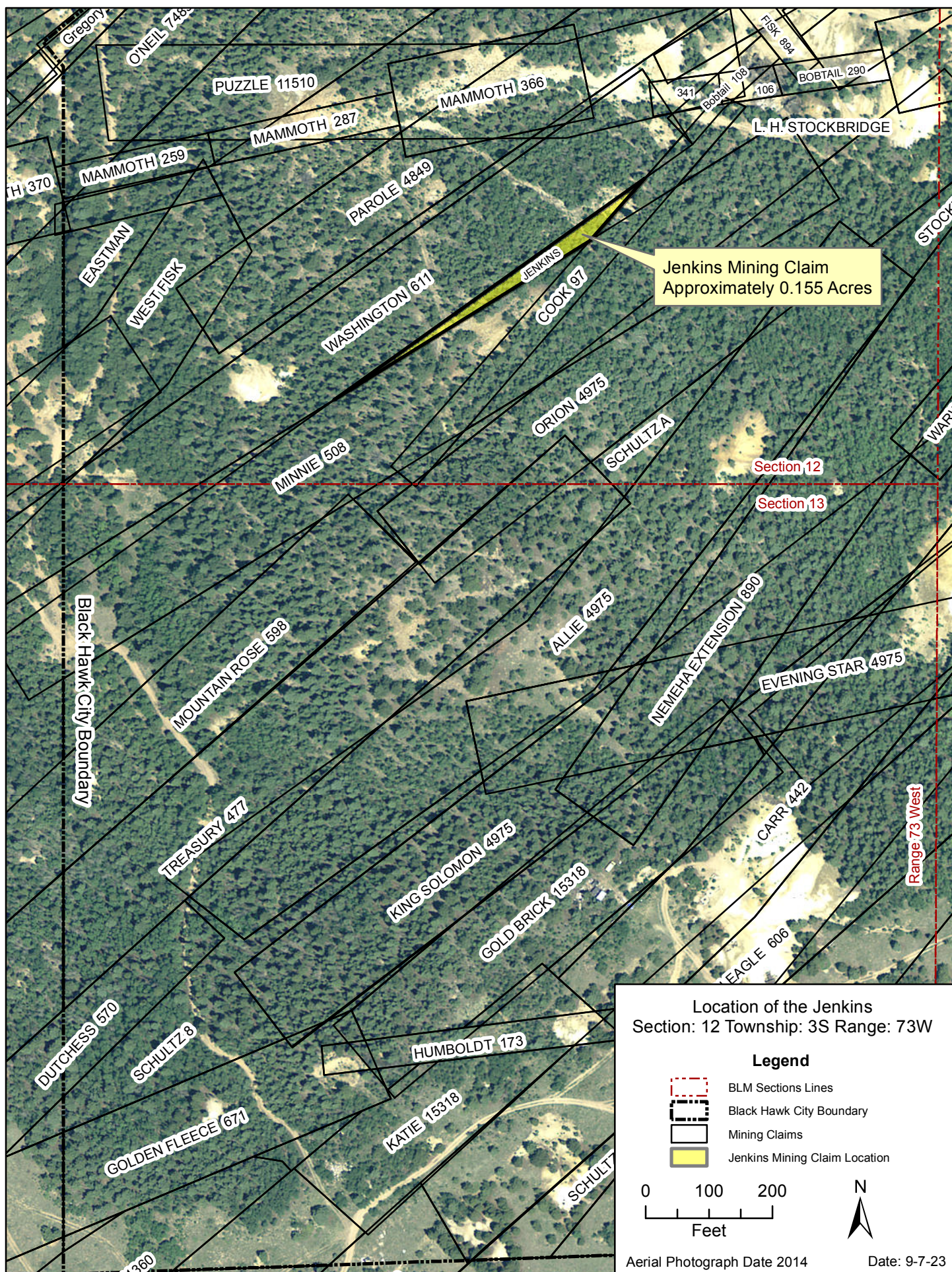
Legend

- BLM Sections Lines
- Black Hawk City Boundary
- Mining Claims
- MOUNTAIN ROSE 598 Mining Claim

0 150 300
Feet

N

Aerial Photograph Date 2014 Date: 8-18-23



RESOLUTION 81-2023
A RESOLUTION
APPROVING A CHANGE
ORDER TO THE
PROFESSIONAL
SERVICES AGREEMENT
WITH LRE WATER, INC.
IN THE AMOUNT NOT TO
EXCEED \$35,239.00

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

Resolution No. 81-2023

**TITLE: A RESOLUTION APPROVING A CHANGE ORDER TO THE
PROFESSIONAL SERVICES AGREEMENT WITH LRE WATER, INC. IN
THE AMOUNT NOT TO EXCEED \$35,239.00**

WHEREAS, the City previously entered into an Agreement with LRE Water, Inc. to provide professional services related to drilling a new well in or around the 4-Mile Gulch area; and

WHEREAS, a change order is required to include a property survey of the exact location of the well to determine the extent of grading that will be needed to facilitate the drilling, and to complete environmental studies showing the impact of the grading on jurisdictional wetlands.

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

Section 1. The City Council hereby approves a Change Order to the Professional Services Agreement with LRE Water, Inc., attached hereto as **Exhibit A**, in the amount not to exceed \$35,239.00, and the Mayor is authorized to execute the same on behalf of the City.

RESOLVED AND PASSED this 25th day of October, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Change Order for the contract between the City of Black Hawk and LRE Water Inc. for engineering services associated with drilling and constructing a raw water well in or around 4 Mile Gulch in the amount of \$35,239.00.

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

***MOTION TO APPROVE** Resolution 81-2023 a Resolution approving a Change Order to the Professional Services Agreement with LRE Water, Inc. in the amount not to exceed \$35,239.00.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In July of 2023 Council approved a Professional Service Agreement with LRE Water, Inc. for services related to a new well in the 4 Mile Gulch area. Services included recommending sites for a new raw water well, design, prepare contract documents for bidding, support during bidding.

Additional services covered under this Change Order include property survey in which the exact location can be used to determine the extent of grading that will be needed to facilitate the drilling. The change also includes environmental studies as the survey showed that the effects of the grading has the potential of disturbing jurisdictional wetlands. Once preliminary work is finalized, LRE will publically bid the actual drilling. Staff will come back to Council with a Change Order to perform that work.

AGENDA DATE: Oct 25, 2023

FUNDING SOURCE: 501-3151-460- 74 22

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement, resolution

RECORD [] Yes [] No

CoBH Certificate of Insurance Required [] Yes [] No

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

SUBMITTED BY:

Thomas Isbester, Public Works Director

REVIEWED BY:

Stephen N. Cole, City Manager

CHANGE ORDER NO. 1

CITY OF BLACK HAWK WATER SYSTEM IMPROVEMENTS

City of Black Hawk
987 Miners Mesa Road
Black Hawk, Colorado 80422
Phone: (303) 582-1324

Contractor Name LRE Water
Contractor Address 1221 Auraria Parkway
Contractor Address Denver CO 80204
Contractor Phone: 303.455.9589

PART 1 GENERAL

1.1 SCOPE

- A. This Change Order consists of 2 pages and the attachments detailed below:
 - 1. Scope of Work for additional services to include site survey that includes the priority of mining claims, topographic survey and an environmental assessment including wetland delineation near and in the well pad areas.

PART 2 CHANGES TO THE CONTRACT

2.1 CHANGE ORDER ITEM DESCRIPTIONS

- A. Additional land survey that verifies property owned by the City of Black Hawk through mining claims, and limit of work. Environmental assessment of those areas.

PART 3 CHANGES TO CONTRACT PRICE AND TIME

3.1 CONTRACT PRICE

- A. This Change Order supersedes the cost data in the attached cost proposals and is summarized as follows:

Cost Proposal Request #(No.1):	\$ 35,239.00
Total	<u>\$35,239.00</u>

B. The Contract Price is changed as follows:

Original Contract Price:	\$67,250.00
Change in Contract Price due to Previous Change Orders:	\$(0.00)
Contract Price Prior to this Change Order:	\$67,250.00
Change in Contract Price due to this Change Order:	<u>\$35,239.00</u>
Contract Price with All Approved Change Orders:	\$102,489.00

3.2 CONTRACT TIME

WORK TO BE COMPLETE BY OCTOBER 31, 2023

ACCEPTED BY OWNER

City of Black Hawk

By_____

Date_____

Title_____

ACCEPTED BY CONTRACTOR

Contractor Name

By_____

Date_____

Title_____

Upon execution of the Change Order by the Contractor, Contractor hereby certifies that Change Order No. [] is: Executed in good faith, supporting data are accurate and complete to the best of the Contractor's knowledge and belief and that the amount and time extension requested accurately reflects the contract adjustments for which Contractor believes Owner is liable

END OF SECTION

City of Black Hawk

Fourmile Gulch Well Drilling and Installation – Request for Additional Services

To: Mr. Brad Dallam PE, Water Resources Engineer, City of Black Hawk
From: Clinton Meyer, PG
Reviewed by: Justin Korkus, PE
Date: September 28, 2023
Project: Fourmile Gulch Water Well
Subject: Request for Additional Services – Survey and Environmental

LRE Water (LRE) is currently under contract to support the drilling and construction of a new potable water supply well located in Fourmile Gulch for the City of Black Hawk (City). During the initial site reconnaissance conducted by LRE for well pad siting and permitting, LRE identified additional items not included in the original scope of work that are recommended and necessary to move the project forward. The additional services requested include:

- **Surveying:**
 - **Mining claim survey** – This work has been completed by Baseline Engineering, Inc. for several City owned claims identified for potential well drilling pad locations. This survey was required to confirm the boundaries of the properties on the ground for future well siting purposes.
 - **Topographic survey** – A topographic survey is also recommended and required for the design and grading of the selected drilling pad. Baseline Engineering is proposed to perform this work.
- **Environmental:**
 - **Site survey (404 Permitting support)** – Due to the proximity of the intermittent or ephemeral stream channel next to the selected potential drilling locations, LRE recommends that an environmental survey (biological and cultural resources assessment) be completed to address any potential impacts and required set-backs from the stream for the project. The environmental site survey is necessary to collect the required field data for Pre-Construction Notification (PCN) under a Nationwide 404 permit that may be required during construction.

These additional tasks will be performed by subcontractors to LRE. Table 1 outlines the proposed requested cost increase from the original proposed budget. LRE Water has included the cost of our time to coordinate this work in Table 1. The proposed

subcontractors for this work were selected based on previous experience with the City, and our previous experience on similar projects with these firms. A revised task order to our existing contract with the City will be prepared upon your review and approval of the scope of work provided. LRE requests that the existing contract be extended to October 1, 2024.

Table 1. Proposed Additional Costs to Fourmile Gulch Approved Budget

Task No.	Task Name	Labor Hours	Labor Costs	Expenses	Subcontractor Cost	Total
9	Baseline Engineering - Mining claim and topographic surveying	20	\$3,875	\$0	\$12,958	\$16,833
10	Pinyon Environmental - Environmental survey	17	\$3,725	\$131	\$14,550	\$18,406
Totals		37	\$7,600	\$131	\$27,508	\$35,239

RESOLUTION 82-2023
A RESOLUTION
APPROVING AN
AGREEMENT WITH
LUMIN8
TRANSPORTATION
TECHNOLOGIES FOR
ANNUAL ON CALL
TRAFFIC SIGNAL
MAINTENANCE IN THE
AMOUNT NOT TO
EXCEED \$55,000.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 82-2023

**TITLE: A RESOLUTION APPROVING AN AGREEMENT WITH LUMIN8
TRANSPORTATION TECHNOLOGIES FOR ANNUAL ON CALL
TRAFFIC SIGNAL MAINTENANCE IN THE AMOUNT NOT TO
EXCEED \$55,000.00**

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

Section 1. The City Council hereby approves an Agreement with Lumin8
Transportation Technologies for the 2023 Annual On Call Traffic Signal Maintenance in the
amount not to exceed \$55,000.00, and the Mayor is authorized to execute the Agreement on behalf
of the City.

RESOLVED AND PASSED this 25th day of October, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 82-2023 a Resolution authorizing the Mayor to execute an annual on-call agreement for traffic signal maintenance with Lumin8 Transportation Technologies

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

MOTION TO APPROVE Resolution 82-2023, a Resolution Approving an Agreement with Lumin8 Transportation Technologies for Annual On-Call Traffic Signal Maintenance in the amount not to exceed \$55,000.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: This agreement was sent out at the end of last year. Lumin8 went through some reorganization and changed out some personnel. Attempts have been made all year long to get to the right person. In early October contact was finally made and the paperwork is now being followed up on. During this past year Lumin8 has still responded to all of our emergency signal issues.

AGENDA DATE: October 25, 2023

WORKSHOP DATE: Same

FUNDING SOURCE: 010-3101-431-3315 Signal Maint & Repair

DEPARTMENT DIRECTOR APPROVAL: ☒ Yes ☐ No

STAFF PERSON RESPONSIBLE: Tom Isbester

DOCUMENTS ATTACHED: Agreement

RECORD: ☐ Yes ☒ No

CoBH CERTIFICATE OF INSURANCE REQUIRED ☐ Yes ☐ No

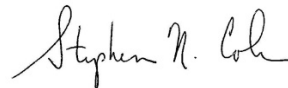
CITY ATTORNEY REVIEW: ☐ Yes ☐ N/A

SUBMITTED BY:



Thomas Isbester, Public Works Director

REVIEWED BY:



Stephen N. Cole, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Lumin8 Transportation Technologies hereinafter referred to as "Contractor").

RECITALS:

A. The City requires miscellaneous professional and technical services for the ongoing maintenance and repair of traffic signals, highway lights, and associated appurtenances on an annual, quarterly, and on-call basis throughout the year (the Project").

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

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, ongoing maintenance and repair of traffic signals, highway lights, and associated appurtenances for the Project.

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. Compensation shall be on a Time and Materials basis for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1** but not to exceed Fifty Five Thousand Dollars (\$55,000) unless an increase is approved. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by December 31, 2023.

VI. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VII. COMPLIANCE WITH LAW

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

VIII. INDEMNIFICATION

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

from the negligence of the Council members, officials, officers, directors, agents and employees.

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

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

IX. INSURANCE

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

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

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under the Agreement, and Employers Liability Insurance with minimum limits of six hundred thousand (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-

insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million five hundred thousand dollars (\$1,500,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million five hundred thousand dollars (\$1,500,000) general aggregate.

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

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

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

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. VENUE

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. NO WAIVER

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

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed

to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Melissa A. Greiner
City Clerk/Administrative Services Director

The Contractor:

Lumin8 Transportation Technologies
5920 Lamar Street
Arvada, CO 80003
Attn: Denise Sanchez
dsanchez@lumin8.com

XVI. ENTIRE AGREEMENT

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

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

CITY OF BLACK HAWK, COLORADO

By:

David D. Spellman, Mayor

ATTEST:

Michele G. Martin, CMC
Deputy City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Lumin8 Transportation Technologies

By:

[Signature]

Its:

VP of Operations

STATE OF COLORADO

)

) ss.

COUNTY OF Jefferson

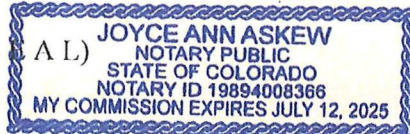
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The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16th day
of October, 2023, by
as the VP of Operations of
Garret Maover, Lumin8 Transportation Tech.

My commission expires:

7/12/2025

(S A L)



[Signature]
Notary Public

Exhibit A

Scope of Work

Traffic Signal Operations and Maintenance Services

Traffic Signals to be operated and maintained:

1. Gregory Street @ Main Street
 2. Richman Street @ Main Street
 3. Miners Road @ Main Street
-
1. Work includes all programming and operation of equipment associated with each traffic signal installation including but not limited to:
 - a. Intersection controller
 - b. Detection equipment
 - c. Conflict monitor
 - d. Communications equipment
 - e. Luminaires/signs
 2. On-going signal timing and coordination updates. Work will include coordination with CDOT Traffic signal management when necessary.
 3. Quarterly Preventative Maintenance (QPM) actions. The following tasks shall be completed once per calendar quarter:
 - a. Check for proper operation of controller/coordination by observing call/active display and front panel.
 - b. Check proper operation of conflict monitor by removal of single load switch and ensure flashing operation begins.
 - c. Check for proper detector operation on all actuated phases, including pedestrian push buttons.
 - d. Check all vehicle and pedestrian heads for proper alignment and secure mounting.
 - e. Check all regulatory, illuminated street name and pedestrian push button signs for proper alignment and secure mounting.
 - f. Check cabinet fan, air filter, fluorescent lights, door hinges, and base caulking.
 - g. Check condition and accessibility of each pull box.
 - h. Check condition of each signal pole, including the presence of all hand hole covers and pole top and end caps.

4. Annual Preventative Maintenance (APM) actions. The following tasks are to be performed once per year. These annual preventative maintenance tasks may be performed simultaneously with one of the quarterly inspections.
 - a. Voltage and current readings (24V dc, input line AC).
 - b. Vacuum cabinet internals
 - c. Change door air filter
 - d. Perform full diagnostic test of conflict monitor with automated test equipment
 - e. Clean each video detection camera lens
 - f. Check pole and mast arm for visible damage/cracking.
5. Any maintenance items identified in the quarterly or annual preventive maintenance actions will have a cost estimate for repair provided with the report so that the city can elect to complete the work.
6. Routine signal repairs. Repairs of minor malfunctions will be started within two working days' notice of any deficiency. Routine malfunctions typically would include but not be limited to:
 - a. Failed LED signal faces.
 - b. Detection equipment in failed "on" state.
 - c. Damaged or missing signal lens visors.
 - d. Burned out luminaire bulbs/failed photo cells.
7. Emergency response and repairs. Repairs to major malfunctions shall be started within 24 hours' notice of any deficiency. Major malfunctions typically would include but not be limited to:
 - a. Signal in flashing operation.
 - b. Signal dark with 110 signal faces illuminated, but power line available.
 - c. Detection equipment in failed "off" state.
 - d. Equipment on signal pole or mast arm in immediate danger of falling.
 - e. Signal poles or cabinets that have been damaged beyond use.
8. Construction management of any new signals or signal rebuilds, if said signal is identified in this Exhibit.
9. Routine equipment upgrades such as new versions of controller or detector firmware.

10. Perform locates of underground equipment including traffic signal conduits, power feeds, or communications infrastructure.

In addition – lighted street signs at the following intersections will be maintained:

1. Highway 119 (Black Hawk Boulevard) @ Gregory Street
2. Highway 119 (Black Hawk Boulevard) @ Richman Street
3. Highway 119 (Black Hawk Boulevard) @ Miners Road
4. Highway 119 (Black Hawk Boulevard) @ Main Street

Highway Light Maintenance and Repair Services

1. Eleven (11) Highway Lights identified as M-A through M-K located along Highway 119 east of Main Street shall be maintained and repaired.
 - a. Nine of the lights are double mast arm-median mounted with LED fixtures
 - b. Two are single mast arm-shoulder mounted with LED fixtures
 - c. All poles have breakaway bases
2. Work includes 24/7 emergency response to address knock downs. Work will consist of:
 - a. Securing all wiring, removing the pole and appurtenances from the roadway and hauling it to the City storage area on Miners Mesa.
 - b. Ordering replacement parts and reinstalling the pole including wiring and base repairs or replacements.
 - c. Securing the necessary permits for work within the CDOT right of way.
 - d. Repairs to any of the Highway lights including fixture replacements.

LUMIN8 T & M RATES - 10/12/2023**Labor Rates**

	Electrician	MH	\$85.00
	Equipment Operator	MH	\$65.00
	Foreman	MH	\$85.00
	Groundsman	MH	\$55.00
	Secretarial	MH	\$59.00
	Signal Tech I	MH	\$65.00
	Signal Tech II	MH	\$71.00
	Signal Tech III	MH	\$75.00
	Superintendent	MH	\$88.00
	Traffic Signal Installer	MH	\$85.00

Equipment Rates

	ARROW BORAD	HR	\$15.00
	AUGER TRUCK	HR	\$51.00
	BACKHOE	HR	\$33.00
	BOOM TRUCK	HR	\$64.50
	BUCKET TRUCK	HR	\$42.00
	COMPRESSOR	HR	\$14.00
	Dump Truck (Pick Up)	HR	\$32.00
	Dump Truck (10CY)	HR	\$75.75
	FIBER TRAILER	HR	\$24.00
	FIBER VAN	HR	\$33.00
	IMPACT TRUCK	HR	\$85.00
	SKID LOADER	HR	\$37.50
	LIGHT PLANT	HR	\$22.00
	LOOP VAN	HR	\$57.00
	MAINTENANCE VAN	HR	\$33.00
	POLE DOLLY	HR	\$24.00
	Potholing Machine	HR	\$30.00
	Pressure Digger	HR	\$75.75
	PICK-UP/CREW TRUCK	HR	\$32.00
	TRACTOR/TRAILER	HR	\$85.00
	TRACKHOE	HR	\$59.00
	ROCK WHEEL; 4" TRENCH	HR	\$24.50
	VAC TRUCK	HR	\$425.00
	WACKER	HR	\$10.50

	WIRE PULL TRAILER	HR	\$5.50
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Material Rates

Cost + 15%