



## REGULAR MEETING AGENDA

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

January 8, 2020  
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: December 11, 2019

#### 7. PUBLIC HEARINGS:

None

#### 8. ACTION ITEMS:

- A. Local Liquor Licensing Authority Consideration of a Transfer of Ownership for Z Casino Blackhawk Operator LLC dba Z Casino
- B. Resolution 1-2020, A Resolution Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S § 24-6-402(2)(c)
- C. Resolution 2-2020, A Resolution Approving Certain Service Agreements for Calendar Year 2020 (CP&D)
- D. Resolution 3-2020, A Resolution Approving the Purchase of Two (2) 2020 Ford Explorer Police Vehicles from Phil Long Ford in an Amount Not to Exceed \$83,750.00

#### 9. CITY MANAGER REPORTS:

#### 10. CITY ATTORNEY:

#### 11. EXECUTIVE SESSION:

#### 12. ADJOURNMENT:

### MISSION STATEMENT

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



**City of Black Hawk  
City Council**

**December 11, 2019**

**MEETING MINUTES**

City Clerk/Administrative Services Director Melissa Greiner rang the bell to open the last meeting of the year.

1. CALL TO ORDER: The regular meeting of the City Council was called to order on Wednesday, December 11, 2019, at 3:00 p.m. by Mayor Spellman.

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

Staff present: City Attorney Hoffmann, City Manager Cole, Fire Chief Woolley, Police Chief Lloyd, Finance Director Hillis, City Clerk/Administrative Services Director Greiner, Public Works Director Isbester, Senior Civil Engineer Reed, Community Planning & Development Director Linker, and Deputy City Clerk Martin.

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

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

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

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

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



6. APPROVAL OF  
MINUTES:

November 13, 2019

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

There was no discussion, and the motion passed unanimously.

7. PUBLIC HEARINGS:

**A. CB27, An Ordinance Adopting the City of Black Hawk 2020 Pay Plan**

Mayor Spellman read the title and opened the public hearing.

City Clerk/Administrative Services Director Greiner introduced the annual Compensation Plan. She said staff recommends a 3.41% market adjustment increase based on salary surveys of Black Hawk's survey cities.

Also included were a reorganization for Community Planning and Development recommended from the HR Green Study; reclassification of job descriptions for the HR Generalist and Account positions, to reinstate the Executive Administrative Assistant job description, which was to be downgraded to Administrative Assistant any time someone in that position was to leave, and leaving the option up to each Director's Department, revising certain Fire Department job descriptions, and a new Police Recruit job description for the Police Department. Police. She added that the Public Works Department would be reorganizing and asking for two new positions based on the HR Green study, but that won't be coming forth until early 2020. All the details were contained in the packet. Alderman Torres voiced concern over the reorganization of the Planning Department, and Community Planning and Development Director Linker confirmed that she feels this will be the best for the department and will be managed efficiently. Alderman Midcap asked about the Police Department position and was told it would allow for a broader pool of people to help fill vacant positions.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB27, an Ordinance adopting the City of Black Hawk 2020 Pay Plan open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO**

**APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve CB27, an Ordinance adopting the City of Black Hawk 2020 Pay Plan.

**MOTION PASSED**

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

**B. CB28, A Bill for an Ordinance Amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code Regarding Retail Marijuana Establishments**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann introduced this item and spoke to the latest state change to allow both out of state entities and publically traded entities to hold Marijuana Licenses. He said by approving this ordinance would bring the City into compliance with state regulations, and it is not a coincidence that TGS has submitted a Transfer of Ownership to the Clerk's office transferring to a publically traded company.

Kyle Speidell, Co-President of TGS at 231 Gregory Street, was present to discuss the state changes through a recent House Bill and how it will change the dynamics of the industry. Columbia Care, he said, is a national multi-state operator based out of Canada that holds hundreds of licenses, and by that connection, there are significant resources they can put into their organization, expansion into the state, and allow the Speidell family to be a part of that journey, as they will still manage operations for the store in Black Hawk, so we will not see any changes in a management perspective.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB28, a Bill for an Ordinance amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code regarding Retail Marijuana Establishments open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Moates to approve CB28, a Bill for an Ordinance amending Article XVIII of Chapter 6 of the Black Hawk Municipal Code regarding Retail Marijuana Establishments.

**MOTION PASSED**

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

**C. CB29, A Bill for an Ordinance Amending Section 11-2 of the Black Hawk Municipal Code to Clarify Responsibility for Sidewalk Maintenance**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann said there had been a concern for some time now regarding the division of responsibility for the maintenance of sidewalks and this ordinance defines a clear responsibility for adjacent property owners and the City.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB29, a Bill for an Ordinance amending Section 11-2 of the Black Hawk Municipal Code to clarify responsibility for sidewalk maintenance open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve CB29, a Bill for an Ordinance amending Section 11-2 of the Black Hawk Municipal Code to clarify responsibility for sidewalk maintenance.

**MOTION PASSED**

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

**D. CB30, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and Timberline Fire Protection District for the Completion of Fire Inspections, Plan Review, and Life Safety Testing by the Black Hawk Fire Department’s Fire Inspector within the Jurisdictional Boundaries of the Timberline Fire Protection District**

Mayor Spellman read the title and opened the public hearing.

Fire Chief Woolley introduced this as a housekeeping item, as they are currently performing and testing for Timberline Fire Protection District on a verbal agreement, and this would formalize it.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB230, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk and Timberline Fire Protection District for the completion of Fire Inspections, Plan Review, and Life Safety Testing by the Black Hawk Fire Department’s Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Torres to approve CB230, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk and Timberline Fire Protection District for the completion of Fire Inspections, Plan Review, and Life Safety Testing by the Black Hawk Fire Department's Fire Inspector within the jurisdictional boundaries of the Timberline Fire Protection District.

**MOTION PASSED**

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

**E. CB31, An Ordinance Approving the Intergovernmental Agreement Between the City of Black Hawk and the Gilpin Ambulance Authority Regarding Maintenance of the Authority's Ambulances**

Mayor Spellman read the title and opened the public hearing.

Public Works Director Isbester introduced this annual renewal. He confirmed that the costs would increase come next renewal by \$30/hour to stay competitive with other shops.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB31, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority's Ambulances open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve CB31, an Ordinance approving the Intergovernmental Agreement between the City of Black Hawk and the Gilpin Ambulance Authority regarding maintenance of the Authority's Ambulances.

**MOTION PASSED**

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

**F. CB32, An Ordinance Approving the Police Recruit Training Agreement Between the City of Black Hawk and the City of Lakewood**

Mayor Spellman read the title and opened the public hearing.

Police Chief Lloyd said this is the agreement with the City of Lakewood for the financing of the Police Recruit training that takes place at the Lakewood and Jefferson County Joint Police Academy; the job description was discussed earlier under the Compensation Plan.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB32, an Ordinance approving the Police Recruit Training Agreement between the City of Black Hawk and the City of Lakewood open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve CB32, an Ordinance approving the Police Recruit Training Agreement between the City of Black Hawk and the City of Lakewood.

**MOTION PASSED**

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

**8. ACTION ITEMS:**

**A. CB24, An Ordinance Levying General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the City of Black Hawk, Colorado for the 2020 Budget Year**

Mayor Spellman read the title.

Finance Director Hillis informed Council that the City’s property tax mill levy was set at .035 mills to generate about \$10,500.00. City Attorney Hoffmann wanted to note for the record that the public hearing for this ordinance already took place at the last meeting on November 13, but the City was waiting for the final numbers to have Council consider the ordinance.

**MOTION TO  
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Armbright to approve CB24, an Ordinance levying general property taxes for the Year 2019 to help defray the costs of government for the City of Black Hawk, Colorado for the 2020 Budget Year.

**MOTION PASSED**

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

**B. Resolution 78-2019, A Resolution Approving the Fourth Addendum to the Agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2020 Between MV Transportation, Inc. and the City of Black Hawk**

Mayor Spellman read the title.

Public Works Director Isbester said this was the usual annual renewal agreement.

**MOTION TO APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 78-2019, a Resolution approving the Fourth Addendum to the agreement for Transit Related Services for the Black Hawk & Central City Tramway for 2020 between MV Transportation, Inc. and the City of Black Hawk.

**MOTION PASSED**

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

**C. Resolution 79-2019, A Resolution Approving the Eighth Addendum to Personal Services Agreement with 5280 Strategies, LLC**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner said this was the usual annual renewal agreement, and there are no changes.

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 79-2019, a Resolution approving the Eighth Addendum to Personal Services Agreement with 5280 Strategies, LLC.

**MOTION PASSED**

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

**D. Resolution 80-2019, A Resolution Adopting the 2020 City Council Regular Meeting Schedule**

**E. Resolution 81-2019, A Resolution Adopting the 2020 Holiday Schedule**

Mayor Spellman combined the items and read the titles.

City Clerk/Administrative Services Director Greiner was available for any questions.

**MOTION TO**

**APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 80-2019, a Resolution adopting the 2020 City Council Regular Meeting Schedule and Resolution 81-2019, a Resolution adopting the 2020 Holiday Schedule.

**MOTION PASSED**

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

**F. Resolution 82-2019, A Resolution Approving the 2020 Contract with Pinnacol Assurance for Workers' Compensation Insurance**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained the quote received by Pinnacol. She said it is 13% lower than 2018 premiums due to a significant overall rate decrease by Pinnacol and the City's ability to manage their claims.

**MOTION TO APPROVE**

Alderman Torres **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 82-2019, a Resolution approving the 2020 contract with Pinnacol Assurance for Workers' Compensation Insurance.

**MOTION PASSED**

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

**G. Resolution 83-2019, A Resolution Approving the Second Addendum to Personal Services Agreement with M & C Communications, LLC**

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner introduced this item and said the services would remain the same for 2020, but there will be a fee increase of \$500 per month based on the average number of weekly hours they have worked for the City. She said next year staff would consider the viability of continuing this or manage it differently through the City. Mayor Spellman added for instance, that perhaps the City would acquire their drone(s).

**MOTION TO APPROVE**

Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 83-2019, a Resolution approving the Second Addendum to Personal Services Agreement with M & C Communications, LLC.

**MOTION PASSED**

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



**H. Resolution 84-2019, A Resolution Approving Amendment No. 3 to the Construction Manager/General Contractor Agreement Executed on February 27, 2019 Between the City of Black Hawk and Roche Constructors, Inc. Increasing the Guaranteed Maximum Price (GMP) by \$535,800 for the Purpose of Rehabilitating the Exterior of the Historic Church Building at 331 Gregory Street**

Mayor Spellman read the title.

Senior Civil Engineer Reed introduced this item, which adds to the existing Roche agreement, the exterior rehabilitation to the historic church building to include paint removal, mortar replacement, and to replace any deteriorating or broken bricks. He said Roche would subcontract out to Hydro-Tech who was the contractor that rehabilitated City Hall's exterior. He said they did put an allowance in the amendment that incorporates the worst-case scenario so that they would not have a repeat of the changes that took place with City Hall. Mayor Spellman said he and Community Planning and Development Director Linker discussed the potential to submit for some preservation awards once it is finished.

**MOTION TO APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 84-2019, a Resolution approving Amendment No. 3 to the Construction Manager/General Contractor Agreement executed on February 27, 2019 between the City of Black Hawk and Roche Constructors, Inc. increasing the Guaranteed Maximum Price (GMP) by \$535,800 for the purpose of rehabilitating the exterior of the historic church building at 331 Gregory Street.

**MOTION PASSED**

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

**9. CITY MANAGER REPORTS:**

City Manager Cole asked for Council's consideration of the budgeted annual employee bonus of 3%. A **MOTION** was made by Alderman Johnson to approve the annual employee bonus of 3%, **SECONDED** by Alderman Armbright, and approved unanimously.

**10. CITY ATTORNEY:**

City Attorney Hoffmann had nothing to report.

**11. EXECUTIVE SESSION:**

City Attorney Hoffmann recommended item number 5 only for Executive Session.

**MOTION TO**



**ADJOURN INTO  
EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:40 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:40 p.m.

**MOTION PASSED**

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

**12. ADJOURNMENT:**

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:40 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor

**TRANSFER OF  
OWNERSHIP LIQUOR  
LICENSE FROM Z CASINO  
BLACKHAWK OPERATOR  
LLC DBA Z CASINO**

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Transfer of liquor license ownership from

**RECOMMENDATION:** Staff recommends the following motion:

**MOTION TO APPROVE** Transfer of Liquor License Ownership to Z Casino Blackhawk Operator LLC dba Z Casino

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City issued a Temporary Liquor License Permit to Z Casino Blackhawk Operator LLC on December 13, 2019, pending transfer of ownership. The Application for Temporary Liquor License Permit Pending was received and deemed complete on December 9, 2019.

The Temporary Liquor License Permit is valid for 120 days or until the State of Colorado Liquor & Tobacco Enforcement Division approves the Transfer of Ownership.

Staff recommends approval of the Transfer of Liquor License Ownership to Z Casino Blackhawk Operator LLC with the following condition:

Submission of Wholesale Affidavits

**AGENDA DATE:** January 8, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



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

Stephen N. Cole, Acting City Manager



**THIS LICENSE MUST BE POSTED IN PUBLIC VIEW**

## **TEMPORARY LIQUOR LICENSE PERMIT**

Applicant Name: **Z Casino Blackhawk Operator LLC**  
Trade Name: **Z Casino**  
Liquor License Type: **Hotel & Restaurant**  
Authorized Beverages: **Malt, Vinous and Spirituous Liquor**  
Liquor License Address: **101 Gregory Street, Black Hawk, CO**

**Effective Date: December 13, 2019**  
**valid for 120 days to: April 11, 2020**

This Permit is issued subject to the Laws of the State of Colorado and especially under the provisions of Articles 3, of Title 44, Colorado Revised Statutes, as amended and the Ordinances of the City of Black Hawk, insofar as the same may be applicable.

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Melissa A. Greiner, CMC, City Clerk

Fee Paid - \$100





RECEIVED

DEC 09 2019

City of Black Hawk  
Clerk's Office



CITY OF BLACK HAWK  
APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT  
PENDING TRANSFER OF OWNERSHIP

FEE: \$100

**NOTICE:** Any individual or corporation applying for a temporary permit is charged with the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in C.R.S. Title 44, Articles 3 and 4. This application shall be filed no later than thirty (30) days after the filing of an application for Transfer of Ownership (state form) with all attachments to the City Clerk's Office.

Applicant Name: Z Casino Blackhawk Operator LLC

Trade Name: Z Casino

Business Address: 101 Gregory Street Black Hawk, CO 80422

Mailing Address  
(if different): PO Box 49, Black Hawk, CO 80422

Phone: 303-271-2500

Current Licensee: Bullwackers Casino Inc.

Trade Name: Same as above

Current State Liquor  
License Number: 14-46003-0000

Type of License: Hotel & Restaurant (City)


**NOTE:** A temporary liquor license permit may be issued only if a **completed application** for a transfer of ownership along with all required documentation and associated fees has been submitted to the City of Black Hawk, City Clerk's Office, 201 Selak Street, PO Box 68, Black Hawk, CO 80422.

A temporary liquor license permit is valid for no more than one hundred twenty (120) days from the date of issuance and is automatically void upon completion of the transfer of ownership and issuance of a new permanent liquor license in the name of the above applicant by the Colorado Division of Liquor Enforcement and the City of Black Hawk Local Licensing Authority.

This permit may be canceled, revoked, or summarily suspended if the Local or State Licensing Authority determines there is probable cause to believe that the transferee has violated any provision of the Colorado Liquor/Beer Code or has violated any rule or regulation adopted by the Local or State Licensing Authority or has failed to truthfully disclose those matters required pursuant to the application forms.

I understand that I have the option to withdraw the application for the transfer of the license and file an application for the issuance of a new liquor license.

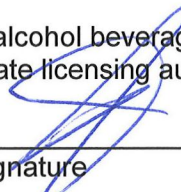
Eric Persson  
Applicant's Printed Name

  
Signature

Date: 11/5/18

I declare under penalty of perjury that all accounts for alcohol beverages sold to the applicant are paid, and attached is the statement made to the state licensing authority.

John S. Zimpel  
Current Licensee's Printed Name

  
Signature


Date: 12-9-19

*Do not write in this space - for City of Black Hawk use only*

Date Received: <u>1<sup>st</sup> draft 11/18/19</u>	<i>Deemed Complete 12/9/19</i>	License No.: _____
Date Issued: <u>1<sup>st</sup> d</u>		Date Expires: _____
Date Transfer App was received: _____		Fee Received: _____
<p>Permit to be issued within five working days after the receipt of the application. The permit may be extended, at the City's discretion, for an additional sixty days if the transfer of license has not been granted or denied within the one-hundred-twenty-day period.</p>		

I understand that I have the option to withdraw the application for the transfer of the license and file an application for the issuance of a new liquor license.

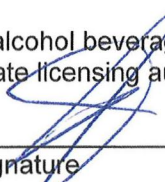
Eric Persson  
Applicant's Printed Name

  
Signature

Date: 11/5/19

I declare under penalty of perjury that all accounts for alcohol beverages sold to the applicant are paid, and attached is the statement made to the state licensing authority.

John S. Zimpel  
Current Licensee's Printed Name

  
Signature

Date: 12-9-19

*Do not write in this space - for City of Black Hawk use only*

Date Received: <u>12/2/19 &amp; 12/9/19</u>	License No.: _____
Date Issued: _____	Date Expires: _____
Date Transfer App was received: <u>1st draft 11/18/19</u> Fee Received: <u>\$100</u> <u>Deemed complete 12/9/19</u>	
Permit to be issued within five working days after the receipt of the application. The permit may be extended, at the City's discretion, for an additional sixty days if the transfer of license has not been granted or denied within the one-hundred-twenty-day period.	

**MAVERICK GAMING LLC**

2926 MONTESSOURI ST  
LAS VEGAS, NV 89117

1003



DATE 11/8/19

PAY TO THE ORDER OF City of Black Hawk

\$ 925.<sup>00</sup>

Nine-hundred, twenty-five

xx DOLLARS

NEVADA STATE BANK  
THE DOOR TO YOUR FUTURE  
P.O. Box 990, Las Vegas, NV 89125  
www.nsbank.com

FOR Liquor Application

*mgtr*

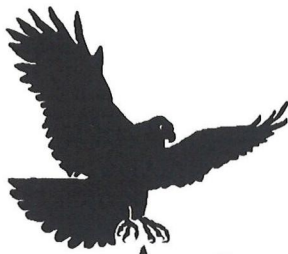
⑈00001003⑈ ⑆122400779⑆ 982046039⑈

Transfer = \$ 750

H/R = \$ 75

Temp = \$ 100





BLACK HAWK®

## AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303 the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 5<sup>th</sup> day of December, 2019

**SELLER:** Bullwhackers Casino Inc.

**BUYER:** Z Casino Black Hawk Operator LLC

(Current Licensee, License number)

(Applicant Name – listed on #2 of the State DR forms)

Trade Name: Z Casino

Trade Name: Z Casino

Sign: \_\_\_\_\_

Sign: Eric Persson

Print: \_\_\_\_\_

Print: Eric Persson

Title: \_\_\_\_\_

Title: Manager

State of ~~Colorado~~ Nevada

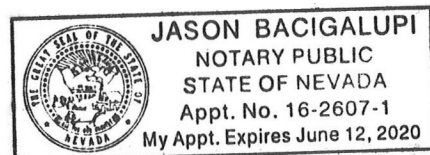
County of Clark

Subscribed and sworn to before me this 5<sup>th</sup> day of December, 2019

by: Jason Bacigalupe

Notary Public: \_\_\_\_\_

My Commission Expires: 6/12/2020 Seal:



RECEIVED

DEC 02 2019

City of Black Hawk  
Clerk's Office



## AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303 the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this \_\_\_\_\_ day of November, 2019

SELLER: Bullwhackers Casino Inc. BUYER: Z Casino Black Hawk Operator LLC

(Current Licensee, License number)

(Applicant Name – listed on #2 of the State DR forms)

Trade Name: Z Casino

Trade Name: Z Casino

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: John Zimpel

Print: Eric Persson

Title: Managing Member

Title: Manager

State of Colorado

County of Denver

Subscribed and sworn to before me this 20 day of November 2019

by: John Zimpel

Notary Public: \_\_\_\_\_

My Commission Expires: Jan 22, 2023 Seal:

SABRINA READ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194002852  
MY COMMISSION EXPIRES JAN. 22, 2023

# Colorado Liquor Retail License Application

<div><input type="checkbox"/> New License</div> <div><input type="checkbox"/> New-Concurrent</div> <div><input checked="" type="checkbox"/> Transfer of Ownership</div> <div><input type="checkbox"/> State Property Only</div>			
<div><div>All answers must be printed in black ink or typewritten</div><div>Applicant must check the appropriate box(es)</div><div>Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a></div></div>			
1. Applicant is applying as a/an <div><div><input type="checkbox"/> Individual</div><div><input checked="" type="checkbox"/> Limited Liability Company</div><div><input type="checkbox"/> Association or Other</div><div><input type="checkbox"/> Corporation</div><div><input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)</div></div>			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <div>Z Casino Black Hawk Operator LLC</div>			FEIN Number <div>89-3129123</div>
2a. Trade Name of Establishment (DBA) <div>Z Casino</div>		State Sales Tax Number <div>pending</div>	Business Telephone <div>303-271-2500</div>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <div>101 Gregory Street</div>			
City <div>Black Hawk</div>		County <div>Gilpin</div>	State <div>CO</div> ZIP Code <div>80422</div>
4. Mailing Address (Number and Street) <div>2926 Montessori Street</div>		City or Town <div>Las Vegas</div>	State <div>NV</div> ZIP Code <div>89117</div>
5. Email Address <div>jb@maverickgaming.com</div>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <div>Z Casino</div>		Present State License Number <div>14-46003-0000</div>	Present Class of License <div>Hotel &amp; Rest (City)</div> Present Expiration Date <div>06/24/20</div>
<b>Section A</b> Nonrefundable Application Fees		<b>Section B (Cont.)</b> Liquor License Fees	
<div><input type="checkbox"/> Application Fee for New License.....\$1,550.00</div> <div><input type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$1,650.00</div> <div><input checked="" type="checkbox"/> Application Fee for Transfer.....\$1,550.00</div>		<div><input type="checkbox"/> Lodging &amp; Entertainment - L&amp;E (County).....\$500.00</div> <div><input type="checkbox"/> Manager Registration - H &amp; R.....\$75.00</div> <div><input type="checkbox"/> Manager Registration - Tavern.....\$75.00</div> <div><input type="checkbox"/> Manager Registration - Lodging &amp; Entertainment.....\$75.00</div> <div><input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00</div>	
<b>Section B</b> Liquor License Fees			
<div><input type="checkbox"/> Add Optional Premises to H &amp; R.....\$100.00 X _____ Total _____</div> <div><input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____</div> <div><input type="checkbox"/> Add Sidewalk Service Area.....\$75.00</div> <div><input type="checkbox"/> Arts License (City).....\$308.75</div> <div><input type="checkbox"/> Arts License (County).....\$308.75</div> <div><input type="checkbox"/> Beer and Wine License (City).....\$351.25</div> <div><input type="checkbox"/> Beer and Wine License (County).....\$436.25</div> <div><input type="checkbox"/> Brew Pub License (City).....\$750.00</div> <div><input type="checkbox"/> Brew Pub License (County).....\$750.00</div> <div><input type="checkbox"/> Campus Liquor Complex (City).....\$500.00</div> <div><input type="checkbox"/> Campus Liquor Complex (County).....\$500.00</div> <div><input type="checkbox"/> Campus Liquor Complex (State).....\$500.00</div> <div><input type="checkbox"/> Club License (City).....\$308.75</div> <div><input type="checkbox"/> Club License (County).....\$308.75</div> <div><input type="checkbox"/> Distillery Pub License (City).....\$750.00</div> <div><input type="checkbox"/> Distillery Pub License (County).....\$750.00</div> <div><input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00</div> <div><input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00</div> <div><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00</div> <div><input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00</div> <div><input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50</div> <div><input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50</div> <div><input type="checkbox"/> Lodging &amp; Entertainment - L&amp;E (City).....\$500.00</div>		<div><input type="checkbox"/> Master File Location Fee.....\$25.00 X _____ Total _____</div> <div><input type="checkbox"/> Master File Background.....\$250.00 X _____ Total _____</div> <div><input type="checkbox"/> Optional Premises License (City).....\$500.00</div> <div><input type="checkbox"/> Optional Premises License (County).....\$500.00</div> <div><input type="checkbox"/> Racetrack License (City).....\$500.00</div> <div><input type="checkbox"/> Racetrack License (County).....\$500.00</div> <div><input type="checkbox"/> Resort Complex License (City).....\$500.00</div> <div><input type="checkbox"/> Resort Complex License (County).....\$500.00</div> <div><input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00</div> <div><input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00</div> <div><input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00</div> <div><input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00</div> <div><input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00</div> <div><input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50</div> <div><input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50</div> <div><input type="checkbox"/> Retail Liquor Store (City).....\$227.50</div> <div><input type="checkbox"/> Retail Liquor Store (County).....\$312.50</div> <div><input type="checkbox"/> Tavern License (City).....\$500.00</div> <div><input type="checkbox"/> Tavern License (County).....\$500.00</div> <div><input type="checkbox"/> Vintners Restaurant License (City).....\$750.00</div> <div><input type="checkbox"/> Vintners Restaurant License (County).....\$750.00</div>	
Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$



## Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
<b>I.</b>	<b>Applicant information</b> <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input checked="" type="checkbox"/> E. All sections of the application need to be completed
<b>II.</b>	<b>Diagram of the premises</b> <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>IdentoGO FAQs:</b> <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input checked="" type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input checked="" type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name <b>Z Casino Black Hawk Operator LLC</b>		Type of License <b>Hotel &amp; Restaurant (City)</b>		Account Number <b>14-46003-0000</b>	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>					
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input checked="" type="checkbox"/>
13 b. Are you a Colorado resident?					<input type="checkbox"/> <input checked="" type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>See Attached</b>					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?					<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) <u>Note: Mr. Persson is the indirect majority owner of Maverick Z Casinos LLC.</u>					
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:					
Landlord <b>Maverick Z Casinos LLC</b>		Tenant <b>Z Casino Black Hawk Operator LLC</b>		Expires <b>12/11/2024</b>	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name <b>Maverick Z Casinos LLC</b>		First Name		Date of Birth	FEIN or SSN <b>83-3169224</b>
					Interest/Percentage <b>0%</b>
Last Name		First Name		Date of Birth	FEIN or SSN
					Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					<input type="text"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:					
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?					<input type="checkbox"/> <input type="checkbox"/>
If "yes" a copy of license must be attached.					

Eric Persson is a Manager and majority owner of Maverick Gaming LLC, which indirectly owns 100% of the following liquor licensees in Washington:

- NG Washington, LLC
  - Tradename #1: Crazy Moose Casino, 510 South 20th Street, Pasco, WA 99301
  - Tradename #2: Crazy Moose Casino, 22003 66th Ave W, Mountlake Terrace, WA 98043
  - Tradename #3: Coyote Bob's Casino, 3014 W Kennewick Ave, Kennewick, WA 99336
- NG Washington II Holdings LLC
  - Tradename #1: Silver Dollar Casino SeaTac, 19222 International Boulevard, Seatac, WA 98188
  - Tradename #2: Club Hollywood Casino, 16716 Aurora Ave N, Seattle, WA 98133
  - Tradename #3: Silver Dollar Casino Renton, 3100 East Valley Road, Renton, WA 98057
  - Tradename #4: Royal Casino, 13010 Highway 99 South, Everett, WA 98204
  - Tradename #5: Silver Dollar Casino Millcreek, 17917 Bothell Everett Highway, Bothell, WA 98012
- NG Washington III, LLC
  - Tradename #1: Red Dragon Casino, 21917 Highway 99, Mountlake Terrace, WA 98043
- The Royal Club Limited Liability Company
  - Tradename #1: Roman Casino, 11829 Renton Ave S, Seattle, WA 98178
- Grand Central Casino, Inc
  - Tradename #1: Great American Casino, 10117 S. Tacoma Way, Lakewood, WA 98499
- Pair O'Dice Investments, LLC
  - Tradename #1: Great American Casino Everett, 12715 4th Ave. W. Everett, WA 98204
- Evergreen Entertainment Corporation
  - Tradename #1: Great American Casino, 14040 Interurban Ave. S. Tukwila, WA 98168
- Maverick Kirkland LLC
  - Tradename #1: Caribbean Cardroom, 12530 NE 144th Street, Kirkland, WA 98034
- Maverick Kirkland II LLC
  - Tradename #1: Casino Caribbean, 12526 NE 144th Street, Kirkland, WA 98034
- Maverick Tukwila LLC
  - Tradename #1: Macau Casino, 5700 Southcenter Blvd., Tukwila, WA 98188
- Maverick Lakewood LLC
  - Tradename #1: Macau Casino, 9811 S. Tacoma Way, Lakewood, WA 98499
- Maverick Yakima LLC
  - Tradename #1: Casino Caribbean, 1901 Boggess Lane, Yakima, WA 98901

- 15743 Ambaum LLC
  - Tradename #1: Wizards Casino, 15743 Ambaum Boulevard SW Burien, WA 98166

Additionally, Mr. Person is the sole owner of the following entities that hold liquor licenses in Nevada:

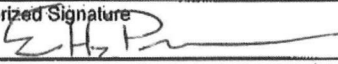
- Red Garter Operator LLC
  - Tradename #1: Red Garter Hotel & Casino, 1225 W Wendover Blvd, West Wendover, NV 89883
- Wendover Nugget Operator LLC
  - Tradename #1: Wendover Nugget Hotel & Casino, 101 W Wendover Blvd, West Wendover, NV 89883
- Red Lion Operator LLC
  - Tradename #1: Red Lion Hotel & Casino, 2065 Idaho St, Elko, NV 89801
  - Tradename #2 Red Lion Chevron, 2175 Idaho St, Elko, NV 89801
  - Tradename #3: High Desert Inn, 3015 Idaho St, Elko, NV 89801
- Gold Country Operator LLC
  - Tradename #1: Gold Country Inn & Casino, 2050 Idaho St, Elko, NV 89801

Name <b>Z Casino Black Hawk Operator LLC</b>	Type of License <b>Hotel &amp; Restaurant (City)</b>	Account Number <b>14-46003-0000</b>		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				<b>N/A</b>
<b>a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>c. How long has the club been incorporated?</b>				<input type="text"/>
<b>d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>22. Campus Liquor Complex applicants answer the following:</b>				
<b>a. Is the applicant an institution of higher education?</b>				Yes No <input type="checkbox"/> <input type="checkbox"/>
<b>b. Is the applicant a person who contracts with the institution of higher education to provide food services?</b>				<input type="checkbox"/> <input type="checkbox"/>
<b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>				
<b>23. For all on-premises applicants.</b>				
<b>a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record</b>				
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
<b>b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application</b>				
- DR 8000 and fingerprints.				
Last Name of Manager <b>Persson</b>		First Name of Manager <b>Eric</b>		
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				<input checked="" type="checkbox"/> <input type="checkbox"/>
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				Yes No
<b>a. Is the related facility located within the boundaries of the Campus Liquor Complex?</b>				<input type="checkbox"/> <input type="checkbox"/>
If yes, please provide a map of the geographical location within the Campus Liquor Complex.				
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
<b>b. Designated Manager for Related Facility- Campus Liquor Complex</b>				
Last Name of Manager		First Name of Manager		
<b>26. Tax Information.</b>				
<b>a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?</b>				Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?</b>				<input type="checkbox"/> <input checked="" type="checkbox"/>
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name <b>Eric Hans Persson</b>	Home Address, City & State <div style="background-color: black; width: 100px; height: 1.2em;"></div>	DOB <div style="background-color: black; width: 100px; height: 1.2em;"></div>	Position <b>Manager</b>	%Owned <b>100</b>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b>				
<b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b>				
<b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b>				
<input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				



**Explanation for Q. 24**

Mr. Persson has a financial interest Johnny Z Casino Operator LLC and Grand Z Casino Operator LLC, which are applying concurrently with Z Casino Black Hawk Operator LLC for Hotel & Restaurant (City) licenses in connection with the acquisition of CC Gaming.

Name <b>Z Casino Black Hawk Operator LLC</b>	Type of License <b>Hotel &amp; Restaurant (City)</b>	Account Number <b>14-46003-0000</b>
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title <b>Eric Hans Persson - Manager</b>	Date <b>10/5/19</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date

## Tax Check Authorization, Waiver, and Request to Release Information

I, Eric Hans Persson am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Z Casino Black Hawk Operator LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Eric Hans Persson/Z Casino Black Hawk Operator LLC</u>		Social Security Number/Tax Identification Number <u>[REDACTED]/83-3129123</u>	
Address: <u>[REDACTED]</u>			
City: <u>[REDACTED]</u>		State <u>[REDACTED]</u>	Zip <u>[REDACTED]</u>
Home Phone Number <u>[REDACTED]</u>		Business/Work Phone Number <u>Same</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Eric Hans Persson</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>10/15/19</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



**COLORADO**

**Department of Revenue**

Enforcement Division – Liquor & Tobacco

**Mailing Address:**

Colorado Department of Revenue,  
Attention Liquor Enforcement Division  
P.O. Box 17087  
Golden, CO 80217-0087

**Physical Address:**

1697 Cole Boulevard, Suite 200  
Golden, CO 80401  
Office: 303-205-2300

**NOTIFICATION LETTER**

Date: December 30, 2019

Z CASINO  
C/O LOCAL LICENSING AUTHORITY  
2926 MONTESSOURI STREET  
Las Vegas, NV 89117

☐ Original ☐ Renewal ☒ Transfer ☐ Multiple ☐ Reprint(Reissue)

**Dear Applicant:      Z CASINO #03-12815**

The Liquor Enforcement Division is requesting the following document(s) in order to process and approve your **Hotel & Restaurant (city)** application. We are unable to issue a license until a complete application is submitted.

Please provide the following items:

- ✓ Wholesale Affidavits
- ✓ Other – Missing copy of temporary license issued.

Failure to provide the requested items to your Local Licensing Authority within 45 days may result in a recommendation of denial for your application.

If you have any questions regarding this letter, please contact:

[Christine.Mann@state.co.us](mailto:Christine.Mann@state.co.us)

**RESOLUTION 1-2020**  
**A RESOLUTION**  
**ESTABLISHING A**  
**DESIGNATED PUBLIC**  
**PLACE FOR THE POSTING**  
**OF MEETING NOTICES**  
**PURSUANT TO C.R.S. § 24-**  
**6-402(2)(c)**

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

**Resolution No. 1-2020**

**TITLE:       A RESOLUTION ESTABLISHING A DESIGNATED PUBLIC  
PLACE FOR THE POSTING OF MEETING NOTICES PURSUANT  
TO C.R.S. § 24-6-402(2)(c)**

**WHEREAS**, C.R.S. § 24-6-402(2)(c) requires the City to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the "Open Meetings Law");

**WHEREAS**, consistent with House Bill 19-1087, the City hereby desires to post notice of the City's public meetings not only in physical locations, but also on the City's website as the City's official online presence to the greatest extent practicable; and

**WHEREAS**, the notice must have specific agenda information, posted no less than twenty-four (24) hours prior to the meeting, must be accessible at no charge to the public, must be searchable by type of meeting, date of meeting, time of meeting and agenda contents, shall link to any social media accounts of the local public body, shall provide the address of the website to the Department of Local Affairs, and shall designate a public place within the boundaries of the local public body at which it may post a notice no less than twenty-hours (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or interruption in internet service that prevents the public from accessing the notice online.

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

Section 1.     **Designation.** The City Council of the City of Black Hawk, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the City website at [www.cityofblackhawk.org](http://www.cityofblackhawk.org) as the official place for posting notices. The City may additionally post notices at City Hall, located at 201 Selak Street, and any City social media accounts. If there is a known outage or an emergency meeting, the City may post a physical notice at the public entrance of the City Hall of Black Hawk, located at 201 Selak Street.

RESOLVED AND PASSED this 8<sup>th</sup> day of January, 2020.

---

David D. Spellman, Mayor

ATTEST:

---

Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Resolution establishing a designated public place for the posting of Meeting Notices as required by the Colorado Open Meeting Law

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

**MOTION TO APPROVE** Resolution 1-2020 Establishing a Designated Public Place for the Posting of Meeting Notices Pursuant to C.R.S. § 24-6-402(2)(c)

### **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The City Council of the City of Black Hawk, in compliance with C.R.S. § 24-6-402(2)(c) of the Open Meetings Law, hereby designates the City website at [www.cityofblackhawk.org](http://www.cityofblackhawk.org) as the official place for posting notices. The City may additionally post notices at City Hall, located at 201 Selak Street, and any City social media accounts. If there is a known outage or an emergency meeting, the City may post a physical notice at the public entrance of the City Hall of Black Hawk, located at 201 Selak Street.

**AGENDA DATE:** January 8, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

**DEPARTMENT DIRECTOR APPROVAL:** ☒ Yes ☐ No

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

**DOCUMENTS ATTACHED:** N/A

**RECORD:** ☐ Yes ☒ No

**CITY ATTORNEY REVIEW:** ☒ Yes ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



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



Stephen N. Cole, Acting City Manager

**RESOLUTION 2-2020**  
**A RESOLUTION**  
**APPROVING CERTAIN**  
**SERVICE AGREEMENTS**  
**FOR CALENDAR YEAR**  
**2020**  
**(CP&D)**



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

**Resolution No. 2-2020**

**TITLE:       A RESOLUTION APPROVING CERTAIN SERVICE AGREEMENTS  
FOR CALENDAR YEAR 2020**

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 Services Agreements for Community Planning and Development services, each with an amount not to exceed Fifty Thousand Dollars (\$50,000.00), with the entities and for the services set forth below (the "Agreements"), and authorizes the Mayor to sign the Agreements on behalf of the City.

<u>Entity</u>	<u>Service</u>	<u>Amount</u>
A Smart Elevator Solution, LLC	Conveyance	TBD
Atkinson-Noland & Associates	Masonry/Rock Wall	TBD
Baseline Engineering Corporation	Land Use	\$50,000
Pinyon Environmental, Inc.	Historic Preservation	TBD (with \$1,000) month retainer)
Weecycle Environmental Consulting	Environmental	TBD
Gonzales Custom Painting, Inc.	Paint	TBD
SAFEbuilt Colorado, LLC	Building Official, Plan Review, Inspection Services	TBD

RESOLVED AND PASSED this 8<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

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

**SUBJECT:** A Resolution approving certain Community Planning and Development Professional Services Agreements for calendar year 2020.

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

**MOTION TO APPROVE** Resolution No. 2-2020 approving certain Community Planning and Development Professional Services Agreements for calendar year 2020.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Community Planning and Development uses professional services to supplement City staff time, complement City staff expertise, provide an independent perspective, ensure credibility and serve as a technical advisor to the department. This is a budgeted item and completed according to the Scope of Work and Schedule of Values. Effective dates for these agreements are January 1, 2020 through December 31, 2020. Staff recommends using the following consultants:

<b><u>Entity</u></b>	<b><u>Service</u></b>	<b><u>Amount</u></b>
A Smart Elevator Solution, LLC	Conveyance	TBD
Atkinson-Noland & Associates	Masonry/Rock Wall	TBD
Baseline Engineering Corporation	Land Use	\$50,000
Pinyon Environmental, Inc.	Historic Preservation	TBD (with \$1,000) month retainer)
Weecycle Environmental Consulting	Environmental	TBD
Gonzales Custom Painting, Inc.	Paint	TBD
SAFEbuilt Colorado, LLC	Building Official, Plan Review, Inspection Services	TBD

**AGENDA DATE:**

January 8, 2020

**WORKSHOP DATE:**

N/A

**FUNDING SOURCE:**

010-1901-4193319

010-1101-4115813

203-0000-5025800

**DEPARTMENT DIRECTOR APPROVAL:**

☒ Yes      ☐ No

**STAFF PERSON RESPONSIBLE:**

Cynthia L. Linker, CP&D Director

**DOCUMENTS ATTACHED:**

Resolution 2-2020

Professional Services Agreements

**RECORD:**

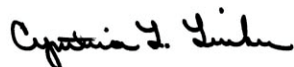
☐ Yes      ☒ No

**CITY ATTORNEY REVIEW:**

☒ Yes      ☐ N/A

**SUBMITTED BY:**

**REVIEWED BY:**



1/03/2020

Cynthia L. Linker, CP&D Director

Stephen N. Cole, City Manager

# **CITY OF BLACK HAWK, COLORADO**



**AGREEMENT FOR PROFESSIONAL SERVICES  
A SMART ELEVATOR SOLUTION, LLC.**

**RESOLUTION 2-2020  
JANUARY 8, 2020**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **A SMART ELEVATOR SOLUTION, LLC** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **miscellaneous on-call inspections, plan review and consulting services for the ongoing maintenance of the Black Hawk Conveyance Program as established and administered by the City** (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 **on-call conveyance consulting services, as described in Exhibit A**.

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any



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

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

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

## **IX. INSURANCE**

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

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



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

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

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

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

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

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its

discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

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

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

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

#### **XIII. INDEPENDENT CONTRACTOR**

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

#### **XIV. NO WAIVER**

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

#### **XV. NOTICE**

## **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: Cynthia Linker  
Community Planning & Development Director**

The Contractor:

**A Smart Elevator Solution, LLC  
12647 W. Dorado Place  
Littleton, Colorado 80127  
Attn: Russell Holt, Owner**

**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**


\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

A Smart Elevator Solution, LLC

By:



Russell Holt

Its:

Owner

STATE OF COLORADO

)

COUNTY OF

Gilpin

) ss.

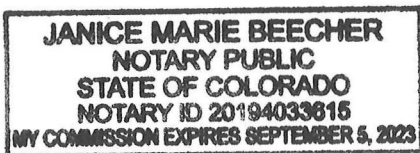
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 28 day of December, 20 19, by **Russell Holt as the Owner of A Smart Elevator Solution, LLC.**

My commission expires:

September 5, 2023

(S E A L)



  
Notary Public

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

**FROM: Russell Holt, Owner  
A Smart Elevator Solution, LLC**

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

**Project Name:  
On-Call Professional Services Agreement - Conveyance Consulting**

**Bid Number: N/A**

**Project Number: N/A**

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

Executed this 28 day of December, 20 19

**Prospective Contractor: A Smart Elevator Solution, LLC**

By:   
**Russell Holt**

**Title: Owner**

**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



DEPARTMENT PROGRAM AFFIDAVIT

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

I, **Russell Holt**, as a public contractor under contract with the City of Black Hawk (the  
"City"), hereby affirm that:

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

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

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

  
\_\_\_\_\_  
Contractor Signature  
**Russell Holt, Owner**  
**A Smart Elevator Solutions, LLC**

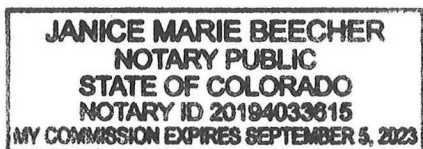
12/28/19  
\_\_\_\_\_  
Date

STATE OF COLORADO )  
COUNTY OF Gilpin ) ss.  
 )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 28<sup>th</sup> day  
of December, 20 19, by **Russell Holt as the Owner of A Smart  
Elevator Solution, LLC.**

My commission expires: September 5, 2023

(S E A L)



  
\_\_\_\_\_  
Notary Public

**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

**Documents that Serve to Prove Identification:**

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

## **EXHIBIT A**

### **SCOPE OF SERVICES – 2020 A SMART ELEVATOR SOLUTION, LLC.**

**A Smart Elevator Solution, LLC shall provide this Scope of Services to the City of Black Hawk, which includes, but may not be limited to, the following tasks:**

1. All inspections shall be conducted Monday, Tuesday and/or Wednesday between the hours of 8:00 a.m. and 5:00 p.m. No inspections will be conducted on Municipal or National Holidays.
2. For identification purposes, all inspectors shall wear a company logo shirt and a photo identification badge.
3. All Category 1 (period inspections) and Category 5 (5-year inspections) for existing conveyances within the City of Black Hawk.
4. All required plan reviews and acceptance inspections for new and modernized conveyances within the City of Black Hawk.
5. Plan reviews as required for all minor and major repairs requiring permits and conduct required inspections at the completion of the repairs.
6. All inspections shall follow the State of Colorado Conveyance regulations and any amendments adopted by the City of Black Hawk.
7. All Temporary Certificates of Occupancy (TCO) issued by the City of Black Hawk shall require a follow up inspection by A Smart Elevator Solution within the 60-day time frame.
8. All reports shall be electronically delivered to the City of Black Hawk within two weeks or less of the inspection in a Word and PDF format. All violations noted on said report shall include the supporting code reference.
9. Any database or other form of electronically transferring of files as required by the City of Black Hawk shall be accepted by A Smart Elevator Solution.
10. Follow and enforce the Conveyance program as adopted and administered by the City of Black Hawk.
11. As requested by the City of Black Hawk, A Smart Elevator Solution shall advise and assist in the development and enforcement of the Conveyance program.
12. A representative from A Smart Elevator Solution shall attend monthly Development Review Committee or active construction meetings as required.
13. Assist the Black Hawk Fire Department, as requested, with elevator related issues and/or code adoptions.
14. All required electrical permits associated with a Conveyance project shall fall under the Electrical Permit Fee Schedule as adopted by the City of Black Hawk.
15. All required building permits associated with a Conveyance project shall fall under the Building Permit Fee schedule as adopted by the City of Black Hawk.

**All of the items outlined in this Scope of Services shall follow the Scope of Service/Fee Schedule as described in Exhibit A-1.**

## **EXHIBIT A-1**

### **SCHEDULE OF CHARGES - 2020 A SMART ELEVATOR SOLUTION, LLC.**

**Exhibit A-1  
2020 ASES Conveyance Fees**

<b>INSPECTION SERVICES</b>		
<b>TYPE</b>	<b>PER UNIT</b>	<b>DESCRIPTION</b>
Hydraulic Periodic	\$155.00	1-1.5 hours. Includes initial inspection plus one follow-up on a TCO.
Hydraulic Roped Periodic	\$210.00	1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.
Traction Periodic	\$210.00	1.5-2 hours. Includes initial inspection plus one follow-up on a TCO.
Temporary Certificate of Operation (TCO) 2nd Follow-up	\$310.00	Follow-up on TCO as necessary.
Hydraulic 5 Year	\$210.00	Witnessed annual safety test (2 hours). Includes initial inspection plus one follow-up on a TCO.
Hydraulic Roped 5 Year	\$375.00	Witnessed annual safety test (3 hours). Includes initial inspection plus one follow-up on a TCO.
Traction 5 Year	\$520.00	Witnessed safety test with weights (4 hours). Includes initial inspection plus one follow-up on a TCO.
Escalator Annual	\$675.00	Colorado - Category 5 test annual.
Plan Review	\$475.00	Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins
Like Plan Review	80%	Elevators of the same nature in the same bank will be at 80% of the per unit cost
Revised Plan Review	\$155.00 Per Hour	Plan will be reviewed for code compliance before work begins
Lift Periodic(platform, chair, etc.)	\$155.00	All lifts other than those described above
Dumbwaiter Periodic	\$155.00	Typically small units, only used for material
Hydraulic Acceptance	\$525.00	Initial safety test performed with weights. New construction, modernization or turnover
Traction Acceptance	\$525.00	Initial safety test performed with weights. New construction, modernization or turnover
Escalator Acceptance	\$700.00	Initial safety test. All safety test items checked. New construction, modernization or turnover
Dumbwaiter/Lift Acceptance	\$355.00	Initial safety test. All safety test items checked. New construction, modernization or turnover
Any Re-inspect Fee	Same as initial fee	
Inspections Outside of Normal Business Hours	Same as initial fee	with a two (2) hour minimum
<b>CONSULTING SERVICES</b>		
<b>TYPE</b>	<b>PER UNIT/ PER HOUR</b>	<b>DESCRIPTION</b>
Maintenance Evaluation < 10 Traction	\$525/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation $\geq$ 10 Traction	\$420/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation < 10 Hydraulic	\$455/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation $\geq$ 10 Hydraulic	\$360/per unit	Provide a detailed evaluation of maintenance performed along with code items in a professional report
OSHA 10 hour training - 10 person min	\$1500/per unit	For those wishing to obtain their OSHA 10 hour card
OSHA 30 hour training - 10 person min	\$3900/per unit	For those wishing to obtain their OSHA 30 hour card
Conveyance Operation Training	\$135/per hour	Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances
Required Presence	\$135/per hour	Any necessary request for our presence i.e. meetings, etc. Travel time not included
Compliance Training	\$135/per hour	Help owners/managers/maintenance understand their part in keeping units code compliant
DRC Attendance / Once a Month	N/C	
Capitol Plans	\$840/unit	Review of conveyance with plan for future improvements and necessary repairs. Includes performance review
Contract Review	\$780/unit	Review current contract and help in writing new contracts
Providing operator to run conveyance	\$155/per hour	If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute
Conveyance Incident Investigation	\$135/per hour	Incident investigation is conveyance taken out of service
Consulting / Miscellaneous Services	\$135/per hour	Includes all miscellaneous services not listed

PERMITS		
TYPE	PERMIT FEE	DESCRIPTION
*Minor Alteration/Commercial	\$575.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply
**Major Alteration/Commercial	\$865.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply
Residential Elevator, Platform Lift or Dumbwaiter	\$575.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply
Special Investigation Fee - Starting work without a permit	\$500.00 \$1,000.00 \$1500.00	1st Occurrence plus 15% City Administration Fee 2nd Occurrence plus 15% City Administration Fee 3rd Occurrence and Each Additional plus 15% City Administration Fee
Expert Witness / Court Testimony	Actual Cost	plus 15% City Administration Fee
*Minor Alteration includes: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension, escalator handrails		
**Major Alteration includes: controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall		
<b>Administration Fee:</b> a CoBH 15% City Administration Fee will be added to each Conveyance invoice and permit fee		
<b>Electrical Permit:</b> if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH		
<b>Building Permit:</b> If a building permit is also required, the cost shall fall under the Building Permit Fee Schedule as adopted by the CoBH		
<b>Fire Permit:</b> If a fire permit is also required, the cost shall fall under the Fire Permit Fee Schedule as adopted by the CoBH		



## **CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2019

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

**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).

<b>PRODUCER</b> Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> A Smart Elevator Solution 12647 W Dorado Place Littleton, CO 80127	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Pinnacol Assurance</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>NAIC #</b> <b>41190</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	4186256	10/01/2019	10/01/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Unless otherwise stated in the policy provisions, coverage in Colorado only. Refer to the Acord 101 Additional Remarks Schedule for supplemental cancellation notification information.

## CERTIFICATE HOLDER

2034192  
City of Black Hawk  
211 Church St  
Black Hawk, CO 80422  
sforbes@cityofblackhawk.org

## CANCELLATION

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

## AUTHORIZED REPRESENTATIVE

The Ahbe Group, Inc./TAG Ins. Servi

© 1988-2015 ACORD CORPORATION. All rights reserved.

## **CERTIFICATE HOLDER COPY**

### **IMPORTANT**

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

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

### **DISCLAIMER**

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

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

AGENCY CUSTOMER ID: N/ALOC #: N/A**ADDITIONAL REMARKS SCHEDULE**Page 3 of 4

AGENCY The Ahbe Group, Inc./TAG Ins. Servi		NAMED INSURED A Smart Elevator Solution 12647 W Dorado Place Littleton, CO 80127
POLICY NUMBER 4186256		
CARRIER Pinnacol Assurance	NAIC CODE 41190	EFFECTIVE DATE: 10/24/2019

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** Acord 25 (2016/03) **FORM TITLE:** Certificate of Liability Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO PROVIDE 30 DAYS WRITTEN NOTICE TO THE NAMED CERTIFICATE HOLDER, BUT FAILURE TO PROVIDE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

City of Black Hawk  
211 Church St  
Black Hawk, CO 80422

**LIABILITY INSURANCES EXPIRED  
RENEWAL REQUIRED  
REQUESTED FROM ASES**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2018

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).

<b>PRODUCER</b> Hall & Company 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> McKenzie Martonik <b>PHONE (A/C, No, Ext):</b> 360-626-2023 <b>E-MAIL ADDRESS:</b> mmartonik@hallandcompany.com <b>FAX (A/C, No):</b> 360-598-3703
<b>INSURED</b> A Smart Elevator Solution 12647 W Dorado Place Littleton CO 80127	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Underwriters at Lloyd's, London <b>INSURER B:</b> GREAT AMERICAN INSURANCE COMPANY <b>INSURER C:</b> National Union Fire Insurance Co PA <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 968694266**REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Elevator	Y	MAC130326802	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	MAC130326802	10/28/2018	10/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	EBU013494568	10/28/2018	10/28/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability; Claims Made		10424L180340	10/28/2018	10/28/2019	Per Claim \$1,000,000 Aggregate \$1,000,000

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

The certificate holder is an additional insured per the attached.

**CERTIFICATE HOLDER****CANCELLATION**

City of Black Hawk 211 Church Street Black Hawk CO 80422	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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ELEVATOR CONTRACTOR PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

<b>Coverage</b>	<b>Limit of Insurance</b>	<b>Page</b>
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Property Damage Elevators	Included	3
Property Damage Liability - Borrowed Equipment	Included	3
Damage to Premises Rented to You	\$300,000	3
Medical Payments Extension	\$10,000	4
Supplementary Payments - Bail Bonds	\$1,000	5
Supplementary Payments - Loss of Earnings	\$500	5
Broadened Named Insured	Included	5
Newly Formed or Acquired Organization	Included	5
Additional Insureds When Required by Written Contract, Written Agreement or Permit	Included	6
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Limits of Insurance	Included	11
Knowledge of Occurrence, Claim or Suit	Included	11
Unintentional Failure to Disclose Hazards	Included	11
Notice of Occurrence	Included	11
Amended Bodily Injury Definition	Included	12
Broadened Mobile Equipment	Included	12

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Coverage	Limit of Insurance	Page
Personal and Advertising Injury Definition Amendment of Discrimination and Humiliation	Included	12
Incidental Malpractice Liability	Included	12
Waiver of Transfer of Rights of Recovery Against Others to Us	Included	13
Amended Insured Contract Definition	Included	13
Notice of Cancellation to Certificate Holder(s)	Included	14

#### A. Non-Owned Aircraft

Under paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

2. The following is added to **SECTION II - WHO IS AN INSURED:**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

**C. Property Damage - Elevators**

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs (3), and (4) of exclusion j. **Damage To Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. Property Damage Liability - Borrowed Equipment**

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph (3), and (4) of exclusion j. **Damage To Property** do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**E. Damage To Premises Rented To You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions** of **SECTION I - Coverage A - Bodily Injury and Property Damage Liability**:
3. The last paragraph of Paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, or "explosion" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

2. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion" while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion" proximately caused by the same event, whether such damage results from fire, lightning, or "explosion" or any combination of the three, shall be the greater of:

- a. \$300,000; or
- b. the amount shown in **DAMAGE TO PREMISES RENTED TO YOU-INCREASED LIMIT, CG8449**, if attached to the Policy.

3. Under **SECTION IV - Commercial General Liability Conditions**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, item (ii) where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion.""

4. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion", to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract".

5. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

**"Explosion"** means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

- (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;
- (b) rupture or bursting of water pipes;
- (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- (d) rupture or bursting caused by centrifugal force.

#### **F. Medical Payments Extension**

If **Coverage C - Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under paragraph 1.a. **Insuring Agreement** of **SECTION I - Coverage C - Medical Payments**, paragraph 1.a.(b) is amended as follows:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

The Medical Expense Limit in paragraph 7. of **SECTION III-LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$10,000; or
- b. the amount shown in the Declarations for Medical Expense Limit.

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

#### G. Supplementary Payments

- 1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.c. is replaced with:
  - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 3. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

#### H. Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item 2.e. is added:

- e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

#### I. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:



- a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
- c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
- d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**J. Blanket Additional Insureds When Required by Written Contract, Written Agreement or Permit**

The following is added to **SECTION II - WHO IS AN INSURED**:

**4. Additional Insureds When Required by Written Contract, Written Agreement or Permit**

- a. The persons or organizations described in paragraphs **b.** through **g.** below are also insureds (and may also be referred to below as additional insureds), but only if:

(1) either:

- (a) you have agreed, in a written contract or oral agreement, to have such person or organization added as an additional insured under this Policy; or
- (b) a permit issued to you by a state or political subdivision requires such person or organization to be added as an additional insured under this Policy;

and

- (2) the "bodily injury," "property damage," or offense causing "personal and advertising injury" occurs subsequent to execution of the contract or agreement, or issuance of the permit.

No person or organization is an additional insured under paragraphs **b.** through **g.** if such person or organization is an insured by virtue of an endorsement issued by us and attached to this Policy.

**b. Vendors**

- (1) Subject to **a.**, above, any person or organization that distributes or sells "your product" in the regular course of that person's or organization's business (referred to below as vendor) as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, and only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."



However:

- (a) the insurance afforded to such vendor only applies to the extent permitted by law; and
  - (b) the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- (2) No vendor is an insured with respect to any:
- (a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) express warranty unauthorized by you;
  - (c) physical or chemical change in the product made intentionally by the vendor;
  - (d) repackaging, except when "your product" is unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
  - (f) demonstration, installation, servicing or repair of "your product," except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) product which, after distribution or sale by you. Has been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "bodily injury" or "property damage" arising out of the sole negligence of:
    - (i) the vendor for its own acts or omissions; or
    - (ii) the vendor's employees or anyone else acting on its behalf.
- However, paragraph (h) does not apply to:
- (i) the exceptions contained in subparagraphs (d) or (f); or
  - (ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (3) The coverage afforded for vendors under paragraph b. does not apply to any person or organization from whom you have acquired either such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**c. Lessors of Equipment**

- (1) Subject to **a.**, above, any person or organization from whom you lease equipment is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment you lease from that person or organization. However:
  - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
  - (a) "occurrence" which takes place before the equipment lease begins or after the equipment lease expires, or
  - (b) "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such person(s) or organization(s).

**d. Lessors of Land or Premises**

- (1) Subject to **a.**, above, any person or organization from whom you lease land or premises is an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

However:

  - (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (b) 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.
- (2) No such person or organization is an additional insured as respects any:
  - (a) "occurrence" that takes place before you lease that land or premises; or
  - (b) "occurrence" that takes place after your lease ends; or
  - (c) structural alteration, new construction or demolition operation performed by or on behalf of such person(s) or organization(s).

**e. Architects, Engineers or Surveyors**

- (1) Subject to **a.**, above, any person or organization you engage as an architect, engineer, or surveyor is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations:

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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.

(2) No such person or organization is an "additional insured" with respect to any:

- (a) "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:

- (i) the preparing, approving, or failing to prepare or approve, any map, shop drawing, opinion, report, survey, field order, change order, drawing, specification; or

- (ii) any supervisory, inspection, architectural or engineering activity.

**f. Permits Or Authorizations Relating To Premises Issued By State Or Governmental Agency Or Subdivision Or Political Subdivision**

(1) Subject to a., above, any federal, state, or local government or governmental agency or subdivision or political subdivision that issues you a permit.

(2) No such government or agency is an additional insured with respect to any:

- (a) "bodily injury," "property damage" or "personal or advertising injury" arising out of operations performed for that government or agency; or

- (b) "bodily injury," "property damage" or "personal or advertising injury" including within the products-completed operations hazard."

**g. Any Other Party**

(1) Subject to a., above, any person or organization described neither:

- (a) as an insured in **SECTION II - WHO IS AN INSURED, 1. through 3.**, nor

- (b) as an additional insured in **b. through f.** above,

is an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (i) in the performance of your ongoing operations;

- (ii) in connection with premises owned by or rented to you; or

- (iii) in connection with "your work" and included within the "products-completed operations hazard," but only if:

- i. the written contract or agreement requires you to provide such coverage to such additional insured; and
- ii. this Coverage Form provides coverage for "bodily injury" or "property damage" within the "products-completed operations hazard."

However:

- (a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) 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."
- (c) with respect to the insurance afforded these additional insured(s), this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering or failure to render any professional architectural, engineering or surveying services, including:
  - (i) the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (ii) supervisory, inspection, architectural or engineering activities.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### **K. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an Additional Insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

**a. The following is added to Paragraph a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

- (1) the Additional Insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

**L. Additional Insureds - Limits of Insurance**

The following is added to **SECTION III - LIMITS OF INSURANCE**:

**Additional Insureds - Limits of Insurance**

The most we will pay on behalf of any additional insured described in **J.**, above is the amount of insurance:

- a. required by contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations

whichever is less.

Such amounts shall not increase the applicable Limits of Insurance shown in the Declarations.

**M. Knowledge of Occurrence, Claim or Suit**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any "occurrence"; claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership; or
- c. an executive officer or insurance manager, if you are a corporation;
- d. a manager, if you are a limited liability company;
- e. a trustee, if you are a trust;
- f. an elected or appointed official, if you are a political subdivision or public entity.

**N. Unintentional Failure to Disclose Hazards**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

**O. Notice of Occurrence**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, a.**:

Failure of the insured to give first report of a claim to us shall not invalidate coverage under this Policy if the loss was inadvertently reported to another insurer. However, you shall report any such occurrence to us as soon as practicable once you become aware of such an error.

**P. Amended Bodily Injury Definition**

Under **SECTION V - DEFINITIONS**, Definition **3. Bodily Injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

**Q. Broadened Mobile Equipment**

1. Under **SECTION V - DEFINITIONS**, Definition **12. Mobile Equipment**, the following is added under **12.f.(1)**:

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

2. The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in charge of or occupied by you or the employer of any person who is an insured under this provision.

**R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation**

Under **SECTION V - DEFINITIONS**, Definition **14. Personal and Advertising Injury**, item **14.h.** is added:

- h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of;

(a) an insured; or

(b) any "executive officer" director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

**S. Incidental Malpractice Liability**

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to physicians, dentists, nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

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2. Under **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

**"Incidental medical malpractice"** means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

- T. In **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added at the end of Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of:

- a. your ongoing operations; or
- b. "your work" pursuant to a written contract between you and that person or organization and included in the "products-completed operations hazard";

but only if:

- c. you and that person or organization have agreed, in a written contract or agreement, that you waive such rights against that person or organization; and
- d. the injury or damage occurs only after you and that person or organization have signed the written contract or agreement described in c.

**U. Amended Insured Contract Definition**

1. Under **SECTION V - DEFINITIONS**, 9. **"Insured Contract"**, c. is replaced by the following:

- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

2. Under **SECTION V - DEFINITIONS**, 9. **"Insured Contract"**, f. is replaced by the following:

- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement:

- (1) that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

However, Paragraph f. does not include that part of any contract or agreement:

- (1) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or



- (b) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) under which the Insured, if an architect, engineer or survey or, assumes liability for an injury or damage arising out of the Insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

V. The following Conditions are added to the **COMMON POLICY CONDITIONS**:

1. In the event of a cancellation, we will give written notice of such cancellation to certificate holder(s) at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or 30 days before the effective date of cancellation if we cancel for any other reason. The notice to the certificate holder(s) will state the effective date of the cancellation. However, such notice of cancellation is solely for the purpose of informing the certificate holder(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. This endorsement does not entitle the certificate holder(s) to any benefit, rights or protection under this policy.
3. Notices will be sent to the certificate holder(s) according to the information on file with the agent of record or with us. If the information provided for said certificate holder(s) is not accurate we assume no responsibility for the failure to notify. We will assume that all information pertaining to the certificate holder(s), including the mailing or email address, is accurate and correct as provided to the agent of record or to us.
4. Failure to give notice in accordance with the terms of this Condition does not:
  - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
  - b. Render such cancellation ineffective;
  - c. Grant, alter, or extend any rights or obligations under this policy; or
  - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.
  - e. Impose any obligations or liability of any kind upon us, our agents or representatives.

0108429 GREAT AMERICAN INSURANCE CO

CG 20 10 (Ed.04/13)

Policy: MAC 130-32-68 02

**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)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME  
AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM  
OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE  
"OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL  
INJURY", OR "ADVERTISING INJURY",

OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION  
WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION  
AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR  
ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS  
ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY",  
"PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location(s) of Covered Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY"

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

- 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:

1. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
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.

**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)

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED AND AGREED TO NAME  
AS AN ADDITIONAL INSURED ON YOUR POLICY UNDER:

1. A WRITTEN CONTRACT OR AGREEMENT THAT IS IN EFFECT DURING THE TERM  
OF THIS POLICY AND SUCH CONTRACT IS ENTERED INTO PRIOR TO THE  
"OCCURRENCE" OF ANY "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL  
INJURY", OR "ADVERTISING INJURY",  
OR

2. AN ORAL CONTRACT OR ORAL AGREEMENT WITH A PERSON OR ORGANIZATION  
WHEN A CERTIFICATE OF INSURANCE SHOWING THAT PERSON OR ORGANIZATION  
AS AN ADDITIONAL INSURED HAS BEEN ISSUED; AND SUCH ORAL CONTRACT OR  
ORAL AGREEMENT IS IN EFFECT DURING THE TERM OF THIS POLICY AND IS  
ENTERED INTO PRIOR TO THE "OCCURRENCE" OF ANY "BODILY INJURY",  
"PROPERTY DAMAGE", "PERSONAL INJURY", OR "ADVERTISING INJURY".

Location And Description of Completed Operations

ANY LOCATION WITHIN THE "COVERAGE TERRITORY", AND FOR ALL COMPLETED  
OPERATIONS

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.

**Copyright, ISO Properties, Inc., 2012**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

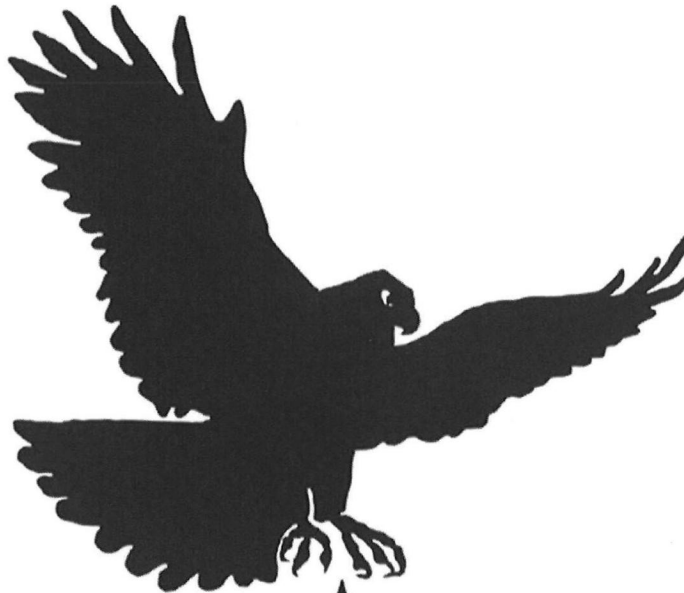
If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

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.

# **CITY OF BLACK HAWK, COLORADO**



**BLACK HAWK**



**AGREEMENT FOR PROFESSIONAL SERVICES  
ATKINSON-NOLAND & ASSOCIATES**

**RESOLUTION 2-2020  
JANUARY 8, 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **ATKINSON-NOLAND & ASSOCIATES, INC** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **comprehensive engineering services specializing in Masonry to provide research, industry education, nondestructive testing, diagnostics, investigation and documentation services on an "on-call" basis** (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 **on-call consulting services to ensure the City accurately investigates and documents the stone masonry walls within the City of Black Hawk.**

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

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

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

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

## **IX. INSURANCE**

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



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

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

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

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

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

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

The completed certificate of insurance shall be sent to:

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

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

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

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

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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



### **XIII. INDEPENDENT CONTRACTOR**

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

### **XIV. NO WAIVER**

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

### **XV. NOTICE**

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

The City:

**City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: Cynthia Linker  
Community Planning & Development Director**

The Contractor:

**Atkinson-Noland & Associates, Inc.  
2619 Spruce Street  
Boulder, Colorado 80302  
Attn: David Woodham, PE**

**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

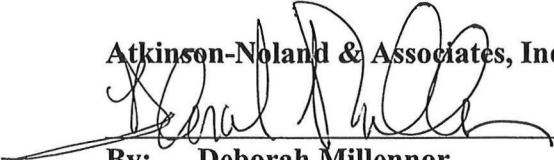
**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

Atkinson-Noland & Associates, Inc.

  
By: Deborah Millenor  
Its: Business Manager

STATE OF COLORADO

)

) ss.

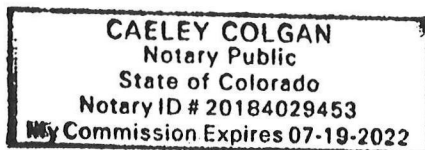
COUNTY OF BOULDER

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20<sup>th</sup> day of December, 20 19, by Deborah Millenor as the Business Manager of Atkinson-Noland & Associates, Inc.

My commission expires: 07/19/2022

(S E A L)



caeley colgan  
Notary Public

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

**FROM:** Deborah Millennor, Business Manager  
Atkinson-Noland & Associates, Inc.

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

**Project Name:**  
On-Call Professional Services Agreement – Stone Masonry Wall Investigation & Reporting

**Bid Number:** N/A

**Project Number:** N/A

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

Executed this 20th day of December, 2019

**Prospective Contractor:** Atkinson-Noland & Associates, Inc.

**By:** 

**Deborah Millennor**

**Title:** Business Manager

**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT  
REQUIRES A SIGNATURE  
ATKINSON-NOLAND TO PROVIDE**

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

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

- 13



**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

**Documents that Serve to Prove Identification:**

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

## **EXHIBIT A**

### **SCOPE OF WORK - 2020**

The **City of Black Hawk** shall provide a **Scope of Work** to **Atkinson-Noland & Associates, Inc.** on a project-by-project basis that may include but not be limited to:

1. Diagnostics and Testing;
2. Historic and Masonry Structures;
3. Rehabilitation and Adaptive Reuse;
4. New Construction Challenges and Specialty Services.

**Atkinson-Noland & Associates, Inc.** shall provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** provided by the **City of Black Hawk** on a project-by-project basis.

**EXHIBIT A-1**

**SCHEDULE OF CHARGES - 2020  
ATKINSON-NOLAND & ASSOCIATES, INC.**

**This Schedule is Effective for the Period of October 1, 2019 to September 30, 2020**



**Atkinson-Noland  
& Associates**

2619 Spruce Street  
Boulder, CO 80302  
303.444.3620

32 Old Slip, 10th Floor  
New York, NY 10005  
917.647.9530

ana-usa.com

## **RATE SHEET**

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### **HOURLY SERVICES**

This schedule shall be effective for the period October 1, 2019 – September 30, 2020.

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<b>SKILL CLASSIFICATION</b>	<b>HOURLY RATE</b>
Clerical	\$80.00
Laboratory Technician	\$102.00
Engineer Intern I	\$110.00
Engineer Intern II	\$130.00
Engineer Intern III	\$140.00
Professional Engineer I	\$155.00
Professional Engineer II	\$165.00
Professional Engineer III	\$195.00
Professional Engineer IV	\$215.00
Senior Engineer	\$240.00
Expert Witness / Litigation Services	\$394.00

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### **REIMBURSABLE EXPENSES**

- Travel expenses previously authorized by client.
- Rental of in-house testing and technical equipment.
- Miscellaneous expenses, including but not limited to: long distance telephone calls; field office expenses; computer time; equipment rental; reproduction costs; etc.
- Travel and other direct expenses are billed at cost plus 15 percent.
- Local mileage shall be charged at the current rate approved by the IRS.
- Travel time, when Atkinson-Noland & Associates employees are required to travel to client's facility to provide services, shall be at the appropriate Skill Classification Hourly Rate.

## **CERTIFICATES OF INSURANCE**



ATKIN-2

OP ID: CK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2019

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

**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).

<b>PRODUCER</b> PUI Agency of Colorado, Inc PO Box 3412 Littleton, CO 80161-3412 Cindy L. King		<b>720-465-9116</b>	<b>CONTACT NAME:</b> Cindy L. King <b>PHONE (A/C, No, Ext):</b> 720-465-9116 <b>FAX (A/C, No):</b> 248-553-8305 <b>E-MAIL ADDRESS:</b> cking@profunderwriters.com	
<b>INSURED</b> Atkinson-Noland & Associates, Inc. 2619 Spruce Street Boulder, CO 80302		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Travelers Indemnity Company		25658
		<b>INSURER B:</b> Charter Oak Fire Insurance Co.		25615
		<b>INSURER C:</b> U.S. Specialty Ins Co		42374
		<b>INSURER D:</b> Travelers Property Casualty		25674
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1N474395-19-47	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-1N474395-19-47	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP-1N474660-19-47	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-4K769604-19-47	05/01/2019	05/01/2020	<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
C	Professional Liab			USS1930315	12/12/2019	12/12/2020	Ea Claim 2,000,000 Aggregate 2,000,000

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

City of BlackHawk and officers, employees, and consultants are additional insureds with respect to general liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITYOBL</b>  City of BlackHawk Community Planning & Development Dept. PO BOX 68 BlackHawk, CO 80422-0068	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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# **CITY OF BLACK HAWK, COLORADO**



## **AGREEMENT FOR PROFESSIONAL SERVICES BASELINE ENGINEERING CORPORATION**

**RESOLUTION 2-2020  
JANUARY 8, 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **BASELINE ENGINEERING CORPORATION** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **miscellaneous on-call consulting services for planning, land use and development review** (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 **on-call consulting services on various planning, land use and development review, as described in Exhibit A.**

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **\$50,000 without prior approval for the work described in Exhibit A. Special Projects require prior approval with Baseline providing a quote based on the attached schedule of charges in Exhibit A-1.** Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

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

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

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

## **IX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

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



## **XII. VENUE**

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

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. NO WAIVER**

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

## **XV. NOTICE**

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

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: **Cynthia Linker**  
**Community Planning & Development Director**

The Contractor:

**Vincent Harris, Vice President**  
**Baseline Engineering Corporation**  
**112 North Rubey Drive, Suite 210**  
**Golden, CO 80403**

**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
**David D. Spellman, Mayor**

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**ORIGINAL BASELINE SIGNATURES REQUIRED**  
**ELECTRONIC BASELINE SIGNATURES PROVIDED**

Baseline Engineering Corporation

By:

Vincent Harris

Its:

Vice President

STATE OF COLORADO )

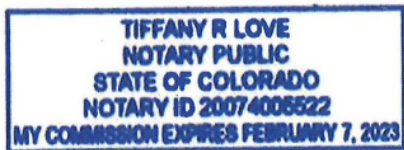
) ss.

COUNTY OF JEFFERSON )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 31<sup>st</sup> day of December, 20 19, by Vincent Harris as the Vice President of Baseline Engineering Corporation

My commission expires: 02/07/2023

(S E A L)



Tiffany R. Love  
Notary Public

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

FROM: **Vincent Harris, Vice President  
Baseline Engineering Corporation**

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

Project Name:  
**On-Call Consulting Services on Various Planning, Land Use and Development Projects**

Bid Number: N/A                      Project Number: N/A

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

Executed this 31<sup>ST</sup> day of DECEMBER, 20 19

Prospective Contractor: **Baseline Engineering Corporation**

By: \_\_\_\_\_

**Vincent Harris**

Title: **Vice President**

**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

### **Documents that Serve to Prove Identification:**

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

## **EXHIBIT A**

### **SCOPE OF SERVICES - 2020**

Provide a sustainable approach to all planning and land development assignments and projects. Supplement City staff time, complement City staff expertise, provide an independent perspective, and ensure credibility while administering, managing and overseeing coordination obligations for all phases related to community planning and development projects for the City of Black Hawk.

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Advise the CP&D Director on planning-related matters and workflow process and procedure;
2. Participate in professional planning activities:
  - a. Pre-Application Meetings
  - b. Review of Land-Use Applications
  - c. Referral Agency Coordination
  - d. Preparation of Staff Reports
  - e. Illustration Design and Mapping
  - f. Site Visits
  - g. Submittal Requirements, Checklists and Procedures
  - h. Address Changes
  - i. Agreements
    - Boundary Line
    - License
    - Subdivision
  - j. Annexations/Deannexations
  - k. Board of Appeals
  - l. Certificate of Architectural Compatibility
  - m. Certificate of Occupancy
  - n. Change of Use
  - o. City Council Planning Calendar
  - p. Comprehensive Plan
  - q. Design Standards – Commercial
  - r. Easements
    - Air Space
    - Roadway
    - Temporary Construction Easements
  - s. FEMA Elevation Certificate
  - t. Permits
    - Blasting
    - Building
    - Excavation/Grading
    - Flood Plain Development
    - Sign
    - Special Use
    - Temporary Use
  - u. Planned Unit Development

- v. Plats
    - Subdivision plat (Final Plat and Preliminary Plat)
    - Minor Plat
    - Annexation Plat
  - w. Signs
    - Comprehensive Sign Plan
    - Standard Sign Plan
  - x. Site Development Plan
  - y. Vacations
  - z. Variances
  - aa. Zoning/Rezoning
3. Review proposals for development to ensure regulations and generally accepted planning practice is followed. Monitor and ensure compliance with local, state and federal laws.
  4. Oversee specialized planning functions such as large-scale new development proposals.
  5. Perform application and case review to include report preparation and presentation.
  6. Perform research.
  7. Attend, participate, and perform post administrative actions subsequent to Development Review Committee and City Council meetings.
  8. Meeting Attendance as required.
  9. 2020 Proposed Projects:
    - a. Coordinate/complete the Rezone of “Gregory Street” parcels owned by the City.
    - b. Coordinate/complete the Annexation and Zoning of the newly City acquired parcels in the Maryland Mountain area.
    - c. Phase 2 of the Sign Code Update related to Permanent Signs to be allowed in the hard one district.
    - d. Final completion of the 2019 Comprehensive Plan.
    - e. 2020 Utilities Plan to be added to the Comprehensive Plan once adopted.
    - f. Support with Gregory Street redevelopment needs, major re-platting and HARD District design support.

## **EXHIBIT A-1**

### **SCHEDULE OF CHARGES - 2020 BASELINE ENGINEERING CORPORATION**

<u>Title</u>	<u>Reg Rate</u>	<u>City Rate</u>
Planning Director	\$160	\$130
Planning Manager	\$130	\$120
Project Manager	\$120	\$110
Senior Planner	\$110	\$ 95
Principle Planner	\$100	\$ 90
Associate Planner	\$ 95	\$ 85
CAD Technician	\$ 90	\$ 80
Planning Technician	\$ 80	\$ 65

**CERTIFICATE OF INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/6/2019

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

**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).

<b>PRODUCER</b> RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b> (    ) -	<b>FAX (A/C No.):</b> (    ) -
<b>INSURED</b> Baseline Engineering Corporation  112 N Rubey Drive, Suite 210 Golden, CO 80403	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co of America	<b>NAIC #</b> 25666
	<b>INSURER B:</b> Charter Oak Fire Insurance Company	25615
	<b>INSURER C:</b> Travelers Property Casualty Co. of Amer.	25674
	<b>INSURER D:</b> QBE Insurance Corporation	39217
	<b>INSURER E:</b>	16691
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			680-1J167550-19-47	5/23/2019	5/23/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7F997613-19-GRP	5/23/2019	5/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-5K267509-19-47-G	5/23/2019	5/23/2020	<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
D	<b>Professional Liability</b>			ANE40209-00	5/23/2019	5/23/2020	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Coverage is subject to all policy terms, conditions, exclusions and endorsements.

City of Black Hawk, its officers and employees as additional insureds on general liability as required by written contract but only as respects operations of the named insured.

<b>CERTIFICATE HOLDER</b> City of Black Hawk P.O. Box 68 211 Church Street Black Hawk CO 80422	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# **CITY OF BLACK HAWK, COLORADO**



**AGREEMENT FOR PROFESSIONAL SERVICES  
PINYON ENVIRONMENTAL, INC.**

**RESOLUTION 2-2020  
JANUARY 8, 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **PINYON ENVIRONMENTAL, INC.** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **on-call historic preservation consulting and advising services** (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 **on-call historic preservation consulting and advising services**.

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

**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 or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this paragraph VIII. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

## **IX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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



## **X. NON-ASSIGNABILITY**

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

## **XI. TERMINATION**

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

## **XII. VENUE**

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

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. NO WAIVER**

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

## **XV. NOTICE**

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

The City:

City of Black Hawk

P.O. Box 68

Black Hawk, Colorado 80422-0068

Attn: **Cynthia Linker**

**Community Planning & Development Director**

The Contractor:

**Pinyon Environmental, Inc.  
Corporate Headquarters  
3222 South Vance Street  
Lakewood, CO 80227  
Attn: Brian Partington, Principal – Project Delivery**

**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_

**David D. Spellman, Mayor**

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

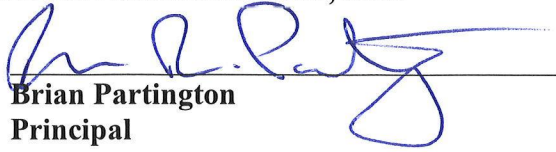
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney



**PINYON ENVIRONMENTAL, INC.**

By:

  
**Brian Partington**

Its:

**Principal**

**STATE OF COLORADO**

)

) ss.

**COUNTY OF JEFFERSON**

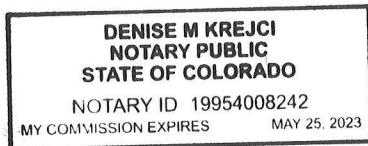
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20<sup>th</sup> day  
of December, 2019, by  
**Brian Partington as the Principal of Pinyon Environmental, Inc.**

My commission expires:

5/25/2023

(S E A L)



  
Notary Public

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

FROM: **Pinyon Environmental, Inc.**  
**Corporate Headquarters**  
**3222 South Vance Street**  
**Lakewood, CO 80227**

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

Project Name: **On-Call Historic Preservation Consulting and Advising Services**

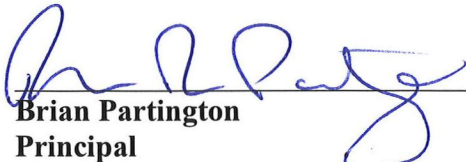
Bid Number: N/A

Project Number: N/A

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

Executed this 20<sup>th</sup> day of December, 20 19

Prospective Contractor: **Pinyon Environmental, Inc.**

By:   
**Brian Partington**  
Title: **Principal**

**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, **Shannon Lucio**, as a public contractor under contract with the City of Black Hawk (the  
"City"), hereby affirm that:

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

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

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

Shannon Lucio

Contractor Signature

**Shannon Lucio**

**Pinyon Environmental, Inc.**

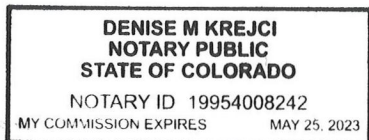
12/20/19  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20<sup>th</sup>  
day of December, 20 19, by  
**Shannon Lucio as Principal of Pinyon Environmental, Inc.**

My commission expires: 5/25/2023

(S E A L)



[Signature]  
Notary Public

## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

### **Documents that Serve to Prove Identification:**

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



## **EXHIBIT A**

### **2020 - SCOPE OF SERVICES PINYON ENVIRONMENTAL, INC.**

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Provide Historic Preservation Consulting Services.
2. Advise Black Hawk Historic Preservation Commission.
3. Advise Black Hawk City Council.
4. Advise Black Hawk City Staff.

The **City of Black Hawk** may provide a **Scope of Work** to **Pinyon Environmental, Inc.** on a project-by-project basis.

**Pinyon Environmental, Inc.** may provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** provided by the **City of Black Hawk** on a project-by-project basis.

## **EXHIBIT A-1**

### **2020 - SCHEDULE OF CHARGES PINYON ENVIRONMENTAL, INC.**

The City shall pay **Pinyon Environmental, Inc.** a retainer of One Thousand Dollars (\$1,000.00) per month, which amount shall be paid to **Pinyon Environmental, Inc** as a minimum amount paid on a monthly basis to **Pinyon Environmental, Inc.**

**Pinyon Environmental, Inc** shall invoice the City in accordance with this Schedule of Charges, and Section IV of this Agreement.

**Pinyon Environmental, Inc** shall be paid for all invoiced work on a monthly basis to the extent such invoiced work exceeds One Thousand Dollars (\$1,000.00), but in the event such invoiced work is less than One Thousand Dollars (\$1,000.00), **Pinyon Environmental, Inc** shall nonetheless be due the retainer amount of One Thousand Dollars (\$1,000.00).

**PINYON ENVIRONMENTAL, INC.**  
**SCHEDULE OF STANDARD RATES - 2020**



Labor/Employee Type	General Responsibilities	Rate
Administration	General project administration, project support.	\$64
Regulated Materials Specialist	Completes field services, including air clearances for asbestos/IH abatement or remediation projects, or field oversight for soil remediation projects such as asbestos with soil removal that requires an Air Monitoring Specialist.	\$81
Field Specialist / Project Assistant	Data management and administrative support, invoicing; maintain field equipment; administrative contract control.	\$85
Regulated Materials Specialist I	Completes more complicated tasks than the Regulated Materials Specialist, including small building inspection surveys, contractor oversight, and air clearances; will also complete or manage individual tasks assigned by others, and assemble data for reports.	\$89
Field Engineer/Scientist	Conducts routine field surveys to support General Professional levels, as well as compilation of scientific data collection and research.	\$99
Field Engineer/Scientist I	Conducts and supervises complex field surveys to support General Professional levels, as well as compilation of scientific data collection and research.	\$107
CAD/GIS Specialist	AutoCAD, floor plans, elevations, sections, scale drawings, layering and concept design for architects and engineers. Duties may include configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. GIS Specialist Utilizes programs such as ESRI ArcGIS to graphically present data or create figures or maps.	\$89
CAD/GIS Specialist I	CAD Specialist I is responsible for supervising junior-level staff configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. Individual may possess knowledge of 3-D High-Tech Animation for software 3-D Studio Maxx or 3-D Studio VIZ. GIS Specialist I is responsible for conducting GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$115
CAD/GIS Specialist II	CAD Specialist II is responsible for supervising junior and mid-level staff configuring and maintaining CAD libraries, engineering documentation management systems and CAD computer network systems. Individual may possess knowledge of 3-D High-Tech Animation for software 3-D Studio Maxx or 3-D Studio VIZ. GIS Specialist I is responsible for conducting GIS data acquisition, input, conversion, documentation, mapping, and analysis on projects.	\$125
CAD/GIS Specialist III	Directs and gathers GIS data and prepares complex reporting and analysis. Oversight of technical products related to GIS project management support. Conducts GIS data conversion, documentation, mapping and analysis. Utilizes software such as ESRI ArcGIS, and interprets data for various technical disciplines (e.g., biology, economics, NEPA).	\$150
Assistant Historian	Conducts research and field services in support of a technical lead.	\$64
Field Historian	Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources.	\$89
Archaeologist/Historian	Conducts research to support evaluation and development of recommendations for the significance, effect, and treatment of cultural resources. Writes technical reports.	\$115
Archaeologist/Historian I	Implements initial evaluations and recommendations for significance, effect, and treatment of cultural resources, and writes descriptive technical reports.	\$125
Archaeologist/Historian II	Prepares complex reporting and analysis, including oversight of technical products related to historic, archeological, paleontological, Section 106 and Section 4(f) resources. Directs the implementation of initial evaluations and recommendations for significance, effect, and treatment of cultural resources.	\$150
Archaeologist/Historian III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level archaeologists and historians; development of work plans, research designs, and mitigation proposals; adherence to professional standards; and integration of field data into comparative regional perspectives for analytical (evaluative) purposes.	\$183
Economist	Conducts data gathering; conducts analysis and performance of economic evaluations; conducts economic demographic analysis; prepares sections of technical reports.	\$115
Economist I	Conducts more complex analysis and economic evaluations; conducts economic demographic analysis; responsible for preparation and review of technical reports.	\$125
Economist II	Directs and gathers data and prepares complex reporting and analysis. Oversight of economic evaluations and economic demographic analysis.	\$150
Economist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level staff conducting economic evaluations and report writing. Conducts complex economic analysis and report writing.	\$190
Engineer	Conducts the collection and initial interpretation of engineering, and assists with the preparation of figures, exhibits, charts and data tables.	\$115
Engineer I	Conducts data analysis and input, field data gathering, and miscellaneous field services related to environmental engineering, and writes descriptive technical reports.	\$125
Engineer II	Prepares complex reporting and analysis including oversight of technical products related to engineering studies, requirement development and programming, engineering site investigations and evaluation, facility criteria development, facility requirements development, budget and programming support, environmental analyses and program execution.	\$150



Labor/Employee Type	General Responsibilities	Rate
Engineer III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level engineers; performing engineering studies; developing requirements and programming; engineering site investigations and evaluation; facility criteria development; facility requirements development, budget and programming support; and environmental analyses and program execution.	\$190
Industrial Hygienist	Completes field services, including Certified Asbestos Building Inspection surveys, contractor bid development and support, and complicated oversight and air quality clearances.	\$115
Industrial Hygienist I	Conducts industrial hygiene and/or hazardous materials (e.g., asbestos, lead paint, mold) assessments and investigations, asbestos sampling, asbestos in soil evaluations/monitoring, and design. Gathers and correlates data and evaluates information for preparation of technical reports.	\$125
Industrial Hygienist II	Prepares complex reporting and analysis, including oversight of technical products related to regulated materials and industrial hygiene, workplace safety, asbestos, mold and lead. Directs field surveys related to industrial hygiene studies, such as asbestos, lead, mold or other regulated materials. Gathers and correlates data and evaluates information for preparation of technical reports.	\$150
Industrial Hygienist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level industrial hygienists; development of work plans; complicated designs and mitigation; adherence to regulatory standards; and integration of field data into comprehensive documents.	\$190
Scientist	Conducts the collection and initial interpretation of scientific data, such as soil logging, soil and groundwater sampling, water-level surveying, scientific data, noise or air measurements.	\$115
Scientist I	Conducts data analysis and input, field data gathering, miscellaneous field services related to NEPA, air quality, noise, geology, chemistry and environmental science, and writes descriptive technical reports.	\$125
Scientist II	Directs the gathering of data and prepares complex reporting and analysis. Oversight of technical products and development of detailed studies related to NEPA, air quality, noise, environmental justice, biology, geology, chemistry and environmental science.	\$150
Scientist III	Responsible for technical completeness and competency of all submissions and work performed, including performance of junior- and mid-level planners and scientists. Conduct and supervise professional and technical staff to complete studies focused on planning, NEPA evaluations, air quality, noise, biology, geology, chemistry and environmental science.	\$190
Project Manager	Project management on routine projects. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses, and project execution. Familiar with planning, supervising and overseeing the overall project tasks.	\$150
Project Manager I	Project management on moderately complex projects, including coordination of multi-disciplinary teams, preparing responses to agency questions, and facilitates project meetings with client and regulators. Develops project requirements, site investigations, facility requirements development, budget and programming support, analyses and project execution.	\$163
Project Manager II	Project management, including coordination of multi-disciplinary teams, negotiating complex solutions with regulatory agencies and stakeholders, leads public information meetings, and develops and implements complex project strategies.	\$180
Program Manager	Responsible for planning, scheduling and overseeing the overall program as well as directing and coordinating various project tasks. The Program Manager also maintains a productive and effective client relationship with the most senior levels of the client organization.	\$188
Executive Management	Responsible for providing strategic direction, vision, and leadership. Performs senior-level QA/QC and conducts meetings and negotiations with regulatory and oversight agencies.	\$205
Expert Witness	Expert Witness Preparation and Deposition.	\$225

Lump Sum Equipment Charges	
General Field Visits (general projects, asbestos sampling kit [bulk sampling])	\$50/day
Biological Field Visit (includes sub-meter GPS, wetland flags, field notebook, and other incidentals)	\$250/day
Soil Logging/Screening (during drilling/test pits; includes PID or other instruments, GPS, and other incidentals)	\$250/day
Groundwater Sampling (includes YSI field measurements, water level meter, bailers, and other incidentals)	\$250/day
Noise Monitoring	\$250/day
Asbestos Air Monitoring Field Kit	\$115/day
Mileage (passenger car)	Current IRS rate
Outside Expenses (e.g., shipping, rental equipment, travel, subcontractor/subconsultant, laboratory fees)	Cost + 10%
<b>Specialty In-House Equipment Billed as Indicated in Project-specific Proposals</b>	

## **CERTIFICATE OF INSURANCE**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/01/2019

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

**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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>P.O. Box 7050</b> <b>Englewood, CO 80155</b> <b>800 873-8500</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 800 873-8500	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Pinyon Environmental, Inc. dba: Pinyon Environmental Engineering Resources Inc</b> <b>3222 S. Vance St., #200</b> <b>Lakewood, CO 80227</b>	<b>INSURER A :</b> Admiral Insurance Company	<b>NAIC #</b> <b>24856</b>
	<b>INSURER B :</b> Sentinel Insurance Company Ltd.	<b>11000</b>
	<b>INSURER C :</b> Hartford Underwriters Insurance Co.	<b>30104</b>
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		


**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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 CERTIFICATION 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 INSR	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 <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	FEIECC1713906	08/13/2019	08/13/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UEGFZ8225	08/13/2019	08/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	FEIEXS1714006	08/13/2019	08/13/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WEGBX3924	08/13/2019	08/13/2020	<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
A	Professional Liab Claims Made		X	FEIECC1713906	08/13/2019	08/13/2020	Per Claim \$1,000,000 Annl Aggr. \$2,000,000

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

If required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Excess Liability but only with respect to liability arising out of the Named Insureds work performed on behalf of the certificate holder and owner. This (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  <b>City of Black Hawk</b> <b>Attn: City Clerk</b> <b>P.O. Box 68</b> <b>Black Hawk, CO 80422-0068</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTIONS (Continued from Page 1)

insurance will apply on a primary, non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Pollution Liability, Professional Liability, Workers Compensation and Excess Liability. The Excess Liability policy provides excess coverage over the General Liability, Automobile Liability, Workers Compensation, Contractors Pollution Liability & Professional Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Contractors Pollution Liability-Policy Number:FEIECC1713906; \$1,000,000 Per Claim/\$2,000,000 Annl Aggr. Occurrence Basis

RE: Historic Preservation Consulting and Advising Service.

Additional Insured: City of Black Hawk and their officers and employees.



# **CITY OF BLACK HAWK, COLORADO**



**AGREEMENT FOR PROFESSIONAL SERVICES  
WEECYCLE ENVIRONMENTAL CONSULTING, INC**

**RESOLUTION 2-2020  
JANUARY 8, 2020**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1st day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **WEECYCLE ENVIRONMENTAL CONSULTING, INC.** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires **on-call environmental consulting and abatement services** (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 **on-call environmental consulting and abatement services**.

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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



## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

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

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

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

## **IX. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

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

## **XII. VENUE**

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

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. NO WAIVER**

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

## **XV. NOTICE**

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

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: **Cynthia Linker**  
**Community Planning & Development Director**

The Contractor:

**Weecycle Environmental Consulting, Inc.**  
**1208 Commerce Court, Suite 5B**  
**Lafayette, CO 80026**  
**Attn: Judith E. Sawitsky, President**

**XVI. ENTIRE AGREEMENT**

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

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

**CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

**ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney



**ORIGINAL WEECYCLE SIGNATURES REQUIRED**  
**ELECTRONIC WEECYCLE SIGNATURES PROVIDED**

Weecycle Environmental Consulting, Inc.

By: Judith E. Sawitsky  
Judith E. Sawitsky  
Its: President

STATE OF COLORADO

)

) ss.

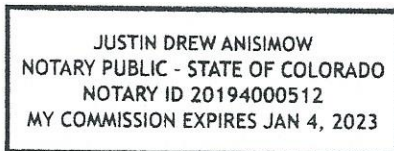
COUNTY OF BOULDER

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 27 day  
of DECEMBER, 2019,  
by Judith E. Sawitsky as the President of Weecycle Environmental Consulting, Inc.

My commission expires: JAN 4, 2023

(S E A L)



Justin Anisimow  
Notary Public

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

**FROM: WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

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

Project Name:  
**On-Call Environmental Consulting and Abatement Services**

Bid Number: N/A

Project Number: N/A

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

Executed this 27 day of December, 2019

Prospective Contractor: **Weecycle Environmental Consulting, Inc.**

By: Judith E. Sawitsky  
**Judith E. Sawitsky**

Title: **President**

**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, **Judith E. Sawitsky of Weecycle Environmental Consulting, Inc.**, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Agreement.

Judith E. Sawitsky  
Contractor Signature  
**Judith E. Sawitsky**  
**Weecycle Environmental Consulting, Inc.**

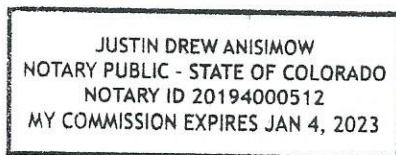
12-27-19  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 27 day  
of December, 2019,  
by **Judith E. Sawitsky as the President of Weecycle Environmental Consulting, Inc.**

My commission expires: JAN 4, 2023

(S E A L)



Justin Drew Anisimow  
Notary Public

## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

### **Documents that Serve to Prove Identification:**

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

## **EXHIBIT A**

### **2020 - SCOPE OF SERVICES WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

Services and responsibilities may include, but not necessarily be limited to, the following:

1. Asbestos Inspection, Testing, Oversight, Project Management, and Worker Certification Verification.
2. Mold / Indoor Air Quality Inspection, Testing, Oversight, Project Management, and Worker Certification Verification.
3. Lead-Based Paint Inspection, Testing, Oversight, Project Management, and Worker Certification Verification.
4. Radon Air Monitoring Inspection, Testing, Oversight, Project Management, and Worker Certification Verification
5. Hazardous Waste Removal.
6. Advise Black Hawk City Staff of current environmental laws and the development and implementation of new technologies.

The **City of Black Hawk** shall provide a **Scope of Work** to **Weecycle Environmental Consulting, Inc.** on a project-by-project basis.

**Weecycle Environmental Consulting, Inc.** shall provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** provided by the **City of Black Hawk** on a project-by-project basis.



**EXHIBIT A-1**  
**2020 - SCHEDULE OF CHARGES**  
**WEECYCLE ENVIRONMENTAL CONSULTING, INC.**

**BILLING RATES**

<b><u>CATEGORY</u></b>	<b><u>PER HOUR</u></b>
Project Manager	\$ 90.00
Geologist	\$115.00
Environmental Scientist	\$ 80.00
Senior Technician	\$ 50.00
Environmental Technician	\$ 45.00
Lead Inspector/Lead Risk Assessor	\$ 80.00
Lead Supervisor	\$ 80.00
Asbestos Project Designer	\$ 90.00
Asbestos Project Manager	\$ 90.00
Asbestos Inspector	\$ 80.00
Air Monitoring Specialist	\$ 60.00
Drafting	\$ 65.00
Document preparation/Word Processing/Clerical	\$ 40.00
<b><u>LEAD BASED PAINT (LBP) SERVICES</u></b>	<b><u>PER HOUR</u></b>
Lead Survey + Samples	\$395.00/hour
Lead Hazard Screen	\$225.00/hour
Risk Assessment	\$325.00/hour
Pre-renovation Testing	\$225.00/hour
<b><u>ASBESTOS SERVICES</u></b>	<b><u>PER DAY</u></b>
Asbestos Survey + Samples	\$475.00/day
Daily Rate – Project Over-Site	\$600.00/day
Daily Rate – (Set & Collect)	\$350.00/day
Final Visual Inspection & Air Monitoring Clearances	\$400.00/day
Weekend Rate	\$500.00/day
Out of Town Rate	\$600.00/day
<b><u>ENVIRONMENTAL ASSESSMENTS</u></b>	<b><u>PER ITEM</u></b>
Phase I Environmental Assessments	\$1400 - \$1800/per site
Phase II Environmental Assessments	\$95.00/per hour
Wetland/NEPA Compliance	\$350 - \$500/per site

<b>LABORATORY</b>		<b>PER SAMPLE</b>
<b><u>Lead</u></b>		
Wipe/Soil Samples (Lead)		
6 hr rush		\$30.00/sample
24 hr		\$22.00/sample
Bulk Chip Samples (Lead)		
24 hr		\$22.00/sample
<b><u>Asbestos</u></b>		
PCM Analysis Asbestos		\$10.00/sample
Bulk Asbestos (PLM)		
2 hr rush		\$32.00/sample
24 hr		\$22.00/sample
3-5 day		\$12.00/sample
Point Count		
6 hours		\$65.00/sample
24 hr		\$50.00/sample
3 Day		\$30.00/sample
<b><u>INDOOR AIR QUALITY</u></b>		
Bulk Samples		\$50.00/sample
Air-O-Cell		\$55.00/sample
<b><u>SAFETY GEAR</u></b>		<b>PER PERSON &amp; PER DAY</b>
Level A		\$500.00/per day
Level B		\$250.00/per day
Level C		\$ 50.00/per day
Level D		\$ 25.00/per day
<b><u>TRAVEL</u></b>		<b>PER PERSON &amp; PER ITEM</b>
Car Mileage		Current IRS Rate/mile
Truck & Equipment Trailer		\$175/100 mile roundtrip
Travel		\$ 40.00/hour
<b><u>FIELD INSTRUMENTS</u></b>	<b><u>PER DAY</u></b>	<b><u>PER WEEK</u></b>
Photo Ionization Detector	\$ 85.00	\$260.00
PH/Temp Meter	\$ 30.00	\$ 80.00
Conductivity/pH/Temp Meter	\$ 57.00	\$140.00
Water Level Indicator	\$ 35.00	\$ 92.00
Peristaltic Pump	\$ 40.00	\$115.00
Submersible Pump	\$235.00	\$520.00
Generator	\$ 86.00	\$230.00
Radiation Detector	\$ 45.00	\$155.00

<b>OTHER EXPENSES</b>	<b>PER ITEM</b>
Miscellaneous Expenses	Actual Cost + 10%
Project Supplies	\$ 35.00/project
Laboratory Analysis (not listed)	Cost + 10%
Mileage	Current IRS Rate/mile
Camera	\$ 10.00/day
Cell Phone	\$ 10.00/day
Black & White Copies	\$ 0.10/page
Color Printing	\$ 0.75/page
Per Diem	\$ 65.00 - \$125.00 (Geographically Dependent)

## CERTIFICATES OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2018

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

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

<b>PRODUCER</b> Van Oppen & Co. 2, Inc. VOCO 2 Insurance & Risk Control Services P.O. Box 793 Teton Village WY 83025	<b>CONTACT NAME:</b> Brenda Todd <b>PHONE (A/C. No. Ext):</b> 800-746-0048 <b>E-MAIL ADDRESS:</b> service@vanoppenco2.com <b>FAX (A/C. No):</b>
<b>INSURED</b> Weecycle Environmental Consulting, Inc. 1208 Commerce Ct #5B Lafayette CO 80026	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Homeland Insurance Co. of NY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : <b>NAIC #</b> 34452

**COVERAGES****CERTIFICATE NUMBER:** 335380470**REVISION NUMBER:**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CPL (Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793007872 0000	4/11/2018	4/11/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab "Claims Made"			793007872 0000	4/11/2018	4/11/2020	Each Claim \$2,000,000 Aggregate \$2,000,000 Subject to GL Agg

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Black Hawk is included as additional insured on the general liability as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Black Hawk  
PO Box 68  
Black Hawk CO 80422

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

NCCI #: WC000313  
Policy #: 3444333

Weecycle Environmental Consulting Inc  
1208 Commerce Ct Suite 5B  
Lafayette, CO 80026

**ENDORSEMENT: Waiver Of Subrogation**

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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**SCHEDULE**

City of Black Hawk  
211 Church Street  
Black Hawk, CO 80422

Effective Date: May 24, 2019  
Pinnacol Assurance has issued this endorsement May 24, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2019

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

**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).

<b>PRODUCER</b> Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Weecycle Environmental Consulting Inc 1208 Commerce Ct Suite 5B Lafayette, CO 80026	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Pinnacol Assurance</td><td>41190</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pinnacol Assurance	41190	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Pinnacol Assurance	41190																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	3444333	06/01/2019	06/01/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Unless otherwise stated in the policy provisions, coverage in Colorado only. 0

## CERTIFICATE HOLDER

## CANCELLATION

1995626 City of Black Hawk 211 Church Street Black Hawk, CO 80422 sforbes@cityofblackhawk.org	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <b>Pinnacol Assurance</b></p>
---	--

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## **CERTIFICATE HOLDER COPY**

City of Black Hawk  
211 Church Street  
Black Hawk, CO 80422

### **IMPORTANT**

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

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

### **DISCLAIMER**

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

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

# **CITY OF BLACK HAWK, COLORADO**



**AGREEMENT FOR PROFESSIONAL SERVICES  
GONZALES CUSTOM PAINTING, INC.**

**RESOLUTION 2-2020  
JANUARY 8, 2020**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020** by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **GONZALES CUSTOM PAINTING, INC** hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires a **paint contractor that specializes in comprehensive painting services for both interior and exterior work providing all supervision, labor, equipment, tools, supplies, and materials that encompasses both residential and municipal projects on an "on-call" basis** (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 **on-call consulting services to assist the City with providing interior and exterior painting services for residential and municipal projects within the City of Black Hawk.**

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

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

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

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

## **IX. INSURANCE**

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



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

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

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

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

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

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

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

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

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

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

#### **X. NON-ASSIGNABILITY**

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

#### **XI. TERMINATION**

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

#### **XII. VENUE**

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

### **XIII. INDEPENDENT CONTRACTOR**

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

### **XIV. NO WAIVER**

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

### **XV. NOTICE**

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

The City:

City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: **Cynthia Linker**  
**Community Planning & Development Director**

The Contractor:

**Dawn Wood, Office Manager**  
**Gonzales Custom Painting, Inc.**  
**6820 Orion Court**  
**Arvada, CO 80007**

## **XVI. ENTIRE AGREEMENT**

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

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

### **CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

### **ATTEST:**


\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**ORIGINAL GONZALES SIGNATURES REQUIRED**  
**ELECTRONIC GONZALES SIGNATURES PROVIDED**

Gonzales Custom Painting, Inc.

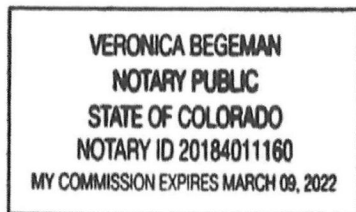
By:   
Its: Office Manager

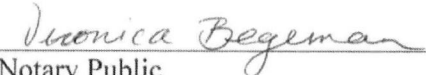
STATE OF COLORADO )  
 ) ss.  
COUNTY OF BOULDER )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 27 day  
of December, 20 19, by **Dawn Wood as the Office Manager of**  
**Gonzales Custom Painting, Inc.**

My commission expires: March 09 2022

(S E A L)



  
Notary Public

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

**FROM:** Dawn Wood, Office Manager  
Gonzales Custom Painting, Inc.

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

**Project Name:**  
**On-Call Professional Services Agreement – Interior / Exterior Painting**

**Bid Number:** N/A                      **Project Number:** N/A

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

Executed this 27 day of December, 2019

**Prospective Contractor:** Gonzales Custom Painting, Inc.

**By:** \_\_\_\_\_

Dawn Wood

**Title:** Office Manager



**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT PROGRAM AFFIDAVIT

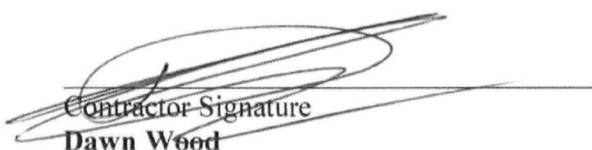
(To be completed if Contractor participates in the  
Department of Labor Lawful Presence Verification Program)

I, **Dawn Wood**, as a public contractor under contract with the City of Black Hawk (the  
"City"), hereby affirm that:

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

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

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

  
Contractor Signature

**Dawn Wood**  
**Gonzales Custom Painting, Inc.**

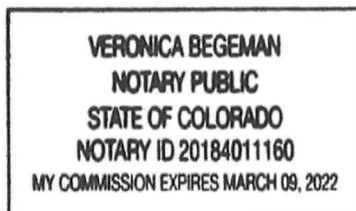
12/27/19  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 27<sup>th</sup> day  
of December, 2019, by **Dawn Wood as the Office Manager of**  
**Gonzales Custom Painting, Inc.**

My commission expires: March 09, 2022

(S E A L)



Veronica Begeman  
Notary Public

## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

### **Documents that Serve to Prove Identification:**

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

## **EXHIBIT A**

### **SCOPE OF WORK - 2020**

The **City of Black Hawk** shall provide a **Scope of Work** to **Gonzales Custom Painting, Inc.** on a project-by-project basis.

**Gonzales Custom Painting, Inc.** shall provide a quote based on the attached **Schedule of Charges - Exhibit A-1** and **Scope of Work** provided by the **City of Black Hawk** on a project-by-project basis.

## **EXHIBIT A-1**

### **SCHEDULE OF CHARGES - 2020 GONZALES CUSTOM PAINTING, INC.**

Example of Sq. Ft. Prices

Interior Walls	Sq Ft. \$2.00
Interior Ceilings	Sq. Ft. \$1.96
Exterior Walls	Sq. Ft. \$1.92
Doors/frames	Each \$50.00
Railings	Ln Ft. \$1.25

**CERTIFICATIONS**  
**LEAD SAFETY FOR RENOVATION, REPAIR, AND PAINTING**



**Weecycle Environmental Consulting, Inc.**  
1208 Commerce Ct / Suite 5B / Lafayette, Colorado 80026  
Phone: (303)413-0452 / Fax: (303)413-0710 / [rm@weecycle-env.com](mailto:rm@weecycle-env.com)

**Certificate of Attendance and Successful Completion**  
**Lead Safety for Renovation, Repair, and Painting**  
**Renovator Initial – English**

Per 40 CFR Part 745.225

**William Gonzales**

2820 Orion Ct  
Arvada, CO 80007

Certification No: R-I-18362-19-03144



Course Date: October 23, 2019  
Examination Date: October 23, 2019  
Expiration Date: October 23, 2024

Signed: \_\_\_\_\_

Date October 23, 2019





## Weecycle Environmental Consulting, Inc.

1208 Commerce Ct / Suite 5B / Lafayette, Colorado 80026

Phone: (303)413-0452 / Fax: (303)413-0710 / [trp@weecycle-env.com](mailto:trp@weecycle-env.com)

### **Certificate of Attendance and Successful Completion** **Lead Safety for Renovation, Repair, and Painting** **Renovator Initial – English**

Per 40 CFR Part 745.225

#### **Monique Gonzales**

3241 S Princess Cir

Broomfield, CO 80020

Certification No: R-I-18362-19-03145



Course Date: October 23, 2019  
Examination Date: October 23, 2019  
Expiration Date: October 23, 2024

Signed: \_\_\_\_\_

*Paula E. Stewart*

Date: October 23, 2019

## **CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2019

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

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  
**BUSINESS INSURANCE SPECIALISTS INC**  
4356 Chateau Ridge Rd  
Castle Rock, CO 80108-8424

CONTACT NAME: **Frank Cleary**  
PHONE (A/C No Ext): **303-688-6543** FAX (A/C No): **303-688-0628**  
E-MAIL: **frankcleary@comcast.net**  
ADDRESS:

INSURED **Gonzales Custom Painting, Inc**  
6820 Orion Court  
Arvada, CO 80007

303-791-0036 Offc

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: <b>Hartford Insurance Co</b>	
INSURER B: <b>Guard Insurance Co</b>	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INS 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		34SBAVT2763	4/27/19	4/27/20	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		GOAU098775	4/27/19	4/27/20	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			34SBAVT2763	4/27/19	4/27/20	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
A	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	N/A	34WECBY6191	4/27/19	4/27/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

The City of Black Hawk is added as an additional insured to this CGL policy per endorsement SS0008, and to the auto policy per endorsement BA 9904, attached.

**CERTIFICATE HOLDER**

City Of Black Hawk  
201 Selak Street  
PO Box 68  
Blackhawk, CO 80422

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# **CITY OF BLACK HAWK, COLORADO**



**AGREEMENT FOR PROFESSIONAL SERVICES  
SAFEbuilt LLC.**

**RESOLUTION 2-2020  
JANUARY 8, 2020**



## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of January, 2020**, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **SAFEbuilt LLC** hereinafter referred to as "**Contractor**").

### **RECITALS:**

A. The City requires a committed team of knowledgeable certified professionals to support the City by providing all-inclusive building official services, administrative support, building Code services that include adoption and enforcement, Code compliance, plan reviews and inspections for the ongoing maintenance of their full service building department on an "On-Call" basis (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, **certified, trained and dedicated individuals** for the Project.

### **I. SCOPE OF SERVICES**

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

### **II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

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

### **III. OWNERSHIP OF WORK PRODUCT**

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

#### **IV. COMPENSATION**

A. Compensation shall not exceed **amounts as described in Exhibit A-1 for the work described in Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

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

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

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

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

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

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2020**.

## **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**

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

B. Illegal Aliens.

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

2. Prohibited Acts. Contractor shall not:

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

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

3. Verification.

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

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

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

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

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

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

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

## **VIII. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands,



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

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

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

## **IX. INSURANCE**

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

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

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

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

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

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

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

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

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period

thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

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

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

## **X. NON-ASSIGNABILITY**

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

## **XI. TERMINATION**

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

## **XII. VENUE**

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

## **XIII. INDEPENDENT CONTRACTOR**

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

## **XIV. NO WAIVER**

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

## **XV. NOTICE**

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

The City:

**City of Black Hawk  
P.O. Box 68  
Black Hawk, Colorado 80422-0068  
Attn: Cynthia L. Linker  
Community Planning & Development Director**

The Contractor:

**SAFEbuilt, LLC  
3755 Precision Drive #140  
Loveland, Colorado 80538  
Attn: Thomas P. Wilkas, CFO**

## **XVI. ENTIRE AGREEMENT**

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

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

### **CITY OF BLACK HAWK, COLORADO**

By: \_\_\_\_\_  
David D. Spellman, Mayor

### **ATTEST:**

\_\_\_\_\_  
Melissa A. Greiner, CMC  
City Clerk

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**ORIGINAL SAFE BUILT NOTARIZED  
SIGNATURES REQUIRED**

**ELECTRONIC SAFE BUILT NON-NOTARIZED  
SIGNATURES PROVIDED**

**SAFEbuilt, LLC**

By: \_\_\_\_\_



**Thomas P. Wilkas**

Its: \_\_\_\_\_

**CFO**

STATE OF COLORADO

)

) ss.

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Thomas P. Wilkas** as the **CFO** of **SAFEbuilt, LLC**.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

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

**FROM: Thomas P. Wilkas, CFO  
SAFEbuilt, LLC  
3755 Precision Drive #140, Loveland, CO 80538**

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

**Project Name: On-Call Professional Services Contract – Full-Service Building Department  
Consulting Services**

**Bid Number: N/A**

**Project Number: N/A**

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

Executed this 23rd day of December, 2019

Prospective Contractor **SAFEbuilt, LLC**

By:   
**Thomas P. Wilkas**

Title: CFO  
**CFO**



**NO EMPLOYEE AFFIDAVIT**  
**This Page Not Applicable**

**1. Check and complete one:**

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

**OR**

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

**2. Check one.**

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

*The City must verify this statement by reviewing one of the following items:*

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

**OR**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, **Thomas P. Wilkas, CFO**, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

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

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

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

  
\_\_\_\_\_  
Contractor Signature  
**Thomas P. Wilkas, CFO**  
**SAFEbuilt, LLC**

12/23/2019  
\_\_\_\_\_  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Thomas P. Wilkas** as the **CFO** of **SAFEbuilt, LLC**.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

## **ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION**

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

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

**OR**

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

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

**AND**

### **Documents that Serve to Prove Identification:**

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

## EXHIBIT A

### SCOPE OF WORK - 2020

#### **AN AMENDMENT TO THIS EXHIBIT MAY BE REQUIRED AFTER CP&D IMPLEMENTS NEW SOFTWARE SYSTEMS**

#### **1. PURPOSE:**

The City of Black Hawk requires a committed team of dedicated, trained, knowledgeable, certified, and licensed professionals to support the City by providing a full-service all-inclusive building department service. These services include but are not limited to, building official services, building Code services, Code adoption, compliance, interpretation and enforcement, plan reviews, and inspections.

#### **2. SAFEbuilt PROVIDED LIST OF SERVICES:**

SAFEbuilt shall provide the following services to the City of Black Hawk using qualified International Code Council certified and State licensed professionals. SAFEbuilt representatives shall dress professionally and wear SAFEbuilt identification (badge/clothing), identifying them as an authorized Consultant of the City of Black Hawk.

SAFEbuilt shall provide their staff:

- a. Vehicles, fuel and vehicle maintenance;
- b. Cell phones and iPads;
- c. Insurance;
- d. Salaries and benefits;
- e. Professional appearance, attire, and badge;
- f. Membership dues and certifications.

SAFEbuilt to provide Building Official Services to include but not limited to:

- a. A SAFEbuilt representative shall be appointed as the designated Building Official for the City of Black Hawk by the City of Black Hawk City Manager. The City of Black Hawk grants the SAFEbuilt representative all rights and privileges, as established by Chapter 18 of the Black Hawk Municipal Code. SAFEbuilt and the City of Black Hawk mutually agree to any change in the Building Official.
- b. SAFEbuilt shall provide the City of Black Hawk current resumes and certifications for all SAFEbuilt staff assigned to the City of Black Hawk.
- c. SAFEbuilt representative shall act as a technical advisor and resource for the City of Black Hawk staff, City of Black Hawk consultants, residential and the business community.
- d. SAFEbuilt representative shall assist the City of Black Hawk staff, residential and business community through the complexities of the Municipal Code, International Codes, Electrical Code, and Code amendments.
- e. SAFEbuilt representative shall monitor changes to the International Codes, Electrical Codes as adopted by the State of Colorado, including state or local requirements. SAFEbuilt representative shall make recommendations and advise the City of Black Hawk on the adoption of Code regulations and how changes and amendments may impact projects in the City of Black Hawk.
- f. SAFEbuilt representative shall perform quality control inspections on specific projects identified by the City of Black Hawk. Ensure materials and construction practices meet the City of Black Hawk construction standards and guidelines.

SAFEbuilt to provide Building Code Inspections:

- a. SAFEbuilt shall provide certified and licensed combination inspectors to the City of Black Hawk. SAFEbuilt and the City of Black Hawk mutually agree to staff and staff changes.
- b. SAFEbuilt representatives shall perform consistent Code compliant inspections to determine that construction complies with issued permits, approved plans, and currently adopted International and Electrical Codes, Code amendments, and Municipal Code.
- c. SAFEbuilt representatives shall read and interpret technical manuals, drawings, instructions, specifications as related to projects.
- d. SAFEbuilt representatives shall notify the contractor of Code violations with verbal dialogue and written inspection reports at the time of inspection. Cite all Municipal, International and, Electrical Code sections that pertain to violations.
- e. SAFEbuilt representatives shall perform re-inspection to verify the correction of violations.
- f. SAFEbuilt representatives shall check and confirm all required special inspections are performed and reviewed for completeness. Provide “Reviewed” electronic file copy to the City of Black Hawk Development Coordinator.
- g. SAFEbuilt representatives shall review testing data and reports for conformance to specifications. Provide “Reviewed” electronic file copy to the City of Black Hawk Development Coordinator.
- h. SAFEbuilt representatives shall provide City of Black Hawk Development Coordinator with a copy of inspection results. The results shall be either hand-delivered in written format or emailed in a PDF format. When the City implements a new software system, SAFEbuilt representative shall result the assigned inspections in the field, automatically informing contractors of inspection results, schedule a building inspection in the field.
- i. SAFEbuilt representatives shall inform the City of Black Hawk Development Coordinator of any failed or problematic inspection results.
- j. SAFEbuilt representatives shall provide onsite consultations to residential/business community and contractors while performing inspections.
- k. SAFEbuilt representatives shall issue stop-work notices for non-conforming activities – as needed.
- l. City of Black Hawk Development Coordinator shall schedule all inspections and shall notify SAFEbuilt via Innoprise by 4:00 p.m. the business day before the inspection date. SAFEbuilt representatives shall be available for inspections Monday-Friday from 8:00 a.m. – 5:00 p.m. (excluding Municipal holidays). This section may be amended in the future.

SAFEbuilt to provide Plan Review Services:

- a. SAFEbuilt representatives shall provide International Code Council certified and experienced plans examiners, commercial and residential.
- b. SAFEbuilt representatives shall review building plans, calculations, and specifications. When the City implements Blue Beam Revu, a SAFEbuilt representative will open studio sessions, collect all responses comments from the DRC Group, close the session, and provide the Plan Review to the applicant.
- c. Produce from Blue Beam Revu an official written Plan Review report in a professional, articulate and courteous manner that includes comments from the review group, which

- highlights plan deficiencies, references applicable sections from the City of Black Hawk Municipal Code, International Codes, and Electrical Code.
- d. SAFEbuilt representatives shall adhere to the City of Black Hawk Municipal Code and adopted International Codes, Electrical Code, and Code amendments.
  - e. SAFEbuilt representatives shall determine the type of construction, use, and occupancy classification. Determine types of inspections required, including special inspections. Include information on the building inspection card before issuing it to the applicant.
  - f. SAFEbuilt representatives shall complete the review within established review cycles:
    - 1) A Minor project is a total of 15 business days; *10 days for review and comments* and 5 days for City of Black Hawk Development Coordinator or Studio Session designee to prepare plan review and distribute the report.
    - 2) A major project is a total of 30 business days; *25 days for review and comments* and 5 days for the City of Black Hawk Development Coordinator or Studio Session designee to prepare plan review and distribute the report.
    - 3) Review Cycles are subject to change based on direction from City of Black Hawk City Manager and City Council.
  - g. SAFEbuilt representatives acknowledge the Plan review timeframe begins upon notification of electronic submittal from the City of Black Hawk Development Coordinator.
  - h. SAFEbuilt representatives shall confirm valuations and assist City of Black Hawk Development Coordinator in computing permit fees as derived from the International Code Council Building Valuation data or City of Black Hawk fee schedule, as required.
  - i. SAFEbuilt representatives shall return one (1) set of electronically stamped finalized approved plans and all supporting documentation to the applicant.
  - j. SAFEbuilt representatives shall communicate with the City of Black Hawk Development Coordinator to keep the plan review process on schedule.
  - k. SAFEbuilt representatives shall interpret legal requirements and recommend compliance procedures. SAFEbuilt representatives shall address all issues by documented comment with applicable Code sections.

#### Structural Engineering Reviews and Resources

- a. SAFEbuilt to provide a State licensed structural engineer.

#### Additional SAFEbuilt Responsibilities:

- a. SAFEbuilt to provide Permit Technician Services as required.
- b. SAFEbuilt representatives are considered as an extension of the City of Black Hawk staff and adhere to the same standards as direct hire City of Black Hawk employees.
- c. SAFEbuilt representatives shall be committed to and invested with the City and its projects.
- d. The City of Black Hawk shall hold SAFEbuilt representatives accountable for his/her decisions.
- e. The City of Black Hawk views working with SAFEbuilt representatives as a partnership. This partnership requires SAFEbuilt representatives to be experts in their fields that provide consistent and concise technical expertise.
- f. SAFEbuilt representatives are fully accountable to comprehend and apply the components of the City of Black Hawk's processes and procedures.
- g. SAFEbuilt representatives shall ensure the City of Black Hawk's parameters and objectives are uniformly applied and completed under each work product. All correspondence, inspection reports, and plan reviews shall reference related Municipal/Building/Electrical, etc. Code sections, plans, and specifications.

- h. SAFEbuilt representatives shall successfully identify, analyze, and solve problems, clearly explaining options and solutions to the end-users.
- i. SAFEbuilt representatives shall work directly with and build strong working relationships with the Community Planning and Development Director, Development Coordinators, other City of Black Hawk staff, City of Black Hawk consultants, citizens, business owners, architects, and general contractors. A domineering or inconsistent work style is undesirable.
- j. SAFEbuilt Colorado Operations Manager shall meet monthly with the Community Planning and Development Director.
- k. The designated Building Official shall attend weekly Development Review Committee (DRC) meetings. The goal of meeting attendance is to encourage amicable communication cultivating a culture of openness and information sharing with other members of the committee.
- l. SAFEbuilt representatives shall form a strong working relationship with the City of Black Hawk Fire Department staff.
- m. SAFEbuilt representatives shall attend the City of Black Hawk City Council meetings as directed.
- n. SAFEbuilt representatives and City of Black Hawk staff shall attend Owner/Architect/Contractor meetings of significant/major projects.
- o. SAFEbuilt representatives and the City of Black Hawk Fire Department staff shall jointly walk significant/major projects every week to identify Code-related issues.
- p. SAFEbuilt representatives and City of Black Hawk staff shall work together to establish policies and procedures for tracking such items as, but not limited to, Requests for Information, Special Inspections, etc.

### **3. CITY OF BLACK HAWK PROVIDED LIST OF SERVICES:**

- a. Provide, at no charge, viewing rights access in Innoprise to SAFEbuilt representatives. CP&D is working with Innoprise to establish this process.
- b. Provide, at no charge, all relevant forms and documents required to complete project inspections. However, the City of Black Hawk strives to be a paperless office by the end of 2020.
- c. Provide Development Coordinator related services.
- d. Schedule, oversee, and result in all inspections. Provide SAFEbuilt with inspection details and information. When the City of Black Hawk provides access to SAFEbuilt, reevaluate this process.
- e. Provide access to Innoprise so SAFEbuilt can generate a tabulation of monthly invoice fees and provide to the City of Black Hawk.
- f. Work with SAFEbuilt to plan, organize, oversee, and evaluate the functions and activities related to plan review, inspections, and zoning Code enforcement.
- g. Oversee and ensure the City of Black Hawk and SAFEbuilt are meeting the agreed-upon performance measures and expectations.

**EXHIBIT A-1****SCHEDULE OF CHARGES – 2020  
SAFEBUILT LLC**

Consultant fees, according to this Agreement, will be as follows:

<b>2020 Service Fee Schedule</b>	
<b>New Permits Issued</b>	
<b>Building Permit Fee</b>	70% of the fee collected by CoBH
<b>Electrical Permit Fee</b>	70% of the fee collected by CoBH
<b>Building Plan Review Fee</b> (Includes initial review with one (1) response comments)	70% of the fee collected by CoBH
<b>Additional Building Plan Reviews and Response Comments</b> (Review of previous approved / changes / additions / revisions)	\$150.00 an hour
<b>Structural Engineering Review Fee</b>	Actual Costs
<b>Re-Inspection Fee</b> SAFEbuilt shall charge a re-inspection fee in the following instances: <ol style="list-style-type: none"> <li>1. The contractor schedules an inspection and is not ready when SAFEbuilt arrives.</li> <li>2. The contractor schedules an inspection and provides an incorrect address.</li> <li>3. The contractor schedules an inspection but is not available to walk with SAFEbuilt.</li> <li>4. The contractor or homeowner disregards correction items listed from previous inspection and schedules a re-inspection without making required corrections.</li> </ol>	\$150.00 an hour.
<b>Inspections Outside of Normal Business Hours. Normal Business Hours are 8:00 a.m. – 5:00 p.m. – Monday-Friday</b>	\$200.00 an hour – four (4) hour minimum
<b>Building Consulting / Miscellaneous Services</b> (Includes all services not listed)	\$150.00 an hour
<b>Expert Witness/Court Testimony</b>	Actual Costs
<b>Attend Monthly Staff and Weekly Development Review Committee (DRC) meetings</b>	No Charge
<b>Miscellaneous:</b> <ol style="list-style-type: none"> <li>1. Rates are all-inclusive – no separate billing for mileage or vehicle expenses.</li> <li>2. SAFEbuilt shall not invoice contractors or homeowners directly. SAFEbuilt shall invoice the CoBH.</li> <li>3. In the event of termination of this agreement, SAFEbuilt agrees to complete any plan reviews and inspections paid in advance.</li> <li>4. Fees from the currently adopted CoBH Fee Schedule may also apply.</li> </ol>	



**CERTIFICATE OF INSURANCE**

**PROFESSIONAL LIABILITY INSURANCE  
REQUIRES \$1,000,000 GENERAL AGGREGATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

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

**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).

<b>PRODUCER</b> RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-856-9400 <b>FAX (A/C, No):</b> 312-856-9425 <b>E-MAIL ADDRESS:</b> ckost@rbninsurance.com		
<b>INSURED</b> SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland CO 80538		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Hartford Fire Insurance Co.		19682
		INSURER B: Hartford Casualty Insurance Co		29424
		INSURER C: Navigators Insurance Company		42307
		INSURER D: Twin City Fire Insurance Co.		29459
		INSURER E: Great American E&S Ins. Co.		37532
INSURER F:				

**COVERAGES****CERTIFICATE NUMBER: 697005996****REVISION NUMBER:**

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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	83WECE0623	5/12/2019	5/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 9,000,000

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

The City of Black Hawk is an Additional Insured as respects General Liability on a primary and non-contributory basis as required by a written contract. General Liability and Workers Compensation Waivers of Subrogation in favor of the Additional Insured apply as required by a written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Black Hawk P. O. 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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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<b>AGENCY</b> <b>RBN Insurance Services</b>		<b>NAMED INSURED</b> <b>SAFEbuilt Holding Company</b> <b>SAFEbuilt, LLC (See Attached)</b> <b>3755 Precision Drive, Ste 140</b> <b>Loveland, CO 80538</b>	
<b>POLICY NUMBER</b> <b>SEE PAGE 1</b>			
<b>CARRIER</b> <b>SEE PAGE 1</b>	<b>NAIC CODE</b> <b>SEE P 1</b>	<b>EFFECTIVE DATE: SEE PAGE 1</b>	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

### **Named Insureds (continued):**

**SAFEbuilt Arizona, LLC**  
**SAFEbuilt Carolinas, LLC**  
**SAFEbuilt Colorado, LLC**  
**SAFEbuilt Florida, LLC**  
**SAFEbuilt Georgia, LLC**  
**SAFEbuilt Illinois, LLC**  
**SAFEbuilt Louisiana, LLC**  
**SAFEbuilt New Mexico, LLC**  
**SAFEbuilt Ohio, LLC**  
**SAFEbuilt Oregon, LLC**  
**SAFEbuilt Texas, LLC**  
**SAFEbuilt Michigan, LLC**  
**SAFEbuilt Washington, LLC**  
**SAFEbuilt Wisconsin, LLC**  
**LSL Planning, LLC**  
**Meritage Systems, Inc.**

If required by a written contract, the following forms apply on a blanket basis.

### **General Liability:**

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

### **Auto Liability:**

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

### **Workers Compensation:**

WC 00 03 13 Waiver Of Our Right to Recover from Others

**RESOLUTION 3-2020**  
**A RESOLUTION**  
**APPROVING THE**  
**PURCHASE OF TWO (2)**  
**2020 FOR EXPLORER**  
**POLICE VEHICLES FROM**  
**PHIL LONG FORD IN AN**  
**AMOUNT NOT TO**  
**EXCEED \$83,750.00**

STATE OF COLORADO  
COUNTY OF GILPIN  
CITY OF BLACK HAWK

Resolution No. 3-2020

**TITLE: A RESOLUTION APPROVING THE PURCHASE OF TWO (2) 2020 FORD EXPLORER POLICE VEHICLES FROM PHIL LONG FORD IN AN AMOUNT NOT TO EXCEED \$83,750.00**

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

**Section 1.** The City Council hereby approves the purchase of two (2) 2020 Ford Explorer Police Vehicles from Phil Long Ford in an amount not to exceed \$83,750.00.

RESOLVED AND PASSED this 8<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
David D. Spellman, Mayor

ATTEST:

\_\_\_\_\_  
Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

---

**SUBJECT:** Purchase of two (2) 2020 Ford 4 door Explorer Police cars for a total cost of \$83,750.00.

**RECOMMENDATION:** Staff recommends the following motion to the Mayor and Board of Aldermen: Accept bid from Phil Long Ford in the amount of \$83,750.00.

**MOTION TO APPROVE** Resolution 3-2020, A Resolution Approving the Purchase of Two (2) 2020 Ford Explorer Police Vehicles Not to Exceed \$83,750.00.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Review of the older police cars, which are 11 years old and maintenance cost increases, marked police cars need to be rotated out of service and replaced. The two marked patrol cars being replaced are 2009 Chevrolet Tahoes. Phil Long Ford and Johnson Auto Plaza are the two automobile vendors the City of Black Hawk has used in the past.

Phil Long Ford quoted 2020 Ford Explorer police package patrol cars, set up with some of the required emergency equipment for the price of \$41,875.00.

Johnson Auto Plaza could not quote a 2020 police package Chevrolet Tahoe because Chevrolet is not accepting any further orders for 2020 for the police package Tahoes.

**AGENDA DATE:** January 8, 2020

**WORKSHOP DATE:** October 23, 2019

**FUNDING SOURCE:** 305-3101-4317541 Police Cars/ Capital Funds Projects

**DEPARTMENT DIRECTOR APPROVAL:** [ X ]Yes [ ]No

**STAFF PERSON RESPONSIBLE:** Chief Kenneth Lloyd

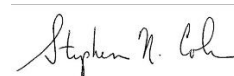
**DOCUMENTS ATTACHED:** Quote from Phil Long Ford  
Letter from Fleet Superintendent Steve Jackson

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

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

**SUBMITTED BY:**

**REVIEWED BY:**



Kenneth E. Lloyd, Chief of Police

Stephen N. Cole, City Manager

CNGP530

VEHICLE ORDER CONFIRMATION

12/17/19 13:58:25

==>

Dealer: F56002

2020 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: C3 Ord FIN: QD299 Order Type: 5B Price Level: 025

Ord Code: 500A Cust/Flt Name: BLACK HAWK PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$40615	425	50 STATE EMISS	NC
	.119" WHEELBASE		43A	REAR AUX LIGHTS	395
UM	AGATE BLACK		47A	ENGINE IDLE	260
9	CLTH BKTS/VNL R		51R	DRV LED SPT LMP	395
6	EBONY		549	PWR MIRR HTD	60
500A	EQUIP GRP		55F	KEYLESS - 4 FOB	340
	.AM/FM STEREO		59B	KEY CODE 1284X	50
99B	3.3L V6 TI-VCT	(3530)	61B	OBD-II SPLT CON	55
44U	10SPD AUTO TRAN	NC			
	JOB #2 ORDER			TOTAL BASE AND OPTIONS	46585
67U	ULTIMATE WR KIT	560		TOTAL	46585
	.GRILL WIRING			*THIS IS NOT AN INVOICE*	
	.RR MOUNT PLATE				
18D	GBL LOCK/UNLOCK	NC		* MORE ORDER INFO NEXT PAGE *	
21L	FRONT AUX LIGHT	550		F8=Next	

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC039111

City of Black Hawk Cost:

\$ 40,242 each

Thank you!

Liz Welker 303-904-5405

Phil Long Ford of Denver



CNGP530

VEHICLE ORDER CONFIRMATION

12/17/19 13:57:26

==>

Dealer: F56002

2020 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: C3 Ord FIN: QD299 Order Type: 5B Price Level: 025

Ord Code: 500A Cust/Flt Name: BLACK HAWK

PO Number:

RETAIL

RETAIL

63B SD MARKER LGHTS \$290

153 FRT LICENSE BKT NC

63L QTR GLASS LIGHT 575

SP DLR ACCT ADJ

63V CARGO VAULT 245

SP FLT ACCT CR

66A FRONT HDLMP PKG 895

FUEL CHARGE

66B TAIL LAMP PKG 430

B4A NET INV FLT OPT NC

67V CONNECTOR KIT 185

DEST AND DELIV 1195

.WIRING KIT-RR

.WIRING KIT-FRT

TOTAL BASE AND OPTIONS 46585

76D DEFLECTOR PLATE 335

TOTAL 46585

86T RR TAILLAMP HSG NC

\*THIS IS NOT AN INVOICE\*

87R RR VIEW MIR/CAM NC

942 DAYTIME RUN LMP 45

96T RR SPLR TRFC LT 1495

96W FRT VISOR LIGHT 1145

FLEX-FUEL

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC039111



BLACK HAWK ®



INCORPORATED 1864

**Public Works**

987 Miners Mesa Road  
P.O. Box 68  
Black Hawk, CO 80422  
www.cityofblackhawk.org  
303-582-1324 Office  
303-582-2250 Fax

**Mayor**

David D. Spellman

**Aldermen**

Linda Armbright  
Paul G. Bennett  
Hal Midcap  
Jim Johnson  
Greg Moates  
Benito Torres

**City Attorney**

Corey Y. Hoffmann

**City Manager**

Stephen N. Cole

**City Clerk /**

**Administrative Services Director**

Melissa A. Greiner

**Finance Director**

Lance R. Hillis

**Fire Chief / Emergency Manager**

Christopher K. Woolley

**Police Chief**

Kenneth E. Lloyd

**Public Works Director**

Thomas Isbester

**Community Planning & Development  
Administrator**

Cynthia L. Linker

COLORADO'S SECOND OLDEST  
MUNICIPAL CORPORATION

To: Kenneth Lloyd, Police Chief

From: Steve Jackson, Fleet Superintendent

Date: 12/27/19

RE: 2020 Capital Budget Police Department Vehicles

Kenneth,

Under the 2020 Capital budget for 2 new police vehicles per your request I received quotes from Phil Long Ford for two new Ford Explorers interceptors.

Steve Jackson only solicited quotes from Phil Long Ford.

1. Phil Long Ford; Ford Explorer Interceptor \$41,242.00 each and these two vehicle will be equipped with emergency package included in price.

I would like to recommend the Ford Explorers be purchased from Phil Long Ford. The reason for this recommendation is that earlier this year 2019 we purchased one other Ford Explorer from Phil Long Ford and they were the lowest bid.

Please let me know if you agree and I will place order for the two new Ford Explorers

Steve Jackson

Fleet Superintendent

Black Hawk, Co 80422

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