



REGULAR MEETING AGENDA

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

June 28, 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: June 14, 2023

7. PUBLIC HEARINGS:

- A. CB21, An Ordinance Approving the Water Storage Agreement Between the City of Black Hawk and the City of Golden

8. ACTION ITEMS:

- A. Resolution 56-2023, A Resolution Approving the Purchase of a Police Dispatch Computer System and Radio System, a Tower Microwave, and Specialized Furniture in Conjunction with the 2023 Police Department Remodel Project
- B. Resolution 57-2023, A Resolution Approving an Agreement with Merrick & Company for Engineering Services for the Elkhorn Tank Substitute Siting Evaluation Project in the Amount Not To Exceed \$72,290.00
- C. Resolution 58-2023, A Resolution Approving an Agreement with Andraos Construction LLC for the 2023 Concrete Replacement Project in the Amount Not To Exceed \$420,000.00

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**

June 14, 2023

MEETING MINUTES

Black Hawk resident, Sean Conway, 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, June 14, 2023 at 3:00 p.m.

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

Staff Present: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Fire Chief Woolley, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Maintenance Services Manager Jackson, City Engineer Reed, Water Resource Engineer Dallam, Community Planning & Development Director Linker, Development Services Coordinator Richards, and Baseline Engineering Consultants Harris, and Rivas.

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

3. **AGENDA CHANGES:** City Clerk Greiner confirmed that there were no agenda changes. Mayor Spellman stated that he would group the Proximo items together during the meeting.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to disclose 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 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. PUBLIC COMMENT: Black Hawk resident, 151 Marchant, Sean Conway, thanked Council for the outstanding job they are doing to make Black Hawk a premier destination to recreate in Colorado.

6. APPROVAL OF
MINUTES: May 24, 2023

**MOTION TO
APPROVE**

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

MOTION PASSED

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

7. PUBLIC HEARINGS:

A. Resolution 49-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 19.

B. Resolution 50-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 20

C. Resolution 51-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 21 and 22

Mayor Spellman stated he would open a Public Hearing on items 7A – 7F, Resolutions 49-2023, 50-2023, 51-2023, and CB13, CB14, CB15, then call for one motion for items 7A – 7C, and individual motions for items 7D – 7F.

Baseline Engineering Consultant Harris thanked surveyor Doug Lancaster and Ethan Watel with Baseline for all the work they did on the Proximo annexations, then introduced these items making certain findings of facts regarding the proposed Annexation of parcels of unincorporated territory located in the County of Gilpin (Lake Gulch Whiskey Resort Annexation Numbers 19, 20, 21, and 22); associated with the Ordinance approving and accomplishing the Annexation of a parcel of Lake Gulch Whiskey Resort Annexation Numbers 19, 20, 21, 22

Staff recommended approval of each annexation.

Harmon Zuckerman (Frascona, Joiner, Goodman, and Greenstein, P.C., 4750 Table Mesa Drive, Boulder, CO) representative for the co-

petitioner, Proximo Spirits, addressed Council and asked if anyone had any questions, to which there were none.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on items 7A – 7F, Resolutions 49-2023, 50-2023, 51-2023, CB13, CB14, CB15 and invited anyone wanting to address the Board either “for” or “against” the proposed Resolution to come forward.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 49-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 19; Resolution 50-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 20; Resolution 51-2023, A Resolution Making Certain Findings of Fact Regarding the Proposed Annexation of a Parcel of Land to the City of Black Hawk, Colorado, Known as the Lake Gulch Whiskey Resort Annexation No. 21 and 22.

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

D. CB13, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 19, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation

Mayor Spellman called for a motion on CB 13.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Midcap to approve CB13, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 19, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

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

E. CB14, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 20, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation

Mayor Spellman called for a motion on CB 14.

**MOTION TO
APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Johnson to approve CB14 A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel No. 20, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

MOTION PASSED

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

F. CB15, A Bill for an Ordinance Approving and Accomplishing the Annexation of Parcel Numbers 21 and 22, Consisting of Contiguous Unincorporated Territory in Gilpin County Also Known as a Portion of the Lake Gulch Whiskey Resort Annexation

Mayor Spellman called for a motion on CB15.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Armbright to approve CB15, an Ordinance Approving and Accomplishing the Annexation of Parcel Nunmbers 21 and 22, Consisting of Contiguous Unincorporated Territory in Gilpin County also Known as a Portion of the Lake Gulch Whiskey Resort Annexation.

MOTION PASSED

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

Mayor Spellman jumped ahead on the agenda to item 7I, CB18

I. CB18, A Bill for an Ordinance Zoning Certain Property Within the City of Black Hawk Known as the Lake Gulch Whiskey Resort Annexations 19 Through 22 to Commercial/Business Services (C/BS) Zoning District

Mayor Spellman opened the public hearing.

Baseline Engineering Consultant Harris explained the City of Black Hawk and Proximo Distillers, LLC, are the sole owners of parcels located near and throughout the Lake Gulch Whiskey Resort Annexation area which was annexed to the City in 2020 and 2021. This new set of properties is proposed to be annexed into the City of Black Hawk by ordinance at the June 14, 2023 City Council meeting.

Per the City of Black Hawk City Charter and Municipal Code, when land is annexed into the City, it must be subsequently zoned as well. Approximately 11.19 acres are planned to be annexed through the Lake Gulch Whiskey Resort Annexations 19-22 (see separate staff report).

Per discussion with other City Staff, it is recommended that the property be zoned into the Commercial/Business Services (C/BS) zoning district.

All of the property being annexed is adjacent to other property zoned /CBS.

The purposed of the C/BS zoning district is to encourage a broad range of commercial services for visitors and residents, which are conveniently accessible by automobile, and which are designed to complement each other in character, scale and proximity. The permitted uses in the district include retail and services, automobile service stations, lodging accommodations, restaurants, indoor recreation and amusement, bars and lounges, offices, parks and common areas, area-wide transportation facilities, parking, public facilities, indoor and outdoor event centers, mini-warehouses and storage facilities, and distilleries.

The C/BS zoning district is the underlying zone district at the other Lake Gulch Whiskey Resort properties.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB18, A Bill for an Ordinance Zoning Certain Property Within the City of Black Hawk Known as the Lake Gulch Whiskey Resort Annexations 19 Through 22 to Commercial/Business Services (C/BS) Zoning District.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed and called for a motion to approve.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve CB18, A Bill for an Ordinance Zoning Certain Property Within the City of Black Hawk Known as the Lake Gulch Whiskey Resort Annexations 19 Through 22 to Commercial/Business Services (C/BS) Zoning District.

MOTION PASSED

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

Mr. Zuckerman noted that they had now completed three annexations in the City of Black Hawk and that he wanted to remind the “Alderfolk” of what a professional staff this big/little mountain town has, and that they punch way their weight. Mr. Zuckman works with municipalities across Colorado and Black Hawk’s staff, City Attorney, and consultants are among the best in the State.

G. CB16, A Bill for an Ordinance Approving and Accomplishing the Annexation of Certain Unincorporated Properties Completely Surrounded By and Within the Boundaries of the City of Black Hawk Identified as Quartz Valley/Maryland Mountain – 2023 Annexation Numbers 1-3

H. CB17, A Bill for an Ordinance Approving and Accomplishing the Annexation of Certain Contiguous Unincorporated Municipally-Owned Properties Identified as Quartz Valley/Maryland Mountain – 2023 Annexation Numbers 4 and 5

Mayor Spellman opened the public hearing for items CB16 and CB17.

Baseline Engineering Consultants Harris (thanking Consultant Rivas for her work on the annexations) and Rivas explained the City is initiating annexation proceedings on the additional parcels in unincorporated Gilpin County to “fill in the gaps.” These proposed annexations are comprised entirely of enclaves unincorporated Gilpin County: Government Lot 14 and Government Lot 15, Section 12, Township 3 South, Range 73 West, 6th P.M. (collectively **Annexation No. 1**); Government Lot 12, Government Lot 13, and Government Lot 16, Section 12, Township 3 South, Range 73 West, 6th P.M. (collectively **Annexation No. 2**); and Government Lot 22, Section 12, Township 3 South, Range 73 West, 6th P.M. (collectively **Annexation No. 3**).

All areas considered to be annexed are owned by the United States Bureau of Land Management (BLM) and cover approximately 2.93 acres (total) of land on Maryland Mountain. Each of the annexations is within the agreed upon Growth Area Boundary per the 2020 Amended and Restated Intergovernmental Agreement (IGA) with Central City.

Staff recommended approval of CB 16 and CB 17.

City Attorney Hoffmann offer a clarification that there were no petitions for Annexations 1-5 – to the extent it is municipally owned land the City can annex the land without a petition and to the extent the property is completely surrounded (CB16) for three years the City is authorized to annex without petitions (may not be voluntary).

Alderman Midcap asked if this takes care of all property on Maryland Mountain. Consultant Harris stated that there would be more annexations forthcoming.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB 16 and CB 17, A Bill for An Ordinance Approving and Accomplishing the Annexation of Certain Unincorporated Properties Completely Surrounded By and Within the Boundaries of the City of Black Hawk Identified as Quartz Valley/Maryland Mountain – 2033 Annexations Numbers 1-3.

No one wished to speak, and Mayor Spellman declared the Public Hearing closed and called for a motion on CB16.

MOTION TO APPROVE

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve CB 16, A Bill for An Ordinance Approving and Accomplishing the Annexation of Certain Unincorporated Properties Completely Surrounded By and Within the Boundaries of the City of Black Hawk Identified as Quartz Valley/Maryland Mountain – 2033 Annexations Numbers 1-3.

MOTION PASSED

There was no discussion, and the motion **PASSED** unanimously. No one wished to speak, and Mayor Spellman declared the Public Hearing closed and called for a motion on CB17.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Torres to approve CB17, A Bill for an Ordinance Approving and Accomplishing the Annexation of Certain Contiguous Unincorporated Municipally-Owned Properties Identified as Quartz Valley/Maryland Mountain – 2023 Annexation Numbers 4 and 5.

MOTION PASSED

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

J. CB19, A Bill for an Ordinance Zoning Certain City Owned-Properties Known as the Quartz Valley/Maryland Mountain – 2023 Annexations 1 through 5 to the History Appreciation Recreation Destination (HARD) Zone District

Mayor Spellman opened the public hearing.

Baseline Engineering Consultant Rivas explained the City of Black Hawk is the sole owner of parcels located near and throughout the Quartz Valley/ Maryland Mountain Annexation area that was annexed to the City in 2013 and 2015, and this new set of properties is proposed to be annexed into the City of Black Hawk by ordinance at today's City Council meeting.

Per the City of Black Hawk City Charter and Municipal Code, when land is annexed into the City, it must be subsequently zoned as well. Approximately 12.15 acres are planned to be annexed through the Quartz Valley/Maryland Mountain - 2023 Annexations 1 through 5 (see separate staff reports).

Per discussion with other City Staff, it is recommended that the property be zoned into the History Appreciation Recreation Destination (HARD) zoning district. All of the property being annexed is adjacent to other city owned property zoned HARD.

The HARD zoning district is for land that is owned by the City for a public use. The permitted uses in the district include public office buildings, public parking lots, nature center/picnic area/trailhead, trails (hard or soft surface), water storage facilities, including reservoirs allowing for passive and active recreation, and public pedestrian malls, including retail facilities on said malls, regardless of whether such facilities are publicly owned so long as they are dedicated to a public use.

Mayor Spellman asked Council if there were any questions for Mr. Zuckerman, and there were none.

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB 19, A Bill for an Ordinance Zoning Certain City Owned-Properties Known as the Quartz Valley/Maryland Mountain – 2023 Annexations 1 through 5 to the History Appreciation Recreation Destination (HARD) Zone District

No one wished to speak, and Mayor Spellman declared the Public Hearing closed and called for a motion on CB19.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve CB 19, A Bill for an Ordinance Zoning Certain City Owned-Properties Known as the Quartz Valley/Maryland Mountain – 2023 Annexations 1 through 5 to the History Appreciation Recreation Destination (HARD) Zone District.

MOTION PASSED

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

K. CB20, A Bill for an Ordinance Rezoning Certain Properties Known as Lots 6-12, Block 42 Within the City of Black Hawk to the History Appreciation Recreation Destination (HARD Zone District

Mayor Spellman read the title and opened the public hearing.

Baseline Engineering Consultant Rivas explained The City of Black Hawk submitted an application to rezone multiple lots within the city limits, south of Gregory Point. The lots included in the rezoning request are Lots 6-12, Block 42, in the original City of Black Hawk Subdivision. The purpose of the rezone application is to designate the properties with a zoning district that is more appropriate to each of their intended uses, and for consistency in zoning with adjacent properties. The seven (7) lots included in the rezone application are currently zone Historic Residential (HR), and are proposed to be zoned History Appreciation Recreation Destination (HARD).

PUBLIC HEARING: Mayor Spellman declared a Public Hearing on CB 20, A Bill for an Ordinance Rezoning Certain Properties Known as Lots 6-12, Block 42 Within the City of Black Hawk to the History Appreciation Recreation Destination (HARD Zone District

No one wished to speak, and Mayor Spellman declared the Public Hearing closed and called for a motion on CB20.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to **approve CB20, A Bill for an Ordinance Rezoning Certain Properties Known as Lots 6-12, Block 42 Within the City of**

**Black Hawk to the History Appreciation Recreation Destination
(HARD Zone District.**

MOTION PASSED

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

8. ACTION ITEMS:

A. Resolution 52-2023, A Resolution Approving a Temporary Construction Easement Between the City of Black Hawk and Larry Linker Associated with the Construction at 311 Chase Street

Mayor Spellman read the title.

Development Services Coordinator Richards introduced this item. The applicant, Larry Linker, requests a Temporary Construction Easement from the City of Black Hawk to stockpile materials while constructing a new 3-car garage at 311 Chase Street. The property owner plans to utilize the dirt and rock material stored on the City lots in the project. Upon project completion, the property owner will remove any remaining material from the City lots. Staff recommends approval of Resolution 52-2023 as proposed.

**MOTION TO
APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 52-2023, A Resolution Approving a Temporary Construction Easement Between the City and Larry Linker Associated with the Construction at 311 Chase Street.

MOTION PASSED

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

B. Resolution 53-2023, A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Renovations to the City of Black Hawk City Hall Located at 201 Selak Street

Mayor Spellman read the title.

Alderman Armbright noted the excellent job the Mayor and Ms. Hailey did in detailing the entire history of the Black Hawk City Hall, and she hope everyone reads the information.

Development Services Coordinator Richards said the applicant, City of Black Hawk (City), requests a Certificate of Appropriateness for exterior renovations to the property at 201 Selak Street, known as the Black Hawk City Hall. This property is zoned Historic Appreciation Preservation (HAP). The Black Hawk City Hall was listed as a Black Hawk Local Landmark in 2017. The COA will allow for a copper gutter to be added

to the building per the design plans. The Historic Preservation Commission has approved the COA and make the recommendation to City Council for the conditional approval of the COA.

The conditions for approval are 1) the work proposed will match the design plans as submitted, and 2) the COA is valid for 180 days. Staff recommends conditional approval of Resolution 53-2023.

Mayor Spellman called for a motion to approved Resolution 53-2023.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 53-2023, A Resolution Conditionally Approving a Certificate of Appropriateness for the Exterior Renovations to the City of Black Hawk City Hall Located at 201 Selak Street.

MOTION PASSED

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

C. Resolution 54-2023, A Resolution Approving the Contract Between the City of Black Hawk and LRE Water in the Amount not to Exceed \$67,250 for Engineering Services Pertaining to the Drilling of a Water Well in or Around 4-Mile Gulch

Mayor Spellman read the title.

Water Resource Engineer Dallam introduced this item. Four Mile Gulch is a significant source of water for the City of Black Hawk. LRE have reviewed options for opportunity to expand the City raw water supply, and have found a couple of locations that are legally and hydrologically potentially viable. The 4-Mile basin is close to being fully developed, and opportunities may be lost with future residential development. To that end, LRE has provided a proposal for engineering services associated with developing one (if successful) or two (if needed) wells for additional water. The work is not budgeted for this fiscal year, but it is believed that time is of the essence with the ongoing development.

Alderman Midcap asked how deep the well would be. Water Resource Engineer Dallam said that financially, the City was prepared to go 500 feet. Mayor Spellman noted this would be the last well the City would be able to drill in the area because of development in the area and we must be 600 feet away from any other well. Mayor Spellman also stated while these wells do not yield a lot, every little bit helps and this will be our last well on Dory Hill. Staff recommends approval of Resolution 54-2023.

Mayor Spellman called for a motion to approve Resolution 54-2023.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 54-2023, A Resolution Approving the Contract Between the City of Black Hawk and LRE Water in the Amount not to Exceed \$67,250 for Engineering Services Pertaining to the Drilling of a Water Well in or Around 4-Mile Gulch.

MOTION PASSED

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

D. Resolution 55-2023, A Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023 Between the City of Black Hawk and MW Golden Constructors, Establishing the Guaranteed Maximum Price (GMP) of \$1,057,561 for Construction of the Police Station Renovation Project

Mayor Spellman read the title.

City Engineer Reed introduced this item stating this is the full construction price for renovation the police station. The first level of the Police Station contains several inefficient and wasted spaces and the Dispatch area is due for an upgrade. The Police Station Renovation project would renovate most of the lower-level of the Police Station, including Dispatch, Records, the restroom, and the prisoner holding cell. It would add a centrally-located kitchenette for Staff's convenience. A raised access floor would be added in Dispatch to allow easy access to the multitude of cables necessary for Dispatch equipment. Security measures will be included with this project to enhance Staff safety. It does not include dispatch electronics or specialized furniture.

Approval of this Amendment would establish the GMP for construction of the Police Station Renovation project and authorize construction to begin. Construction will begin June 26th and run for sixteen weeks. If all goes well it the renovation will be completed in October.

The original General Contractor Agreement with MW Golden Constructors was approved by City Council on April 12, 2023.

Alderman Midcap asked how close was the bid to the original budget. City Engineer Reed stated it was way off. \$750,000 was budgeted for the project. Mayor Spellman stated that we were 20 - 25% over budget.

Mayor Spellman added that the generous budget for the project was established well over a year ago based on the increased cost of the 221 Gregory Street renovation over the original budget, which was based (and subsequently increased) on the construction of the Gregory Street Plaza project. The cost of current capital expenditure items are becoming horrendous costs even though we are

experiencing record revenue, at least on the capital expenditure projects we are not keeping pace at all. Something is broken in our society. Mayor Spellman went on to say that the problem comes right out of Washington D.C. who continues to print money, spend money, and hand money out. The consequences of this action will soon come home to roost. It will be very difficult to move forward with projects like the Copper Kitchen with costs as they are today. The old adage, that someday it will take a wheel-borrow full of money to buy a loaf of bread but we are to the point that it takes a dump-truck full of money to complete a Public Works project, and Mayor Spellman believes it is a shame. There is something terribly out-of-whack and terribly broken in our county. Something has to give, and we are in for hard time. The Mayor stated that he hates to think the only thing that is transitory now is revenue and we may see a decline in revenue, which will only exacerbate the problem. While this project needs to be approved, we will not move forward with the other CIPs. The Mayor gave the example of the Monarch Casino, which was built for \$250 - \$300 million when it was built. The same project, if bid today at \$350 - \$500, they would not pull the trigger on the project, even with the record revenue they are receiving. Something is terribly wrong and there needs to be a correction. Alderman Midcap concurred citing current high interest rates.

Mayor Spellman restated that the egregious monetary and fiscal policies out of Washington D.C. is alarming.

The Mayor called for a motion to approve Resolution 55-2023.

**MOTION TO
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 55-2023, A Resolution Approving Amendment No. 1 to the General Contractor Agreement Executed on April 12, 2023 Between the City of Black Hawk and MW Golden Constructors, Establishing the Guaranteed Maximum Price (GMP) of \$1,057,561 for Construction of the Police Station Renovation Project.

MOTION PASSED

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

9. CITY MANAGER
REPORT:

City Manager Cole had nothing to report.

10. CITY ATTORNEY
REPORT:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE
SESSION:

City Attorney Hoffmann recommended a brief Executive Session with for #2 and #5. The specific legal issues are regarding potential litigation and the items subject to negotiation relate to Gregory Hill and the Proximo Distillery.

**MOTION TO
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:25 p.m.

MOTION PASSED

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

Mayor Spellman added that Black Hawk is not the only agency that is experiencing record high cost for construction, that the BH/CC Sanitation District is also experiencing high bids. So, it is not just the Black Hawk “gouge factor.”

**MOTION TO
RECONVENE THE
REGULAR OPEN
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to reconvene into the regular open session at 4:02 p.m.

Mayor Spellman announced that Council was back in regular, open session and for one brief motion.

**MOTION TO
APPROVE**

Alderman Moates **MOVED** and Alderman Johnson **SECONDED** a motion for approval of the Addendum to the Trade Contractor Agreement for the Miners Mesa Road Roundabout Project between JBS Pipeline Agreement and the City of Black Hawk.

MOTION PASSED

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

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council adjourned at 4:05 p.m.

Melissa A. Greiner, CMC
City Clerk

David D. Spellman
Mayor

**COUNCIL BILL 21
ORDINANCE 2023-21
AN ORDINANCE
APPROVING THE WATER
STORAGE AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE
CITY OF GOLDEN**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 21

ORDINANCE NUMBER: 2023-21

**TITLE: AN ORDINANCE APPROVING THE WATER STORAGE AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF
GOLDEN**

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

Section 1. The City of Black Hawk hereby approves the Water Storage Agreement between the City of Black Hawk and the City of Golden, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City of Black Hawk.

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

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

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

READ, PASSED AND ORDERED POSTED this 28th day of June, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Council Bill 21, an Ordinance approving the Water Storage Agreement with the City of Golden.

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

MOTION TO APPROVE Council Bill 21-2023, an Ordinance approving the Water Storage Agreement between the City of Black Hawk and the City of Golden.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In February of this year, Council approved an Ordinance that authorized the City to enter into an agreement with the City of Golden for storage of Black Hawk water in Guanella Reservoir, a facility owned by the City of Golden. Subsequent to Council approval, the City of Golden changed City Attorneys and modified the terms of the agreement, specifically dates associated with Black Hawks removal of water and length of the agreement (1 year to 3 years). Staff has contacted Water Counsel and his opinion is that the changes are acceptable to the City of Black Hawk. The agreement allows up to 100 Acre Feet of storage with the compensation to Golden in the amount of 50% of the water stored. The alternative is to let the water go down stream and get no benefit of the water.

AGENDA DATE: June 28, 2023

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement

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

WATER STORAGE AGREEMENT

This AGREEMENT dated this ____ Day of ____, 2023, is entered into between the City of Golden, a Colorado municipal corporation ("Golden") and the City of Black Hawk, a Colorado municipal corporation ("Black Hawk").

Recitals

WHEREAS, C.R.S. § 29-1-201, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the purpose of Part 2 of Article I of Title 29, C.R.S., is to implement the aforesaid provisions of the Colorado Constitution and authorize the Parties to enter into intergovernmental agreements; and

WHEREAS, C.R.S. § 29-1-203(I) provides, inter alia, that governmental units may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the contracting units;

WHEREAS, Black Hawk and Golden entered into an Assignment and Water Delivery Agreement dated June 7, 2007, pursuant to which Black Hawk is entitled to delivery from Golden of 100 acre-feet of fully consumable water during the delivery season between June 1 and October 31 of each year subject to the terms of said agreement (the "Golden Delivery"), which is separate from Golden's delivery of another 25 acre-feet of fully consumable water to Black Hawk between June 1 and August 31 that Black Hawk must use to satisfy obligations it owes to the Town of Georgetown; and

WHEREAS, Golden owns and controls a reservoir known as Guanella Reservoir, an off-channel reservoir located adjacent to the West Fork of Clear Creek in Sections 29 and 30, Township 3 South, Range 74 West of the 6th P.M., in Clear Creek County, Colorado; and

WHEREAS, this Agreement is intended to authorize Black Hawk to store up to 100 acre-feet of the Golden Delivery in Guanella Reservoir during 2023, 2024, and 2025 subject to the limitations herein; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Black Hawk shall be entitled to store in Guanella Reservoir during each annual delivery season up to 100 acre-feet of the Golden Delivery. Depending on the source of the water delivered by Golden to Black Hawk, such storage may be by diversion of water into storage from the West Fork of Clear Creek, by exchange from Clear Creek, and/or by book-over of Golden's water previously stored in Guanella Reservoir.
2. Any water stored by Black Hawk in Guanella Reservoir pursuant to this Agreement shall be owned by Black Hawk and Golden on a 50%/50% basis.

3. Black Hawk will be charged pro rata with evaporation loss on its stored water at the same rate as applied to other waters stored in Guanella Reservoir, which will reduce Black Hawk's storage account under this Agreement.
4. Any water stored by Black Hawk in Guanella Reservoir under this Agreement after evaporation loss is assessed and that is owned by Black Hawk, shall be removed from storage on or before May 31 of the year following its storage. Black Hawk will coordinate with Golden on the timing and rate of release it desires for such water in a manner consistent with Golden's operations of Guanella Reservoir. Any water owned by Black Hawk pursuant to this agreement and remaining in storage in Guanella after May 31 of the year following its storage, may be released by Golden or may be booked over into Golden's storage accounts at Golden's sole discretion.
5. Golden and Black Hawk shall provide each other with all necessary accounting information relating to water stored by Black Hawk hereunder and, to the extent necessary, shall provide said information to the Division Engineer and/or Water Commissioner. To the extent any approvals are necessary in implementing this Agreement, those shall be Black Hawk's exclusive responsibility.
6. The term of this Agreement shall commence on the date of mutual execution and terminate on June 1, 2026. This Agreement may be renewed annually thereafter, upon mutual written agreement of the Parties prior to June 1 of the year of renewal.
7. Black Hawk acknowledges that this Agreement provides for storage of raw water only. Neither party makes representations with respect to the quality of water diverted into or stored in Guanella Reservoir, or released therefrom, nor assumes responsibility therefor.
8. Nothing herein modifies any of the obligations of Golden and Black Hawk as set forth in the Assignment and Water Delivery Agreement dated June 7, 2007, except as may be expressly modified herein by allowing storage of up to 100 AF of the Golden Delivery in Guanella Reservoir and the subsequent release of a portion thereof.
9. Notice: Any required notice, demand, or conveyance of information shall be sent via U.S. mail or fax, or telephone call and subsequent mailing or fax to:

Golden:

Director of Public Works
City of Golden
1445 Tenth Street
Golden, CO 80401
Fax: 303.384.8161

Black Hawk:

Director of Public Works
City of Black Hawk
P.O. Box 68
987 Miners Road
Black Hawk, CO 80422
Fax: 303.582.225

With copy to:

Steve Bushong
Bushong & Holleman PC 1525 Spruce Street,
Suite 200
Boulder, Colorado 80302
Fax: 800-803-6648

With copy to:

David L. Kueter Holsinger Law, LLC
1800 Glenarm Place
Suite 500
Denver, CO 80202
Fax: 303 496-1025

The above individuals and addresses may be modified at any time by written notice.

10. Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the parties. This Agreement may be altered, amended or revoked only by an instrument in writing signed by both parties.
11. Assignment. This Agreement, and the rights, interests and obligations hereunder, may not be assigned by Black Hawk without Golden's prior written consent.
12. Indemnification. To the extent permitted by law, Black Hawk agrees to indemnify, defend and hold harmless Golden and its agents from and against all claims, causes of action, costs, expenses, judgments, damages and any other liabilities of any kind arising out of this Agreement and/or arising out of Black Hawk's storage and subsequent use of water in Guanella Reservoir pursuant to this Agreement.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

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

CITY OF GOLDEN, a Colorado Municipal Corporation

By: _____
Laura Weinberg, Mayor

Date: _____

ATTEST:

Monica Mendoza, City Clerk

CITY OF BLACK HAWK

By: _____
David D. Spellman, Mayor

Date: _____

ATTEST:

Melissa A. Greiner, City Clerk

RESOLUTION 56-2023
A RESOLUTION
APPROVING THE
PURCHASE OF A POLICE
DISPATCH COMPUTER
SYSTEM AND RADIO
SYSTEM, A TOWER
MICROWAVE, AND
SPECIALIZED FURNITURE
IN CONJUNCTION WITH
THE 2023 POLICE
DEPARTMENT REMODEL
PROJECT

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

Resolution No. 56-2023

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF A POLICE
DISPATCH COMPUTER SYSTEM AND RADIO SYSTEM, A TOWER
MICROWAVE, AND SPECIALIZED FURNITURE IN CONJUNCTION
WITH THE 2023 POLICE DEPARTMENT REMODEL PROJECT**

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

Section 1. The City Council hereby approves the following purchases, and authorizes
the Mayor to execute the necessary documents as part of the 2023 Police Department Remodel
Project:

- A. Police Dispatch Computer System and Radio System in the total amount of \$230,041;
- B. Tower Microwave in the total amount of \$86,275.94; and
- C. Specialized furniture in the amount of \$74,116.58.

RESOLVED AND PASSED this 28th day of June, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT:

PD is requesting the approval to purchase Police Dispatch Computer Systems, Radio systems, a Tower Microwave, and specialized furniture for the 2023 PD remodel project. This includes items discussed during the PD Budget (2023) for a remodel.

Items:

- Black Hawk PD Microwave required for radio functionality. (Tower/Radio Connections). Our current microwave is outdated and no longer considered reliable.

Part Number	Description
Configuration - Enhanced; 11 GHz - Band 1; ; 1+1; 2ft.	
T562RH11B01S0.11	Harmony Enhanced 11 GHz Band 1 TxH
T562RL11B01S0.11	Harmony Enhanced 11 GHz Band 1 TxL
T561CBGD06.03	3m Grounding Cable
T555PIDO.02	Dual port outdoor DC power injector
T556IU11.11	11 GHz Power Split Radio Mount (PSRM)
T559CBOD.1M5	ODU to ODU interconnection cable, 1.5m
T561CBETPRE.30	Pre-assembled 30m Outdoor Ethernet cable; RJ45
T556A11T.06	2' / 60cm, 11 GHz Antenna, Clip-Mount (RFE Antenna)
T562WTI24HENC3Y	(Optional) 3 Year Harmony Enhanced Global 24x7 Support - Incl. Warranty - Purchased in First year
T562LKFEHSB.00	Diversity Support (Includes HSB, SD, and FD) RLK
	Note: RFE antenna lead times are 2-4 weeks, Commscope is 8-10 Weeks. Radios require 48 Volt DC power at the site. Quote includes 10 Mbps capacity.

- Police Dispatch Consoles - All computer/radio systems and equipment to run off the State of Colorado 800-megahertz system and our Computer Aided Dispatch (CAD) systems. Please note this is not furniture. The term console in dispatch centers refers to the computers, equipment, software, radio systems, MCC 7500E Systems, microphones, foot pedals, speakers, cables, licenses, service agreements, maintenance, etc. Full list is attached if needed.
- Specialized furniture desk systems and console storage for dispatch consoles.

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

MOTION TO APPROVE Resolution 56-2023, a Resolution Approving the Purchase of a Police Dispatch Computer System and Radio System, a Tower Microwave, and Specialized Furniture in Conjunction with the 2023 Police Department Remodel Project.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Black Hawk PD's Dispatch Center is outdated and needs an upgrade and remodel. With the remodel and upgrade, we need to purchase new dispatch operator systems and radio equipment required for the PD remodel project. This will allow our dispatch center to be updated and fully functioning for future growth.

AGENDA DATE: June 28, 2023

WORKSHOP DATE: N/A

FUNDING SOURCE:

The PD remodel project was requested during the new year budget presentation and the funding for these items are under the Capital Fund (Budgeted for \$635,500). The original quote for the dispatch consoles was \$450,000. I am now requesting \$224,401.00, plus a onetime cost of temporary transferring of equipment to Gilpin County Dispatch Center for use to function during remodel at \$5,640, for a grand total of \$230,041. The original quote for the Tower Microwave was \$110,000. I am now requesting \$86,275.94. Based on negotiations with Motorola and BearCom (Motorola's partner company) the PD was able to save money. The savings are roughly \$215,000 (consoles) and \$23,724 (microwave). The cost for the specialized furniture is \$74,116.58 (on budget). We are currently at an estimated saving of \$244,000 for these listed items from the initial budgeted request. Please note, the PD will still need to purchase records furniture and small equipment, plus add two dispatch 911 phones lines systems as we get closer to completion of the remodel.

DEPARTMENT DIRECTOR APPROVAL: [X] Yes [] No

STAFF PERSON RESPONSIBLE: Chief Moriarty and Lance Hillis

DOCUMENTS ATTACHED: [X] Yes [] No

RECORD: [] Yes [] No

CoBH CERTIFICATE OF INSURANCE REQUIRED [] Yes [] No

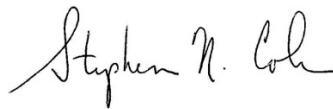
CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:



Michelle Moriarty, Chief of Police

REVIEWED BY:



Stephen N. Cole, City Manager



CHANGE ORDER

[1]

Change Order Number: 1
Date: May 15, 2023
Project Name and Number: CO-18I104A BLACK HAWK CTY PD_Consoles
Customer Name: Black Hawk Police Department
Customer Project Mgr: Michelle Moriarty

The purpose of this Change Order is to:

Labor to relocate existing OP#1, one (1) MCC7500 operator position, from Black Hawk PD dispatch, cable and cold install at Gilpin County dispatch.
Configuration and optimization of OP#1 MCC7500 on DTR system at Gilpin County dispatch for daily operational use.
Labor to remove existing OP#2, one (1) MCC7500 operator position, from Black Hawk PD dispatch and provide safe storage with new project equipment until renovation is completed and the upgraded MCC system is ready for installation.
Labor to remove headset jacks and footswitch from OP#1, one (1) MCC7500 operator position, at Gilpin County dispatch and deliver to Black Hawk PD for installation as part of the original project scope. The rest of the equipment from OP#1 will remain installed at Gilpin.
Provide installation service for equipment relocation. No additional equipment to be provided.

Contract #: [1011120186] Contract Date: Dec 12, 2022

In accordance with the terms and conditions of the contract identified above between [Black Hawk Police Department] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 224,401.00
Previous Change Order amounts for Change Order numbers [0] through [1].	\$ 0
This Change Order:	\$ 5,640
New Contract Value:	\$ 230,041



BLACK HAWK

DISPATCH EXPANSION/CONVERSION

OCTOBER 31, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SYSTEM DESCRIPTION

Motorola is grateful for the opportunity to propose an upgrade to the two MCC 7500 consoles located at Blackhawk PD, Colorado with the new MCC 7500E IP Dispatch Console.

The existing two (2) MCC 7500 operator positions will be upgraded to the MCC 7500E consoles and two (2) additional new consoles are also proposed to bring the total operator positions to four (4). The proposed new consoles will have new workstations with the licenses of the two existing consoles being repurposed for the new MCC 7500E consoles.

It is assumed that the dispatch center is connected to the State of Colorado DTR system using an Ethernet connection (or T1). This proposal does not include a logging recorder subsystem; the existing logger system will continue to be used with the new dispatch consoles.

1.1 MCC 7500E DISPATCH CONSOLE

The proposed dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch. The following list describes the components included in the proposed configuration.



Personal Computer (PC)

A Windows-based (Win 10) Command Central Hub workstations are included in this proposal for the dispatch consoles.

Computer Display

It is assumed that the monitors will be provided by the customer.



Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jacks

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

The proposed dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

1.2 PROPOSED COMPONENTS

The following provides a summary of the primary pieces of equipment and software proposed for the new dispatch site.

1.2.1 Proposed MCC 7500E System

- MCC 7500E software DVD.
- An option to upgrade the two (2) existing MCC 7500 to MCC 7500E IP Dispatch Consoles – each upgrade consists of the following:
 - Operational License conversion from MCC 7500 to MCC 7500E
 - One (1) Command Central Hub workstation with Windows 10
 - Two (2) MCC Speakers
 - One (1) Enhanced IRR Software and license
 - One (1) USB Microphone
- Two (2) new MCC 7500E Dispatch Consoles, each consists of:
 - 160 on-screen radio resources license
 - Basic console operation license
 - ASTRO 25 Trunking license
 - Advanced Conventional operation license
 - One (1) Enhanced IRR software and license
 - Secure operations license with encryption (ADP/AES/DES-OFB)



SECTION 2

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		Two (2) MCC 7500 to MCC 7500E conversion
1	B1949	MCC 7500E SOFTWARE DVD
1	B1950	MCC 7500/7100 TO MCC 7500E LICENSE CONVERSION
2	UA00652AB	ADD: 160 RADIO RESOURCES LICENSE
2	UA00653AB	ADD: BASIC CONSOLE OPERATION
2	UA00654AB	ADD: ASTRO 25 TRUNKING OPERATION
2	UA00655AB	ADD: ADVANCED CONVENTIONAL OPERATION
2	UA00658AB	ADD: SECURE OPERATION
2	UA00659AB	ADD: ADP/AES/DES-OFB ENCRYPTION
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00661AA	ADD: ENHANCED IRR
2	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
2	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
2	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
2	CA03548AA	ADD: TWO CABLES, POWER 24VDC
2	CA03547AA	ADD: BRACKET, MOUNTING 2RU
2	CA03572AA	ADD: CABLE RETENTION BRACKET
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	B1951	MICROPHONE, DESKTOP, USB
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	B1952	SPEAKER, DESKTOP, USB
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
		Two (2) Add-on MCC 7500E consoles
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
2	UA00661AA	ADD: ENHANCED IRR
2	UA00658AA	ADD: SECURE OPERATION
2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
2	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
2	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA



QTY	NOMENCLATURE	DESCRIPTION
2	CA03548AA	ADD: TWO CABLES, POWER 24VDC
2	CA03547AA	ADD: BRACKET, MOUNTING 2RU
2	CA03572AA	ADD: CABLE RETENTION BRACKET
2	T7885	MCAFFEE WINDOWS AV CLIENT
2	DSISOBAR6ULTRAHG	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-FT. CORD, 3300 JOULES
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
4	B1913	MCC SERIES HEADSET JACK
2	B1951	MICROPHONE, DESKTOP, USB
2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
4	B1952	SPEAKER, DESKTOP, USB
4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M



- One (1) Command Central Hub workstation (Win 10)
- Two (2) Headset jacks
- Two (2) USB Speakers
- One (1) Dual pedal Footswitch
- One (1) USB microphone

1.3 DESIGN ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of inaccurate assumptions.

- It is assumed Blackhawk PD will utilize the existing connection to the State of Colorado DTR system. The connection is assumed to be Ethernet but based on the time of implementation of this project, the connection could be setup as T1 back to the State of Colorado Mastersite Zone 1 at Denver.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase, voltage, and site grounding to support the requirements of the system described.
- All locations have sufficient power distribution systems and available circuits for the proposed equipment. Lincoln County shall be responsible for any required alterations or additions.
- No modifications to existing logging recorders have been proposed as part of this quote. Blackhawk will continue to use the existing logging system used today.
- No new antenna system is proposed, it is assumed that the existing antennas are to be re-used.
- No AIS or SDM 3000 Aux IO server included in this proposal.
- No new furniture is included for the additional new console, it is assumed that the new console furniture will be provided by the customer.
- It is assumed that Blackhawk has sufficient console licenses on the Mastersite and as such no new Mastersite console licenses are included in this proposal.
- No Spares are included in this proposal.

1.4 POWER REQUIREMENTS

The new consoles will be using the Command Central Hub workstation with Windows 10 installed. The new workstations are expected to draw a maximum of **260W** and a typical draw of **170W**.



SECTION 7

CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions of Communications System and Services Agreement (CSSA) below.



Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola's Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer

delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or

recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment

quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication

lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance

with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty

period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days

after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This

limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either

a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when

required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

To: Motorola Solutions, Inc.
1309 E. Algonquin Rd.
Schaumburg, IL 60196

Re: Purchase of Motorola radio communications equipment

This letter serves as authorization for Motorola to place an order for the communications equipment from quote number **1888925** for a purchase price of **\$86,275.94**. BLACK HAWK POLICE DEPT, agrees to pay Motorola for the equipment "Net 30 days upon shipment" to:

Bearcom – Black Hawk Police Dept
3901 West Service Road
Evans, CO 80620

When Motorola invoices BLACK HAWK POLICE DEPT, the invoice should reference 1 microwave system to be sent to Chief Michelle Moriarty at the following address and email address mmoriarty@cityofblackhawk.org (emailed invoice preferred):

BLACK HAWK POLICE DEPT
ATTN: Chief Michelle Moriarty
221 Church Street
Black Hawk, Colorado 80422

For taxation purposes, even if tax-exempt, the equipment sold BLACK HAWK POLICE DEPT will ultimately reside at the following address:

BLACK HAWK POLICE DEPT
221 Church Street
Black Hawk, Colorado 80422

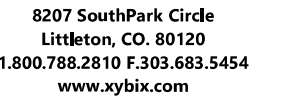
Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to call Chief Michelle Moriarty at 303-582-5878, mmoriarty@cityofblackhawk.org.

Sincerely yours,

By: 
Michelle Moriarty, Chief of Police
Black Hawk Police Dept

By: _____
David Spellman, Mayor
City of Black Hawk



Email. : ReillyB@xybix.com

Blackhawk PD Console Upgrade
221 Church St.
Black Hawk, CO 80422

REV

X _____ 51 of 110



1 FLOOR PLAN
1/4" = 1'-0"

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
ReillyB



Quote Number: 32486

Quote Date: 5/9/2023
Revision: A
Orig Create Date: 5/9/2023
Expires: 8/7/2023
Opp #: 0027691

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 1 of 3

QUOTE TO: Acct: BLAPOLBLCO Scott Watson Blackhawk Police Department 221 Church Street PO Box 17 Blackhawk CO 80422 USA Phone: (303) 582-5878 Email: swatson@cityofblackhawk.org	SHIP TO: Blackhawk Police Department 221 Church Street Back Hawk, CO 80422 USA Salesperson: EFFIE BAKER Phone: (720) 919-1266 Email: EffieB@xybix.com
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Standard 2023-4 Price List
Eagle Line
Install Type: Standard
Tax Exempt

05.10.23: R0 – Drawing Creation - RAB

SUPPLY CHAIN FREIGHT SURCHARGE:
This fee is the temporary upcharge we are experiencing for shipping related costs and delays.

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 62.0 LF @ \$287.00/LF 12343-1-DS - 29-48in - 2.0 LF @ \$388.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$18,570.00	36.00 %	\$11,884.80	\$11,884.80
1.01	13771.	Panel Tile 12147-14HX18W W-Fabric	22	2.00 EA	\$187.00	36.00 %	\$119.68	\$239.36
1.02	13771.	Panel Tile 11430-14HX36W W-Fabric	23	5.00 EA	\$187.00	36.00 %	\$119.68	\$598.40
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	2	4.00 EA	\$2,999.00	50.00 %	\$1,499.50	\$5,998.00
3.00	15701	L4 Table Base	3	4.00 EA	\$7,378.00	50.00 %	\$3,689.00	\$14,756.00
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R 16674 - Std VESA Mount Qty = 2 Total: \$828.00 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 2 Total: \$2,030.00	4	4.00 EA	\$5,645.00	50.00 %	\$2,822.50	\$11,290.00
5.00	13074	Ext Cable Monitor - TBD	5	24.00 EA	\$124.00	50.00 %	\$62.00	\$1,488.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
ReillyB



Quote Number: 32486

Quote Date: 5/9/2023
Revision: A
Orig Create Date: 5/9/2023
Expires: 8/7/2023
Opp #: 0027691

Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 2 of 3

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	4.00 EA	\$841.00	50.00 %	\$420.50	\$1,682.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	7	4.00 EA	\$185.00	50.00 %	\$92.50	\$370.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	8	4.00 EA	\$185.00	50.00 %	\$92.50	\$370.00
6.02	14976	6 Outlet Power Strip 25'	9	4.00 EA	\$196.00	50.00 %	\$98.00	\$392.00
7.00	CPNT.	Table Components 16707 - Heat - \$745.00 16709 - Task Lights - \$270.00 16712 - Down Bias Lighting - \$159.00	10	4.00 EA	\$1,174.00	50.00 %	\$587.00	\$2,348.00
8.00	15463	Shelf Under Surface 19W x 9D - Metal	11	4.00 EA	\$184.00	50.00 %	\$92.00	\$368.00
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	12	4.00 EA	\$154.00	50.00 %	\$77.00	\$308.00
10.00	12033-3D.	Return Worksurface - 18Wx36D	13	4.00 EA	\$782.00	50.00 %	\$391.00	\$1,564.00
10.01	12033-3D-FT.	Flip Top Return Worksurface - 36Wx36D	14	4.00 EA	\$782.00	50.00 %	\$391.00	\$1,564.00
11.00	16209	Cable Bridge Corner Angled Left Side	15	2.00 EA	\$289.00	50.00 %	\$144.50	\$289.00
11.01	16210	Cable Bridge Corner Angled Right Side	16	2.00 EA	\$289.00	50.00 %	\$144.50	\$289.00
11.02	15488-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge	17	4.00 EA	\$1,993.00	50.00 %	\$996.50	\$3,986.00
12.00	11867-3D.	Drawer Pedestal - Fixed - Single - 18W - 12-12 Drawers 18W 22D	18	4.00 EA	\$1,386.00	50.00 %	\$693.00	\$2,772.00
13.00	10025-3D.	Rotating Resource Guide - Freestanding 40 in	19	1.00 EA	\$3,689.00	50.00 %	\$1,844.50	\$1,844.50
90.00	16139	Installers Kit Eagle Line	20	4.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	21	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
ReillyB



Quote Number: 32486

Quote Date: 5/9/2023
Revision: A
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Quote

Terms: 50% DEP;40% INSTALL;10% PUNCH

Page: 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
Line (21) - Miscellaneous Charge -								
		Description						Ext. Price
	1.)	Local Delivery						1,250.00
	2.)	Installation						7,177.50
	3.)	Supply Chain Freight Surcharge						1,288.02
<hr/>								
List Price Total:					\$123,236.00			
			Lines Total:					\$64,401.06
			Line Miscellaneous Charges					
			Total:					\$9,715.52
			Taxes Total:					\$0.00
			Quote Total:					\$74,116.58

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

RESOLUTION 57-2023
A RESOLUTION
APPROVING AN
AGREEMENT WITH
MERRICK & COMPANY
FOR ENGINEERING
SERVICES FOR THE
ELKHORN TANK
SUBSTITUTE SITING
EVALUATION PROJECT
IN THE AMOUNT NOT TO
EXCEED \$72,290.00

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

Resolution No. 57-2023

**TITLE: A RESOLUTION APPROVING AN AGREEMENT WITH MERRICK &
COMPANY FOR ENGINEERING SERVICES FOR THE ELKHORN
TANK SUBSTITUTE SITING EVALUATION PROJECT IN THE
AMOUNT NOT TO EXCEED \$72,290.00**

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 Merrick & Company
for engineering services for the Elkhorn Tank Substitute Siting Evaluation Project in the amount
not to exceed \$72,290.00, and the Mayor is authorized to execute the Agreement on behalf of the
City.

RESOLVED AND PASSED this 28th day of June, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 57-2023, a Resolution approving a professional service agreement with Merrick and Company for engineering services related to the Elkhorn Tank Substitute Siting Evaluation Project.

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

MOTION TO APPROVE Resolution 57-2023, a Resolution Approving an Agreement with Merrick & Company for Engineering Services for the Elkhorn Tank Substitute Siting Evaluation Project in the amount not to exceed \$72,290.00.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City will need an additional potable water storage tank when the Proximo Distillery is operational. Originally a site named Elkhorn was selected on the Young Ranch. Work has started on the design but we have since realized that the site may not be suitable or considered the “best” site.

This contract is for an investigation and evaluation of other possible sites. This project includes calibrating the existing water model, investigating various sites within the City (and owned by the City) for a tank and recommending which would be the best location for the tank. The report will also recommend any additional piping and valves needed to optimize the system. Analysis will include initial construction cost as well as long term operation and maintenance access, especially during the winter months.

The intent of the agreement is that after a location is selected the firm will enter a new agreement to perform preliminary design and prepare an opinion of probable cost for use during the budgetary process.

AGENDA DATE: June 28, 2023

FUNDING SOURCE: 501-3151-460-74-11
Water Fund; System Improvements/Water Tank

STAFF PERSON RESPONSIBLE: TI/BD

DOCUMENTS ATTACHED: agreement

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 28th day of June, 2023, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and Merrick & Company hereinafter referred to as "Contractor").

RECITALS:

A. The City requires Professional Engineering Services for the **Elkhorn Tank Substitute Siting Evaluation** (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, engineering services related to water system improvements with specific reference to a potable water storage tank location and any other needed improvements in or around Black Hawk, Gilpin County, 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, upon City's request. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. Compensation shall not exceed **Seventy-Two thousand two hundred ninety dollars (\$72,290.00)** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **also incorporated in Exhibit A**. 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. Phase 1 of This Agreement shall be completed by September 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 all claims, demands, suits, actions or proceedings, including worker's compensation claims, caused 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, 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 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 reasonably attorney fees. 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 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 limits of one million dollars (\$1,000,000) 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 combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and 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 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 a reduction in coverage 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 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:

Merrick & Company
2480 W 26th Ave
Unit B 225
Denver CO 80211

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 Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

Merrick & Company

By: _____
John A. Kuosman
Its: Water Practice Leader

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day
of _____, 2023, by
_____ as the _____ of
_____.

My commission expires: _____

(S E A L)

Notary Public

June 1, 2023

Mr. Isbester, Public Works Director
City of Black Hawk
P.O. Box 68
987 Miners Mesa Road
Black Hawk, Colorado 80422

**RE: City of Black Hawk
Request for Proposals - 2023 Water System Improvements**

Mr. Isbester:

Merrick & Company (Merrick) is pleased to present this letter proposal for the referenced Request for Proposals to evaluate the current water system with the main emphasis focused on a new potable water storage for the City of Black Hawk (City).

Purpose and Background

It is Merrick's understanding that the City is requesting proposals to evaluate their existing potable water supply system to determine the improvements needed, including water storage, to serve a new commercial distillery in the planning stage and long-term build-out of casinos. This study would include analyzing the existing water model and planning for potable water system improvements to meet future anticipated demands and conducting an alternative analysis to provide the City with three (3) options on locating a new potable water storage tank. The scope of services in this proposal is based on the Town of Black Hawk Request for Proposal for the 2023 Water System Improvements dated May 15, 2023

Scope of Services for Phase 1:

1.1 Project Kickoff Meeting

We will schedule a kickoff meeting with the Town (virtual or conference call) to confirm the project scope, key tasks, and deliverables, within two (2) weeks of a notice to proceed.

1.2 Water Model Data Collection and Update

- 1.2.1 The City provided Merrick with the existing Info-Water water model with GIS files on May 2, 2023. Merrick reviewed the water model and GIS files. The quality and quantity of data appears to be sufficient to perform the requested evaluations.
- 1.2.2 Analyze model to determine the ideal elevation to set the proposed potable water tank, Additional 450,000-gallon water storage will be required in the future to serve a proposed distillery and future casinos.
- 1.2.3 From the existing GIS elevation data, Merrick will develop a contour map outlining up to eight (8) potential areas/ sites that meet the minimum elevation criteria to locate a new tank.

Employee Owned



2480 W. 26th Street, Unit B225
Denver, Colorado 80211



Tel: +1 303-964-3333



hello@merrick.com
www.merrick.com

67 of 116

- 1.2.4 Three (3) simulations (fire flow, max day, max day + peak hour + fire flow) will be evaluated for the potential sites.
- 1.2.5 Merrick requests metering of the fire hydrants on Gregory Hill Drive for verification of water model data. It is assumed that the Town will be able to gather this data and provide it prior to running the pressure analysis
- 1.2.6 Establish and define design criteria to be used in the model including but not necessarily limited to the following: provide max day demand without the use of PRVs and with one tank out of service, minimize impact to community pressure zones, maintain existing pressure zones, ensure adequate water turnover in the tanks, PRV set points, minimum pressure of 20 psi during fire flow, and max pressure 80 psi at the service connections.

1.3 Water Model Data Analysis:

- 1.3.1 Use the City's Info-Water water model and GIS data to support an alternatives analysis for future tank sites.
- 1.3.2 Review and confirm water demands with the City for existing and future condition scenarios. Demand data to be provided by the City.
- 1.3.3 Develop up to eight (8) model scenarios based on elevation for tank site alternatives, with estimated tank dimensions to ensure the tank will fit in the space available and estimating operating water levels in the tank.
- 1.3.4 Identify potential impacts the proposed new infrastructure may have on the surrounding system, as well as limitations presented by the existing infrastructure such as failure to meet fire flow or velocities that exceed industry standard practice.
- 1.3.5 Analyze water model for Gregory Hill Drive based on fire hydrant metering provided by the City to investigate possible low pressures. Suggest up to two possible alternatives to improve pressures.

1.4 Water Model Output/Technical Memorandum:

- 1.4.1 Develop and deliver a technical memorandum (TM) to document water model outputs. The deliverable will include the contour map showing the up to eight (8) possible sites. This TM will be provided to the City for review and comment. Following acceptance, the remaining tasks in Phase 1 will be completed.

1.5 Tank Site Selection Process with Conceptual Level Opinion of Total Project Cost

Based on the information in the model TM, the following criteria will be applied to narrow the number of sites from eight (8) to three (3) :

- 1.5.1 Location in preferred pressure zone.
- 1.5.2 Develop conceptual level Opinion of Total Project Cost and constructability. A conceptual level accuracy is estimated at +100% to -50%. Opinions will be based on the following criteria: general anticipated opinion of construction cost; anticipated maintenance; anticipated land acquisition costs; anticipated ease of operation of tanks; apparent proximity to existing communication and proximity to existing City potable water system.
- 1.5.3 Ease of maintenance, operation, and accessibility.
- 1.5.4 Ownership of land, land acquisition cost and availability of property.
- 1.5.5 Construction disruption to city residents, casino patrons and tourism, and other stakeholders.
- 1.5.6 Impact to view corridor and view from streets/casinos.

- 1.5.7 Assess proximity of existing communication and/or fiber optic lines, to the degree of available information. Locations of utility conflicts (i.e., gas, fiber, etc.), to the degree of available information.
- 1.5.8 Verification of pipe velocity, pressure leaving tank and fire protection within the existing potable water system.
- 1.5.9 Evaluate existing water infrastructure for proximity of existing pipelines and modifications required to connect tank to existing potable water system.

1.6 Tank Site Selection Technical Memorandum:

- 1.7.1 Develop and document a detailed TM describing the tank location selection process and the final recommendation of the top three sites specific report items shall include:
 - 1.7.1.1 Provide a description of the detailed selection process to arrive at the three (3) proposed potable water tank sites.
 - 1.7.1.2 Provide the Conceptual Level Opinions of Total Project Cost and describe similarities and differences. Identify unknowns and risks associated with the Opinions.
 - 1.7.1.3 Provide one (1) draft TM to the City for review and comment. Hold a workshop to discuss the City's comments and questions. Incorporate comments and questions into the final TM. Submit final TM to the City.

1.7 Add Alternative – Transient Analysis:

- 1.8.1 The City expressed interest in investigating elements of a non-steady-state hydraulic modeling and transient analysis of the transmission system. The development of a transient model represents additional effort requiring specialized modeling software, data collection, and analysis. Merrick would be pleased to provide these services at additional cost. A transient model analyzes an existing system to determine the effects and locations of water hammer typically initiated by rapid opening and closing of valves or hard start/stop of booster pumps. Analysis typically evaluates methods to decrease the magnitude of water hammer by the installation of devices such as surge tanks, air/vac valves, or other devices. A detailed TM would include but not necessarily be limited to new or relocated PRVs and suggested location of a surge tank(s) placed within the existing City potable water system.

Our Fee Includes:

- **Review of Existing Data:** Review of the City of Black Hawk water model and GIS mapping.
- **Model Update:** Update of the model to reflect conceptual, and future conditions for the three (3) tank site alternatives.
- **Virtual Meetings:** Two (2) virtual meetings with City staff would consist of one (1) meeting as the kickoff and one (1) meeting to discuss comments from the City from draft Tank Siting TM. Each meeting is estimated to be concluded within 2 hours and will include a meeting summary as the deliverable.
- **Exclusions:** Land Acquisition, transient analysis, demand analysis, survey, geotechnical investigations, tank design (assumed by others), coordination with structural engineer (assumed next phase), preliminary engineering (assumed next phase), purchase of modeling software and or licenses for GIS, and additional effort required beyond what is scoped in the proposal.
- **Deliverables:** For this proposal, we have assumed that we will deliver a contour map, a hydraulic model results TM and a Water Tank Site Selection TM, as described above. One draft version will be shared



electronically for City review and comments prior to a final meeting taking place before issuance of the Final TM.

- **Schedule:** The total anticipated time to complete Phase 1 is 12 weeks. Work is anticipated to begin within two (2) weeks of notice to proceed and execution of the contract. Water model output and TM will be provided to the City for review six (6) weeks after notice to proceed. The draft version of the Tank Site Selection TM will be provided to the City for review ten (10) weeks after notice to proceed and final TM will be provided to the City twelve (12) weeks after notice to proceed.

Fee

Based upon our proposed scope of work to meet and exceed the tasks identified in the City of Black Hawk 2023 Water System Improvements RFP, we estimate a fee of **\$72,290**. This fee estimate is based on an hourly rate plus expenses basis in accordance with our current rate schedule. Please contact us if you have any questions or concerns regarding these proposed services.

Anticipated Project Team

Project Manager – Jody Allen
Senior Technical Manager II – Jim McLaughlin
Project Engineer Lead – Allie Beikmann
QA/QC – Jamie Wright
Administration – Diana Ramser, Christina McMaster

Sincerely,

Merrick & Company



Jody Allen
Project Manager

The above proposal is accepted by the City of Black Hawk, and the Engineer is authorized to proceed with the work.

By: _____ Date: _____

Appendices

Appendix 1 – Hours and rate breakdown by task (Table A-1)
Appendix 2 – Resumes for key individuals on project.

Appendix 1





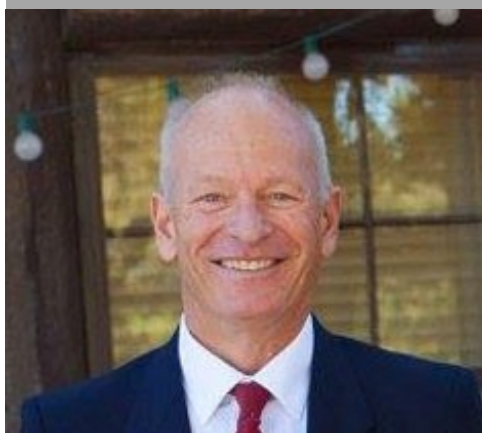
Table A-1
City of Black Hawk
DRAFT 2023 Water System Improvements

Project No.: B0057.00.20
Sheet: 1 of 1
By: JMA
Date: 05/26/23
Chk: JK
Date: 06/1/23

Task Description	Merrick & Company							Total Hours with Subs	Total Labor with Subs (\$)	Direct Costs (Mileage and Misc.)	Sub Mark-Up (5%)	Total
	QA/QC & Sr. Project Manager (Wright)	Senior Technical Manager II (McLaughlin)	Project Manager (Allen)	Project Engineer Lead (Beikmann)	Admin (Ramser & McMaster)	Total Hours	Labor (\$)					
	\$250.00	\$225.00	\$200.00	\$175.00	\$110.00							
Phase 1 - Data Collection, Data Anlysis and Technical Memorandums												
1.1 Kickoff Meeting		4	4	4	4	16	\$2,840	16	\$2,840	\$50	\$0	\$2,890
1.2 Water Model Data Collection and Update		2	4	16		22	\$4,050	22	\$4,050	\$50	\$0	\$4,100
1.3 Water Model Data Analysis	4	4	4	16		28	\$5,500	28	\$5,500	\$50	\$0	\$5,550
1.4 Water Model Output/Technical Memorandum	6	4	16	50	8	84	\$15,230	84	\$15,230	\$50	\$0	\$15,280
1.5 Tank Site Selection Process with Opinion of Total Project Cost	20	14	64	28		126	\$25,850	126	\$25,850	\$50	\$0	\$25,900
1.6 Tank Site Selection Technical Memorandum	10	2	64	8	12	96	\$18,470	96	\$18,470	\$100	\$0	\$18,570
1.7 Add Alternate: Transient Anaysis (PRV and Ancillary Equip.)	50	24	50	50	4	178	\$37,090	178	\$37,090	\$0	\$0	\$37,090
SUBTOTAL PHASE 1											\$72,290	
Phase 2 - Preliminary Design												
3.1 Pre-Design Meeting			To Be Determined Prior to Analysis									
3.2 Preliminary Design												
3.3 Review Preliminary Design												
SUBTOTAL PHASE 2											\$0	
Total Hours =	40	30	156	122	24	372		372				
Total =	\$10,000	\$6,750	\$31,200	\$21,350	\$2,640		\$71,940		\$71,940	\$350	\$0	\$72,290

Appendix 2





R. JAMES MCLAUGHLIN, PE

Sr. Technical Manager

Mr. McLaughlin has over 35 years of experience in water and wastewater treatment plant design, hydroelectric facilities design, pipeline design, process design and project management. Known as a resourceful “out of the box thinker”, he was awarded a patent for an innovative heavy metals removal process that he developed to treat acid mine drainage from the Eagle Mine Superfund Site, which was a design/build project. Also involved with the design of the hydraulic system for the Grand Canyon water supply system, which overcame extensive technical challenges and won several national awards. Extensive experience in the inspection and construction of projects. Taught short courses on inspection and is heavily involved in the installation and inspection of complex or specialized apparatus and structures.

EDUCATION

University of Colorado, 1978
MS, Environmental Engineering

University of Colorado, 1976
BS with Honors, Civil Engineering

REGISTRATIONS/AFFILIATIONS

Professional Engineer:
CO, 1985, #0023426; CA, C63339, 2002;
GA, 2013, #PE038165; ID, P-13917, 2009;
NM, 2010, #20062, UT, 2012, #8434328-
2202, 2012; WY, 2010, #12828

Water Pollution Control Federation - Member

OSHA Supervisor Training

EXPERIENCE

Specialties include:

- **Water Treatment** – Design of both rapid sand and micro filtration plants including iron, manganese and organic removal. Designs have included disinfection including both Chlorine and UV light. Also, expertise in reverse osmosis systems.
- **Wastewater Treatment** – Design of biological and AWT processes, including fully enclosed and open designs.
- **Construction** – Experienced in construction inspection and management. Prior experience includes operating a construction company, projects included water treatment plant expansion and river restoration.
- **Pump Station and Hydroelectric Facilities** – Design of Pumping systems of all types and drivers. Design of two hydroelectric generating plants.

Experience

95th Street Raw Water Pipeline and Diversion, City of Lafayette, Lafayette, CO.

Project engineer for the five-mile-long pipeline that consisted of 42" fiberglass reinforced pipe. The control system design included critical surge analysis used to design the control facility.

Design and Remodeling of Flood Gates on the Mathis Dam, Mathis, GA.

Design and remodeling of flood gates on the Mathis Dam. The dam, built in 1915, is an 84-ft buttress and slab structure. Design included replacement of 18 original gates with new pneumatically operated gates, controls and appurtenances. A floating bulkhead was designed by to allow for construction without lowering water levels. (Project Engineer/Inspection)

Three Lakes Sanitation/JT Jones Construction, Grand County, CO.

Independent third-party expert to resolve a lawsuit concerning extensive repair of defective and failing concrete at their treatment plant. Each side had spent over \$1.0 million on experts and attorneys before Mr. McLaughlin was involved. After reviewing and approving the methods and specifications, Jim provided full time inspection of the repairs, and the project was successful, and the suit dismissed. (Project Engineer)

Wild Turkey Water Treatment Plant.

Prepared pre-design evaluation, design and commissioning of a 5 MGD zero discharge desalinization plant for a coal bed methane project. First successful RO

WORK HISTORY

2012-present, Merrick
36 years, Other Firms

KEY EXPERTISE

Water Treatment
Wastewater Treatment
Construction
Pump Station and Hydroelectric Facilities

plant used in this application. Design utilized pretreatment, 2 stage RO and brine evaporation. (Project Engineer)

Silverthorne-Dillon Joint Authority, Silverthorne, CO.

Civil Process Engineer. Master planned and designed a joint sanitary sewer system to serve Summit County; facilities included a completely enclosed advanced wastewater treatment plant. Developed the basis of the agreement that created the Joint Authority. The value of this approach has been demonstrated by comparing capital costs with three other very similar Summit County treatment facilities. The WWTP has a unit cost (CPI) adjusted of less than 60% of the next lowest cost facility.

- **Secondary Treatment Plant Expansion.** A regional WWTP was expanded from 2.7 MGD to 4.0 MGD with added nutrient removal capacity. (Project Engineer/Inspection)
- **New Centrifuge Installation.** An outdated biosolids dewatering centrifuge was replaced with modern equipment. This project required meticulous planning to keep the facility in operation during the retrofit and to assure construction within dimensional and structural limitations. (Project Engineer/Inspection)

Wastewater Reclamation Facility, Lafayette, CO.

Sr. Process Engineer. Merrick has been involved with the wastewater treatment system in Lafayette for more than 20 years. The current plant is rated at 4.6 MGD and has been master planned to accommodate growth and rehabilitation of aging infrastructure to 6.4 MGD. The team is currently designing the improvements to the biosolids handling, including a new anaerobic digester, and miscellaneous modifications to various buildings on-site.

Lazy Glen Wastewater Treatment Plant, Snowmass, CO.

Sr. Process Engineer. Merrick prepared a technical memorandum comparing treatment alternatives for the small housing community south of Basalt. The system is a one-cell lagoon plant, with discharge to the Roaring Fork River and a flow rate of approximately 0.4 MGD. The community needed to upgrade its system to meet CDHPE requirements. Merrick suggested a Sequential Batch Reactor (SBR) system. It's less expensive than the connection to the district while still providing effluent quality, ease of operation, and flexibility that is needed for the small community. Recently applied for USDA grand funding on behalf of the system.

Upper Fraser Valley Wastewater Treatment Plant, Fraser, CO.

Sr. Process Engineer. A 2.0 MGD facility that charges into the Fraser River, and as such, has stringent effluent standards. Developed two separate amendments to a site application amendment that was prepared to address zinc, copper and phosphorous limitations to the river based on results of some pilot testing with the goal of reducing the zinc (pH dependent). The effluent will be run through UV disinfection prior to discharge into the river. Assisting with coordination with CDPHE to develop final design criteria and subsequent final design documents for construction.

Loveland Ski Basin Wastewater Treatment Plant, Loveland, CO.

Sr. Process Engineer. Provided process engineering services to assist with getting the small WWTP in compliance with its NPDES permit, as well as determine improvements needed for the upcoming ski season. Working with CDPHE, the team identified equipment replacements, process improvements, and other instrumentation.

Water Treatment Plant, Blackhawk, CO.

Design of a 4 MGD municipal water treatment plant and raw water storage facility. Utilized equipment relocated from Central City, Colorado. (Project Engineer)

Snowmass Village Water Treatment Plant, Snowmass Village

Project Engineer/Inspection for the 1.7 MGD water treatment plant expansion and upgrade, two 1 MDG buried concrete water storage tanks, district-wide SCADA system for potable water system and water treatment plant. Completed design development and pre-design of a 1.7 wastewater treatment plant expansion, including AWT upgrade.

Eagle Mine Superfund Site, Minturn, CO.

Evaluated existing treatment facility for removing high concentrations of heavy metals from acid mine discharge which had caused significant environmental damage to the Eagle River. Based on the evaluation, the client elected to abandon the 6-month-old facility. Performed lab study and process design for the replacement plant. Designed new plant. Responsible for operation of the plant, including monthly DMRs for the State Health Department and EPA. The process has been successful and reliable in treating this difficult waste stream and a U.S. patent was awarded to McLaughlin for the process. (Project Engineer)



JODY ALLEN

Project Manager I/Technical Manager

Jody has over 27 years of diverse experience in the design and construction of civil infrastructure. He graduated from college with a degree in Construction Management and has previously held several DOT certifications. Jody has experience in single-family development, and institutional and infrastructure projects by utilizing alternative/design-build project delivery systems that are proven to increase potential for innovation while reducing the overall project schedule. He has been responsible for the design through construction on many water, sanitary sewer, and storm water improvement projects in Colorado. Jody believes “The role of the engineer’s construction representative is to help the contractors interpret the job’s designs and ensure the job is constructed according to the project design documents. This position is a technical problem-solving function where solutions are a result of effective communication as opposed to an enforcement role.” Effective and thorough communication determines the success and/or failure of projects requiring cohesive teamwork.

EDUCATION

Minnesota State University, 1993
BS, Construction Management

WORK HISTORY

2014-2017, 2021-present, Merrick
22 years, Other Firms

EXPERIENCE

2016 Baseline Reservoir Improvement, Baseline Land & Reservoir Company, Lafayette, CO.

Project Inspector for baseline reservoir improvements that included relocating Enterprise irrigation ditch into a 58"x91" HERCP, an inlet structure, box MH structures, head gate structure, toe drain system for dam, and toe drain manhole with pump. Inspection included coordination/reporting to State of Colorado Dam Safety Engineer, re-establishment of site per plans, and final punch walks with owner.

Bass Pro Shops, Centerra Metropolitan District No. 2, Loveland, CO.

Project Inspector for the private storm sewer, private sanitary sewer and private water system per the City of Loveland standards and specifications.

Orange Zone Water Line, City of Lafayette, CO.

Project Inspector for a 6,050 ± LF of 30-inch waterline trench installed and 580 ± LF of 30-inch waterline directional bored. This project began at the City of Lafayette Baseline water treatment plant, continued in Baseline Road right-of-way, bored under the Indian Peaks Golf Course, and ended at the north edge of Indian Peaks Golf Course. Inspection included waterline pipe testing and re-establishment of site to existing conditions.

Denver GLO Phase 4 Final Design, City & County of Denver, CO.

Water Manager. Merrick prepared final design of a major storm sewer outfall for the Montclair Drainage Basin. The estimated cost for all project phases is \$90 million and included 4700 LF of large precast box conduit and pipe tunneling improvements that outfall in the Denver Coliseum property and Globeville Landing Park, then through 700 LF of open wetlands channel and innovative outlet structure to the S. Platte River. Improvements to the park included upgrades to the S. Platte River Regional Trail, irrigation, and lighting, a pedestrian bridge, a playground with climbing wall, river access area, and park shelters. Special environmental design considerations were employed for construction through existing landfill/Superfund site, including compaction grouting, channel liner, groundwater treatment, and contaminated soils.

Baseline & Arapahoe Trunk Sewer Rehabilitation, City of Boulder, CO.

Water Manager. Merrick provided services to the City of Boulder, CO to identify, evaluate, and design solutions to major capacity and condition issues in a portion of their current trunk collection system.

General Services, Mesa Cortina Water & Sanitation District, Silverthorne, CO.

Project Designer/Inspector for a 3,820 +/- LF water line replacement project for Mesa Cortina Water and Sanitation District.

Highway 9 Utility Replacement Project, Town of Silverthorne, Silverthorne, CO.

Project Manager/Civil Designer for a waterline and sanitary sewer replacement project within the right of way of Highway 9 in the Town of Silverthorne. Project included the design of 1,210 linear feet of water line and sanitary sewer that was designed to be installed while the existing system was in service which greatly reduced the down time of the utility service and minimize cost of temporary utility by-passing. Merrick provided a Level B Subsurface Utility Engineering plan/report for the utility replacement project since the CDOT right of way has multiple types of dry utilities as well as wet utilities. Responsibilities included detailed water/sanitary sewer plan and profiles, demolition plans, erosion control plans, phasing plans, traffic control plans, project specifications and project quantities.

Happy Canyon Creek Stream Restoration, Mile High Flood District, Lone Tree, CO.

Civil Designer for a Mile High Flood District (MHFD) fee-in-lieu project involving the Ridge Gate Development along Happy Canyon Creek in the City of Lone Tree, CO. Merrick designed a conceptual natural stabilization channel using geomorphic principals to minimize grade control structures and utilize adaptive management and bio-engineering techniques for channel bank protection. Based on recommendations from the master plan for this area, peak-shaving ponds were designed to account for inadvertent detention and meet flows established in the master plan. Responsibilities detailed site grading, storm sewer design and layout, GESD design, calculating earthwork calculations, and quantity takeoff.

Development Reviews, Town of Fraser, CO.

Project Manager/Reviewer. Merrick has an ongoing development review contract with the Town of Fraser that encompasses drainage review, utility review and transportation review. The development review team uses design criteria from the Town of Fraser, Grand County, State of Colorado, and Mile High Flood District.

Fourmile Canyon Creek, City of Boulder, CO.

Water Manager. Project included design of a bridge at 19th Street, a regional trail, stream conveyance, utility relocations, and general site grading. The project features more than 827 LF of 4' to 14' tall cast in place walls, drop structures, and transition grading to private property. The project requires water and sanitary sewer relocations. In 2017, the project scope expanded to include 2,450 LF of open channel, additional drop structures, additional walls, and three new bridges including a pedestrian crossing.

High Street Outfall Channel, Mile High Flood District, Denver, CO.

Water Manager. This project is a multi-phase project spanning five years. The project is a centerpiece in a series of major capital improvements for Denver in the vicinity of I-70 and the National Western Stock Yards. Phase 1 is constructed and included tunneling 400 LF of double 8' diameter Hobas pipes across a UPRR yard. Phase II consists of a major storm sewer outfall for the Montclair Drainage Basin which includes 3,200 feet of precast 12'x8' box culvert improvements in Brighton Boulevard.

North Washington CIP, North Washington W/S District, Denver, CO.

Civil Designer. Merrick provided design to replace a 15- and 18-inch gravity sewer in York Street between 74th and 78th Avenues north of Denver. Timing of the sewer replacement in the District's CIP was accelerated to come in advance of a planned road widening project, in order to eliminate future disruption to the pavement and traffic. The new sewer alignment and manhole placement was designed to allow construction within the existing right-of-way and physical constraints, while at the same time being coordinated with the proposed future roadway improvements and utilities.

River Improvements for Confluence Park, Mile High Flood District (MHFD), Denver, CO.

Water Manager. This project is a joint effort with Denver, MHFD, and the USACE to identify opportunities for ecosystem restoration improvements along seven miles of the South Platte River through the City of Denver. Phase one involved development of the existing conditions hydraulic model of the river, including detailed analysis of bridge modeling, roughness coefficients, and 1D vs. 2D model calibration. Phase two included identification of problems and opportunities, alternatives analyses and cost estimates, and conceptual design of selected improvements to provide ecosystem restoration, floodplain mitigation, and enhanced recreation along the river.

ALLIE BEIKMANN, PE

Civil Water Engineer III

Allie has over 10 years of experience which includes water and wastewater projects in construction phase requiring review of contractor submittals and requests, on-site construction inspection, and assurance of satisfactory deliverables at project completion. She has been involved in planning and design of several water utility projects including water transmission and distribution systems, wastewater collection systems, and well fields. Groundwater systems analysis and pump station design has been the primary focus of her work in the past several years. Her knowledge includes hydraulic design and hydrologic systems analysis for stormwater projects, as well as water and wastewater utilities.

EDUCATION

Colorado State University, 2016 MS,
Civil Engineering, Focus in Groundwater

University of Michigan, BS, Civil Engineering,
Focus in Environmental Engineering

REGISTRATIONS/AFFILIATIONS

Professional Engineer: CO, 2017, #53370

Member, American Water Works Association
(AWWA)

Member, Colorado Groundwater Association
(CGWA)

WORK HISTORY

2021-present, Merrick
9 years, Other Firms

KEY EXPERTISE

- OSHA 10-Hour Training
- ArcGIS
- WaterGEMS
- EPANET
- MODFLOW, SEAWAT
- EPA SWMM
- HEC-RAS, HEC-HMS
- Hydrus
- InfoWorks
- AutoCAD
- Pipe 2000, KY Pipe
- Visual Basic, Fortran 90, Matlab

EXPERIENCE

Wastewater Collection System Master Plan, Eagle River Water and Sanitation District, Avon, CO

Project Engineer responsible for data collection and discovery, asset management (GIS), and flow meter studies. The District's wastewater collection system serves upwards of 60,000 residents and tourists in eastern Eagle County and is the second largest municipal wastewater system on the Western Slope of Colorado.

10-Year Water System CIP Report, Town of Fraser, CO.

Project Engineer responsible for developing the asset inventory, reviewing supply and demand estimates, and recommending and prioritizing capital improvements over a 10-year period. Merrick was responsible for providing data discovery for water supply and water distribution assets and developing a comprehensive inventory of the assets with projected replacements schedules and costs. The completed inventory in conjunction with information from Town staff guided Merrick in putting together a prioritized list of capital projects for the next 10 years.

Water Reclamation Facility & Lift Station, Upper Thompson Sanitation District, Estes Park, CO.

Project Engineer responsible for design of the UV Disinfection System. Merrick was responsible for the design of new interceptors; two (2) new lift stations; a dual force main; and 3 MGD biological nutrient removal (BNR) and membrane bioreactor (MBR) WRF.

Erie Development Reviews, Town of Erie, CO

Civil Engineer responsible for reviewing the water, wastewater, and non-potable water utility designs for proposed developments in the Town of Erie. Responsible for reviewing the design demands and flows with respect to the original intent in the Master Plan and hydraulic models (WaterGEMS, EPANET), and ensuring the layouts meet safety and water quality standards set forth by the Town. A major part of this role is ensuring that developments have ample redundancy for the water systems, provided by looped main connections, and that downstream sewers have sufficient capacity for the new development.

Erie Non-Potable Pump Station, Town of Erie, CO

Civil Engineer responsible for determining existing and future water and sanitary sewer demands for a community of approximately 23,000 residents. Responsible for creating and operating an Innovyze® InfoSewer (GIS-based) computer model of the town's

sewer system, analyzing its capacity, and making recommendations to improve system capacity.

Fraser CIP 2021, Town of Fraser, CO

Civil Engineer responsible for designing the updates to the water and wastewater networks as part of the Town's annual maintenance improvements plan. Roles include coordinating desired design criteria with the Town, recommending revised standards where performance may be improved, and coordinating work with in-house designers to develop contract documents

Town of Erie General Engineering, Town of Erie, CO

Civil Engineer responsible for managing the water and non-potable water Master models (WaterGEMS, EPANET). Currently, one of her responsibilities includes designing pumps for a new non-potable pump station that will serve schools of the St. Vrain Valley School District and neighboring developments. The Town is making updates to their systems, and this requires review of various scenarios in the hydraulic models. She is responsible for coordinating the intent of the model scenarios, conducting the modeling, and presenting the results for consideration. Finally, she is also coordinating Contractor warranty work with the Town to ensure new construction meets the Town's expectations

PREVIOUS EXPERIENCE

West Village Irrigation District, Sarasota County, FL.

Developed a model from the ground up for an irrigation district on the Gulf Coast of Florida. One major responsibility was to collect data from various entities to build the model, including but not limited to as-built records of utilities from Kimley Horn and other engineering firms, irrigation demand rates from local developers, construction well records and testing data from Sarasota County and local drillers, and operations and equipment data from the District staff. Allie used ArcGIS and the developing WaterGEMS model to make periodic requests for new information while updating the model based on information coming in. Minimum weekly updates with a local point of contact kept the project on a tight schedule despite a remote work setup.

WWTP Expansion, Evans, CO.

Quantified projected populations, flows, and loadings for a wastewater treatment plant located on the Front Range. Recommended secondary treatment and solids handling upgrades based on the organic capacity of existing treatment processes and site limitations. Processed a re-rating site application with CDPHE to modify the rated organic loading capacity for the treatment plant.

2000 Holly Lift Station, Denver, CO.

Designed a .25 MG lift station and force main for Lokal Homes. Approval of the lift station and force main required a significant degree of coordination with the Colorado Department of Public Health and Environment (CDPHE), Metro Wastewater District, and the City and County of Denver. A detailed Site Application and Lift Station Design Report were prepared to detail the sanitary system design and operational characteristics for approval of the above, and 60% design documents have been generated as of 2/1/2020.

Baseline Road Water Main, Brighton, CO.

Generated construction documents to trench a new 24-inch water main approximately 1-mile in length. Evaluated hydraulics of the pressurized pipe to ensure proper location of fire-hydrants, air release/vacuum valves, and isolation valves. Drawings included pertinent details for water main construction, erosion control, and pertinent notes.

MH Pump Retrofit, Brighton, CO.

Sized a non-clog, centrifugal pump for stormwater manhole dewatering using hydraulic analysis. Used experience in pump design to select the optimal pump type and size and determine best control logic for operation.

Well No. 26 Improvements, Fort Lupton, CO.

This project entailed rehabilitation of an existing alluvial well to reservice and connect into an existing non-potable water system. This required coordination and analyzation of well tests to evaluate well and aquifer performance based on groundwater equations and principles, and recommendation of a vertical turbine pump with the appropriate capacity. Designed a pump station and downstream water main connection line complete with required well improvements, new pump installation, and valves to maintain ability to isolate and maintain hydraulic pressure. Developed construction drawings and specifications for the rehabilitated well,



CERTIFICATE OF LIABILITY INSURANCE

3/1/2024

DATE (MM/DD/YYYY)

2/28/2023

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1491344 Merrick & Company 5970 Greenwood Plaza Blvd. Greenwood Village CO 80111	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	
	INSURER B: Allied World Surplus Lines Insurance Company	
	INSURER C: Twin City Fire Insurance Company	
INSURER D: Hartford Fire Insurance Company		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 18232611**REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	37UUNOL5760	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	37UENOL5761	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX COMP/COLL DED \$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	37 XHU OL5762	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N	N/A	37WEOL6H5J	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROF & POLL LIAB. SHARED LIMITS-CLAIMS MADE	N	N	0312-7589	3/1/2023	3/1/2024	\$2,000,000 PER CLAIM & \$2,000,000 ANNUAL AGGREGATE SIR \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF BLACK HAWK ISGENERAL LIABILITY AND AUTO LIABILITY.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18232611 CITY OF BLACK HAWK R.B. SIMMONS, CPPB PUBLIC WORKS DIRECTOR 987 MINERS MESA RD. PO BOX 68 BLACK HAWK CO 80422-0068	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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ENDORSEMENT NO. 4

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED
LIMITED TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on March 1, 3/1/2023, forms part of

Policy No. 0312-7589
Issued to Merrick & Company
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. The cancellation effective date is prior to this expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. The **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

The **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

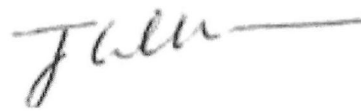
Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 37WEOL6H5J **Endorsement Number:**

Effective Date: 3/1/2023 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MERRICK & COMPANY

5970 GREENWOOD PLAZA BLVD

GREENWOOD VILLA CO 80111

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Form WC 99 03 94 Printed in U.S.A.

Process Date:

© 2011, The Hartford

Policy Expiration Date: 3/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 37WEOL6H5J

Endorsement Number:

Effective Date: 3/1/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: MERRICK & COMPANY

5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLA CO 80111

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:

Policy Expiration Date: 3/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: Twin City Fire Insurance Company Endorsement Number:
Effective Date: 3/1/2023 Effective hour is the same as stated on the Information Page of the policy.
Name Insured and Address: MERRICK & COMPANY
5970 GREENWOOD PLAZA BLVD
GREENWOOD VILLA CO 80111

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Form WC 42 03 04 B Printed in U.S.A.

Process Date:

Policy Expiration Date: 3/1/2024

POLICY NUMBER: 37UENOL5761

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE	
Number of Days Notice: Part A: 30	Name of Certificate Holder: As per schedule on file with carrier
Part B: 10 _____	Mailing Address:
Part C: _____ 30	

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL ► AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the

- declarations is amended to include:
 - (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
 - (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (c) That is a partnership or joint venture,
 - (d) That is an "insured" under any other policy,
 - (e) That has exhausted its Limit of Insurance under any other policy, or
 - (f) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and noncontributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — OF SECTION IV —BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL

- DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

- a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III — Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; ☐

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps

POLICY NUMBER: 37UUNOL5760

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE	
Number of Days Notice: Part A: 30	Name of Certificate Holder: As per schedule on file with carrier
Part B: 10 _____	Mailing Address:
Part C: _____ 30	

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

POLICY NUMBER: 37UUNOL5760

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV — Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to insurance provided to the additional insured or insureds shown in the Schedule, Paragraph 4. of Section IV - **Conditions** is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

(1) Primary Insurance When Required By

Paragraphs **(1)** and **(2)** do not apply to other

The Additional Insured

This insurance is primary if you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary. If other insurance is also primary, we will share with all that

other insurance by the method described in Paragraph **c.** below.

(2) Primary And Non-Contributory To Other Insurance When Required By The Additional Insured

If you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary and non-contributory with the additional insured's own this insurance is primary and we will not seek contribution from that other insurance.

insurance,
insurance to which the additional insured

has been added as an additional insured or to other insurance described in Paragraph **b.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

COMMERCIAL GENERAL LIABILITY

CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person (s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS.	ANY LOCATION OR PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 37UUNOL5760

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO A LOSS	ANY LOCATION OR PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the <input type="checkbox"/> Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

4. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract ☐ or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

4. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location ☐ if the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION 58-2023
A RESOLUTION
APPROVING AN
AGREEMENT WITH
ANDRAOS
CONSTRUCTION LLC FOR
THE 2023 CONCRETE
REPLACEMENT PROJECT
IN THE AMOUNT NOT TO
EXCEED \$420,000.00

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

Resolution No. 58-2023

**TITLE: A RESOLUTION APPROVING AN AGREEMENT WITH ANDRAOS
CONSTRUCTION LLC FOR THE 2023 CONCRETE REPLACEMENT
PROJECT IN THE AMOUNT NOT TO EXCEED \$420,000.00**

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 Andraos
Construction LLC for the 2023 Concrete Replacement Project in the amount not to exceed
\$420,000.00, and the Mayor is authorized to execute the Agreement on behalf of the City.

RESOLVED AND PASSED this 28th day of June, 2023.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, CMC, City Clerk



CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 58-2023, a Resolution approving the 2023 concrete replacement project for the City of Black Hawk.

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

***MOTION TO APPROVE** Resolution 58-2023, a Resolution Approving an Agreement with Andraos Construction LLC for the 2023 Concrete Replacement Project in the amount not to exceed \$420,000.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Staff has been working to put together a package of concrete repairs along Main Street for months. It has been several years since we last completed any repairs due to staffing and covid issues. Staff worked with Andraos Construction LLC and Habitat Enterprises since last July to put together bids. At the last minute, Habitat Enterprises bailed and provided no bid.

All construction trades are difficult to get scheduled at this point, but Andraos has committed to completing the project this year. Work will include curb and gutter, drainage inlets, bridge deck repair, asphalt patching. If approved, staff will follow up with a formal city trade contractor agreement with necessary attachments.

AGENDA DATE: June 28, 2023

FUNDING SOURCE: 305-3101-431-7546 Street Overlay/inlets/stm drain

STAFF PERSON RESPONSIBLE: Steve Jackson

DOCUMENTS ATTACHED: proposal

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



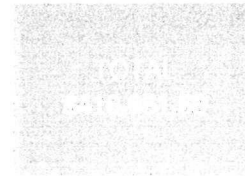
Andraos Construction LLC
9331 Commerce Center Street Unit A2
Highlands Ranch, CO 80129 US
+1 3039153703
www.andraosconstruction.com

Estimate 8929

ADDRESS

Steve Jackson
CITY OF BLACK HAWK
P.O. Box 68
Black Hawk, CO USA

DATE
07-27-2022



DATE
07-27-2022

JOB NAME

BLACKHAWK 2023

DESCRIPTION	AMOUNT
UPDATED PRICING FROM 07/22/2022	0.00
ESTIMATED BY: Will Wicker, Estimator If you have any questions, please contact me at: 720-272-9210 Cell will@andraosconstruction.com	0.00
ASPHALT SIDE OF BID - MAP IS ATTACHED AT BOTTOM OF BID FOR ASPHALT	0.00
SECTION 1 ASPHALT REMOVAL AND REPLACEMENT 6" THICK: Sawcut, remove, haul off and dispose of up to 448 SF of up to 6" thick asphalt at an approved recycle facility; finish grade and compact existing subgrade materials; lay up to 6" of new asphalt in 2 lifts using Grade S Hot Asphalt Plant Mix and Grade SX Hot Asphalt Plant Mix and compact to meet or exceed 95% Proctor density.	9,749.38
SECTION 2 MILL AND OVERLAY 9': (105 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install of petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	600.60
SECTION 3 MILL AND OVERLAY 9': (954 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install of petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	5,456.88

Thank you for your business!

DESCRIPTION	AMOUNT
SECTION 4	7,207.20
MILL AND OVERLAY 9': (1,260 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
SECTION 5	25,740.00
MILL AND OVERLAY 9': (4,500 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
SECTION 6	16,988.40
MILL AND OVERLAY 9': (2,970 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
SECTION 7	12,870.00
MILL AND OVERLAY 9': (2,250 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
SECTION 8	12,870.00
MILL AND OVERLAY 9': (2,250 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
SECTION 9	5,045.04
MILL AND OVERLAY 9': (882 SF) Mill up to 2" of existing asphalt; remove, haul off, and dispose of millings; clean area; apply CSS-1 tack oil; install petromat geosynthetic paving fabric; lay 2" of new hot asphalt paving in 1 lift using Grade SX Hot Asphalt Plant Mix and compact to 95% Proctor Density.	
CONCRETE SIDE OF BID	0.00

Thank you for your business!

DESCRIPTION	AMOUNT
<p>1.) REMOVE AND REPLACE CONCRETE INLET BEHIND Z CASINO RIGHT SIDE OF STREET: Saw-cut, remove, haul off and dispose of up to 4.5' x 5' existing inlet and 2' skirt; form and pour 4.5' x 5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	4,500.00
<p>OPTION FOR Z CASINO TO DO AS PER CONVERSATION WITH Z CASINO</p>	5,750.00
<p>2.) REMOVE AND REPLACE CONCRETE INLET BEHIND Z CASINO LEFT SIDE OF STREET: Saw-cut, remove, haul off and dispose of up to 4.5' x 7' existing inlet and 2' skirt; form and pour 4.5' x 7' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	
<p>3.) REMOVE AND REPLACE CONCRETE INLET ACROSS THE STREET FROM GILPIN: Saw-cut, remove, haul off and dispose of up to 4.5' x 11.5' existing inlet and 2' skirt; form and pour 4.5' x 11.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	6,800.00
<p>4.) REMOVE AND REPLACE 18" CURB AND GUTTER ACROSS FROM GILPIN: Sawcut, remove, haul off and dispose of up to 104 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 104 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	6,240.00
<p>5.) TRENCH DRAIN ACROSS STREET FROM BLACKHAWK BUILDING: Sawcut, demo, and haul off 37 LF 18" wide 4" thick concrete; form and pour up to 37 LF 18" wide 4" thick concrete; pour using 4500 PSI standard gray concrete mix with dowel reinforcement and broom finish.</p>	2,035.00
<p>6.) REMOVE AND REPLACE CONCRETE INLET AT THE END OF BLACKHAWK BUILDING: Saw-cut, remove, haul off and dispose of up to 4.5' x 6.5' existing inlet and 2' skirt; form and pour 4.5' x 6.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	5,500.00
<p>7.) REMOVE AND REPLACE CONCRETE INLET AT CORNER OF GILPIN PARKING DECK: Saw-cut, remove, haul off and dispose of up to 4.5' x 16.5' existing inlet and 3' skirt; form and pour 4.5' x 16.5' with 3' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	7,500.00
<p>8.) REMOVE AND REPLACE CONCRETE INLET IN FRONT OF BALLY'S: Saw-cut, remove, haul off and dispose of up to 4.5' x 23' existing inlet and 3' skirt; form and pour 4.5' x 23' with 3' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	11,500.00

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DESCRIPTION	AMOUNT
<p>9.) REMOVE AND REPLACE 18" CURB AND GUTTER IN FRONT OF BALLY'S BY INLET:</p> <p>Sawcut, remove, haul off and dispose of up to 11 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 11 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	660.00
<p>10.) REMOVE AND REPLACE CONCRETE INLET IN ISLAND IN FRONT OF BALLY'S:</p> <p>Saw-cut, remove, haul off and dispose of up to 4.5' x 16.5' existing inlet and 2' skirt; form and pour 4.5' x 16.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	7,500.00
<p>11.) REMOVE AND REPLACE CONCRETE SIDEWALK & CURB ON ISLAND:</p> <p>Saw-cut, remove, haul off and dispose of up to 89.3 SF of 6" thick concrete and 15 LF of Curb Head; finish and compact existing subgrade; form and pour up to 89.3 SF of new 6" thick concrete sidewalk and 15 LF of Curb Head using 4,500 PSI with RED CONCRETE Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.</p> <p>5 LF 6" Curb 4' x 5' Red concrete 6" with 2 white truncated domes 10 LF of 6" Curb 4' 2" x 16' 3" Red concrete</p> <p>NOTE: This is a minimum charge on the red concrete. As we have to order 5 Yard on all colored concrete</p>	4,500.00
<p>12.) REMOVE AND REPLACE 18" CURB AND GUTTER BALLY'S SOUTH CORNER DOWN TO BUS STOP:</p> <p>Sawcut, remove, haul off and dispose of up to 141 LF of 18" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 141 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	8,460.00
<p>13.) REMOVE AND REPLACE 18" CURB AND GUTTER ACROSS STREET FROM BUS STOP BY BALLY'S:</p> <p>Sawcut, remove, haul off and dispose of up to 16 LF of 18" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 16 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	960.00
<p>14.) REMOVE AND REPLACE 18" CURB AND GUTTER IN BUS STOP UNDER BALLY'S BRIDGE:</p> <p>Sawcut, remove, haul off and dispose of up to 30 LF of 18" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 30 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	1,800.00

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DESCRIPTION	AMOUNT
15.) REMOVE AND REPLACE 18" CURB AND GUTTER ON BOTH SIDES OF BALLY'S TRASH ENTRANCE: Sawcut, remove, haul off and dispose of up to 36 LF of 18" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 36 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.	2,160.00
16.) REMOVE AND REPLACE CONCRETE INLET BY BALLY'S PARKING LOT: Saw-cut, remove, haul off and dispose of up to 4.5' x 16.5' existing inlet and 2' skirt; form and pour 4.5' x 16.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	7,500.00
17.) REMOVE AND REPLACE CONCRETE BUS LANE IN FRONT OF BALLY'S : Sawcut, remove, haul off and dispose of up to 550 SF of 8" thick concrete; compact existing sub-grade; form and pour up to 500 SF of 8" thick concrete driveway using 4,500 PSI HIGH EARLY Mix with FIBERMESH reinforcement; hand-tool control joints and broom finish.	14,025.00
OPTIONAL SECTION OF REST OF BUS STOP PER REQUEST	12,036.00
18.) REMOVE AND REPLACE CONCRETE DRIVEWAY: Sawcut, remove, haul off and dispose of up to 472 SF of 8" thick concrete; compact existing sub-grade; form and pour up to 472 SF of 8" thick concrete driveway using 4,500 PSI HIGH EARLY Concrete Mix with FIBERMESH reinforcement; hand-tool control joints and broom finish.	
19.) REMOVE AND REPLACE 18" CURB AND GUTTER IN FRONT OF LADY LUCK'S PARKING DECK: Sawcut, remove, haul off and dispose of up to 22 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 22 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.	1,320.00
20.) REMOVE AND REPLACE 18" CURB AND GUTTER SECTION WITH PIPE ACROSS FROM PARKING DECK: Sawcut, remove, haul off and dispose of up to 8 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 8 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.	480.00
21.) REMOVE AND REPLACE CONCRETE INLET NORTH SIDE OF LADY LUCK BY CAFETERIA: Saw-cut, remove, haul off and dispose of up to 4.5' x 11.5' existing inlet and 2' skirt; form and pour 4.5' x 11.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	6,800.00
22.) REMOVE AND REPLACE CONCRETE INLET SOUTH SIDE OF LADY LUCK BY PARKING DECK: Saw-cut, remove, haul off and dispose of up to 4.5' x 16.5' existing inlet and 2' skirt; form and pour 4.5' x 16.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	7,500.00

Thank you for your business!

DESCRIPTION	AMOUNT
<p>23.) REMOVE AND REPLACE 18" CURB AND GUTTER ON BOTH SIDES OF SOUTH SIDE INLET (22): Sawcut, remove, haul off and dispose of up to 10 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 10 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	600.00
<p>24.) REMOVE AND REPLACE 18" CURB AND GUTTER ALONG LADY LUCK'S PARKING DECK TO BRIDGE: Sawcut, remove, haul off and dispose of up to 40 LF of 18" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 40 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	2,400.00
<p>25.) REMOVE AND REPLACE CONCRETE DRAIN PAN: Sawcut, remove, haul off up to 29 LF of 18" wide and 6" thick concrete; finish and compact existing sub-grade; form off existing asphalt or concrete surfaces and pour up to 29 LF of 18" wide and 6" thick concrete drain pan using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.</p>	1,595.00
<p>26.) REMOVE AND REPLACE CONCRETE INLET SOUTH OF LADY LUCK BRIDGE SOUTH OF ROAD: Saw-cut, remove, haul off and dispose of up to 4' x 11.5' existing inlet and 2' skirt; form and pour 4' x 11.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	6,500.00
<p>27.) REMOVE AND REPLACE CONCRETE INLET SOUTH OF LADY LUCK BRIDGE NORTH OF ROAD: Saw-cut, remove, haul off and dispose of up to 4.5' x 11.5' existing inlet and 2' skirt; form and pour 4.5' x 11.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	6,800.00
<p>28.) REMOVE AND REPLACE CONCRETE SIDEWALK LADY LUCK PARKING SOUTHEAST OF BRIDGE: Saw-cut, remove, haul off and dispose of up to 205 SF of 4" thick concrete; finish and compact existing subgrade; form and pour up to 205 SF of new 4" thick concrete sidewalk using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.</p>	4,100.00
<p>29.) REMOVE AND REPLACE CONCRETE PAN LADY LUCK ENTRANCE BY DISPLAYED VEHICLES: Sawcut, remove, haul off up to 123 LF of 24" wide and 6" thick concrete; finish and compact existing sub-grade; form off existing asphalt or concrete surfaces and pour up to 123 LF of 24" wide and 6" thick concrete drain pan using 4,500 PSI Standard Gray Concrete Mix with WIREMESH and DOWELS 24" OC reinforcement; hand-tool control joints and broom finish.</p>	2,706.00

DESCRIPTION	AMOUNT
<p>30.) REMOVE AND REPLACE CONCRETE INLET SOUTH CORNER OF LADY LUCK:</p> <p>Saw-cut, remove, haul off and dispose of up to 4.5' x 11.5' existing inlet and 2' skirt; form and pour 4.5' x 11.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	6,800.00
<p>31.) REMOVE AND REPLACE 18" CURB AND GUTTER BY (30) INLET ON CORNER OF MAIN:</p> <p>Sawcut, remove, haul off and dispose of up to 22 LF of 18" concrete curb and gutter; finish and compact subgrade material; form and pour up to 22 LF of new 18" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.</p>	1,320.00
<p>32.) REMOVE AND REPLACE CONCRETE INLETS SOUTHWEST OF INTERSECTION ON BOTH SIDES OF MINERS:</p> <p>Saw-cut, remove, haul off and dispose of up to 2 - 3.5' x 12' existing inlet and 2' skirt; form and pour 2 - 3.5' x 12' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	12,000.00
<p>33.) REMOVE AND REPLACE CONCRETE INLETS WEST SIDE OF MINERS AT CORNER OF MAIN:</p> <p>Saw-cut, remove, haul off and dispose of up to 17' x 4' existing inlet and 3' skirt; form and pour 17' x 4' with 3' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	7,800.00
<p>34.) REMOVE AND REPLACE CONCRETE SIDEWALK BY (33) INLET:</p> <p>Saw-cut, remove, haul off and dispose of up to 41.25 SF of 6" thick concrete with 6" curb head; finish and compact existing subgrade; form and pour up to 41.25 SF of new 6" thick concrete sidewalk with 6" curb head using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.</p>	840.00
<p>35.) REMOVE AND REPLACE CONCRETE DRAIN PAN WESTSIDE OF MINERS BY (33-34):</p> <p>Sawcut, remove, haul off up to 54 LF of 46" wide and 6" thick concrete with 6" curb; finish and compact existing sub-grade; form off existing asphalt or concrete surfaces and pour up to 54 LF of 46" wide and 6" thick concrete drain pan with 6" curb using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.</p>	2,970.00
<p>36.) REMOVE AND REPLACE CONCRETE INLETS MID EAST SIDE OF MINERS :</p> <p>Saw-cut, remove, haul off and dispose of up to 4.5' x 11.5' existing inlet and 3.5' skirt; form and pour 4.5' x 11.5' with 3.5' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.</p>	6,500.00

DESCRIPTION	AMOUNT
37.) REMOVE AND REPLACE CONCRETE DRAIN PAN NORTH EAST SIDE OF MINERS: Sawcut, remove, haul off up to 53 LF of 46" wide and 6" thick concrete with 6" curb; finish and compact existing sub-grade; form off existing asphalt or concrete surfaces and pour up to 53 LF of 46" wide and 6" thick concrete drain pan with 6" curb using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.	2,915.00
38.) REMOVE AND REPLACE CONCRETE INLETS SOUTH EAST SIDE OF MINERS ON CORNER: Saw-cut, remove, haul off and dispose of up to 4.5' x 33.5' existing inlet and 3' skirt; form and pour 4.5' x 33.5' with 3' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	14,000.00
39.) PATCH REPAIR BY FIRE HYDRANT IN FRONT OF HORSESHOE: Patch repair (2) area in concrete using Premier Epoxy Patch material.	500.00
40.) REMOVE AND REPLACE CONCRETE INLET ON NORTH SIDE OF MAIN BY MONARCH: Saw-cut, remove, haul off and dispose of up to 4' x 6.5' existing inlet and 2' skirt; form and pour 4' x 6.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	5,500.00
41.) REMOVE AND REPLACE CONCRETE INLET ON SOUTH SIDE OF MAIN BY HORSESHOE: Saw-cut, remove, haul off and dispose of up to 4' x 6.5' existing inlet and 2' skirt; form and pour 4' x 6.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	5,500.00
42.) REMOVE AND REPLACE CONCRETE INLETS (4) ALONG MAIN STREET FROM THE END OF MONARCH TO THE LIGHT (All 4 were the same size): Saw-cut, remove, haul off and dispose of up to (4) 4' x 6.5' existing inlet and 2' skirt; form and pour (4) 4' x 6.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	22,000.00
43.) REMOVE AND REPLACE 32" CURB AND GUTTER: Sawcut, remove, haul off and dispose of up to 144 LF of 32" concrete curb and gutter; finish and compact subgrade material; form and pour up to 144 LF of new 32" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.	10,800.00
NOTE: This is 4 different areas combined into 1 down by the east end of town 72 LF 24 LF 24 LF 24 LF	
LARGE ISLAND AT EAST INTERSECTION	0.00

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DESCRIPTION	AMOUNT
44.) REMOVE AND REPLACE 20" CURB AND GUTTER AROUND ISLAND: Sawcut, remove, haul off and dispose of up to 200 LF of 20" concrete curb and gutter; finish and compact sub-grade material; form and pour up to 200 LF of new 20" curb and gutter using 4,500 PSI Standard Gray Concrete Mix, hand-tool control joints and broom finish.	12,000.00
45.) NEW 6" CURB HEAD: Sawcut, remove, haul off and dispose of up to 73 LF of 6" wide 8" concrete curb; Finish and compact existing sub-grade; form and pour up to 73 LF of 6" wide and 8" thick concrete curb head using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish.	2,920.00
46.) REMOVE AND REPLACE CONCRETE SIDEWALK ISLAND : Saw-cut, remove, haul off and dispose of up to 1,106 SF of 6" thick concrete; finish and compact existing subgrade; form and pour up to 1,106 SF of new 6" thick concrete sidewalk using 4,500 PSI RED CONCRETE Mix with WIRMESH reinforcement; hand-tool control joints and broom finish.	24,332.00
47.) REMOVE AND REPLACE CONCRETE INLET IN MIDDLE OF ISLAND: Saw-cut, remove, haul off and dispose of up to 4' x 6.5' existing inlet and 2' skirt; form and pour 4' x 6.5' with 2' skirt using concrete INLET using 4,500 PSI Standard Gray Concrete Mix with WIREMESH reinforcement; hand-tool control joints and broom finish top.	5,500.00
48.) BUDGETARY TRAFFIC CONTROL: This item is for any flagging, road control or road closer needed to perform work. This is a budgetary number as the exact number will not be known until the work is completed. Any portion that is not used will be credited back on the final invoice.	20,000.00

