



## REGULAR MEETING AGENDA

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

October 28, 2020  
3:00 p.m.

**The City of Black Hawk is hosting Virtual City Council meetings in Zoom in response to the Coronavirus COVID-19 until further notice. There are no physical meetings at this time.**

Join from a PC, Mac, iPad, iPhone, or Android device:  
Please click this URL to join: <https://us02web.zoom.us/j/89546397955>

### Or join by phone:

888-475-4499 (Toll-Free)

Webinar ID: 895 4639 7955  
International numbers available

Phone commands using your phone's dial pad while in a Zoom meeting:

- \*6 – Toggle mute/unmute
- \*9 – Raise your hand to make a public comment or to speak for or against a Public Hearing matter

### Public Comment:

If you wish to make a public comment during the meeting,  
please go to:

[https://www.cityofblackhawk.org/comment\\_signup](https://www.cityofblackhawk.org/comment_signup)

and provide your Name, Email address, and Telephone.

During the Public comment section of the meeting, the host will go to sign up to ask for comments from those who have signed up

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. AGENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: October 14, 2020
7. PUBLIC HEARINGS:
  - A. CB29, An Ordinance Amending Chapter 6, Article XVIII, of the Black Hawk Municipal Code to Allow for the Sale of Industrial Hemp Products by Licensed Retail Marijuana Stores
8. ACTION ITEMS:
  - A. Resolution 67-2020, A Resolution Awarding the Design Contract for the Miners Mesa Sanitary Sewer and Waterline Project to Baseline Engineering, Planning & Surveying in an Amount Not To Exceed \$63,274.00
9. CITY MANAGER REPORTS:

### 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

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**

**October 14, 2020**

**MEETING MINUTES**

1. **CALL TO ORDER:** Mayor Spellman called the regular meeting of the City Council to order on Wednesday, October 14, 2020, at 3:00 p.m.
2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Armbright, Bennett, Johnson, Midcap, and Moates.  
  
Excused Absence: Alderman Torres.  
  
Virtual/Present Staff: City Attorney Hoffmann, City Manager Cole, Police Chief Moriarty, Police Commander Cooper, Fire Chief Woolley, Finance Director Hillis, Public Works Director Isbester, Community Planning & Development Director Linker, Baseline Consultants Harris and Esterl, IT Manager Muhammad, 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. City Council noted no conflicts.  
  
City Attorney Hoffmann asked the virtual audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. There were no objections noted.

5. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended item number 2 only for Executive Session, and the specific legal issues related to land use issues.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:01 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

**MOTION PASSED**

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

**MOTION TO  
ADJOURN**

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

**MOTION PASSED**

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

Mayor Spellman reconvened back into regular open session at 3:15 p.m.

6. PUBLIC COMMENT: City Clerk Greiner confirmed that no one had signed up for public comment.

7. APPROVAL OF  
MINUTES:

September 23, 2020

**MOTION TO  
APPROVE**

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

**MOTION PASSED**

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

8. PUBLIC HEARINGS:

**A. Council Bill 27, An Ordinance Approving an Intergovernmental Grant Agreement Between the City of Black Hawk and the State of Colorado's Department of Public Safety, Division of Criminal Justice**

Mayor Spellman read the title and opened the public hearing.

Commander Cooper introduced this item and explained the Grant offered from the CARES Act, which is funded through the State Division of Criminal Justice, to help public safety and offset some economic

difficulties Police Departments are experiencing. He said it is a two-year Grant through January 31, 2022, and authorized for \$214,000 for a new officer. He added that there was a possibility that it could be extended for a third year, but currently, it is for two years.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB27, an ordinance approving an Intergovernmental Grant Agreement between the City of Black Hawk and the State of Colorado's Department of Public Safety, Division of Criminal Justice open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

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

**MOTION TO APPROVE**

Alderman Armbright **MOVED** and was **SECONDED** by Alderman Midcap to approve CB27, an ordinance approving an Intergovernmental Grant Agreement between the City of Black Hawk and the State of Colorado's Department of Public Safety, Division of Criminal Justice.

**MOTION PASSED**

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

**B. Resolution 65-2020, A Resolution Conditionally Approving a Special Review Use Permit to Allow an RV Campground Including One Caretaker's Unit and an Indoor Shooting Range for the Property Described as Lot 1, Block 1 Miners' Mesa Subdivision No. 4**

Mayor Spellman read the title and opened the public hearing.

Baseline Consultants Harris and Esterl were present to go through the presentation. Ms. Esterl introduced the application request for approval of two Special Review Uses (SRU) and explained that these two proposed uses are not an allowed use in their Commercial/Business Services (C/BS) Zoning District, but allowed only by a SRU if they can be considered compatible with district characteristics. She went on to explain the proposed development on Miners Mesa Road called Black Hawk Park, which includes an office, lawn games, ax throwing, beer garden and distillery, and the RV Campground and indoor shooting range. She said there would be two phases to the development, all the details were included in the packet.

Mr. Harris added that a site development plan, Certificate of Architectural Compatibility, and a subdivision plat would be forthcoming. Staff recommends approval with conditions.

Rob Fitch and Jason Krall, of Rick Engineering Company, and the

applicants' Dalton and Bryan Horan, of Ventana Capital, were present. Mr. Fitch asked Council to consider rewording condition #6, which says a temporary septic system will not be acceptable. He said they anticipate their Airstream Park plan approvals by early spring and construction to be up and running by early summer, which would be prior to the planned off-site sanitary sewer system down Miners Mesa Road. They would like to proposed different wording, such as: a temporary septic system will be subject to future review and approval and may be allowed if a permanent sewer system is not built and available by November 1, 2021; or a temporary septic system would be subject to future review and approval; or just remove condition #6 altogether. He added that it would be short term until the option to connect to the off-site system is available.

Mayor Spellman suggested continuing as staff has recommended for now as he believes the off-site sanitary sewer system down Miners Mesa Road will be within their timeline. He added that if, for some reason, that timeline is not met, then perhaps a collection tank that can be pumped or something else along those lines could be addressed at that time. He said that staff is prepared for their meeting with Ventana on Monday to work through this project.

Mr. Fitch thanked the Mayor and confirmed that they are prepared for the meeting.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on Resolution 65-2020, a Resolution conditionally approving a Special Review Use Permit to allow an RV Campground including one caretaker's unit and an indoor shooting range for the property described as Lot 1, Block 1 Miners' Mesa Subdivision No. 4 open and invited anyone wanting to address the Board either "for" or "against" the proposed resolution to come forward.

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

**MOTION TO  
APPROVE**

Alderman Moates **MOVED** and was **SECONDED** by Alderman Bennett to approve Resolution 65-2020, a Resolution conditionally approving a Special Review Use Permit to allow an RV Campground including one caretaker's unit and an indoor shooting range for the property described as Lot 1, Block 1 Miners' Mesa Subdivision No. 4.

**MOTION PASSED**

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

**C. Council Bill 28, An Ordinance Appointing Directors to the Board of the Black Hawk Business Improvement District**

Mayor Spellman read the title and opened the public hearing.

City Attorney Hoffmann explained this was the customary process under the Business Improvement District organizational documents that they make a recommendation to Council for their consideration. He said the applicants are qualified, and they represent the Saratoga and Isle of Capri/Lady Luck properties.

**PUBLIC HEARING:**

Mayor Spellman declared a Public Hearing on CB28, an ordinance appointing Directors to the Board of the Black Hawk Business Improvement District open and invited anyone wanting to address the Board either “for” or “against” the proposed ordinance to come forward.

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

**MOTION TO  
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbright to approve CB28, an ordinance appointing Directors to the Board of the Black Hawk Business Improvement District.

**MOTION PASSED**

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

**9. ACTION ITEMS:**

**A. Resolution 66-2020, A Resolution Authorizing the Mayor to Execute Quitclaim Deeds on Behalf of the City to Registered Electors Qualified to Serve on the Silver Dollar Metropolitan District**

Mayor Spellman read the title.

City Attorney Hoffmann introduced this item in detail as the Silver Dollar Metropolitan District (SDMD) is much different from the Business Improvement District (BID), as the BID is under the umbrella of the City, whereas the SDMD is a Special District and the City is required to approve their Service Plan and any amendments to the Plan. He said in addition, the City owns property in the SDMD, a Director’s Parcel, and the City can convey an undivided interest in their ownership to electors while they sit on the SDMD Board. He explained this process occurs every time there is a new BID Director by Quitclaim Deed and that the interest reverts back to the City if they leave. He said the approval of this resolution authorizes the Mayor to sign the Deed without it having to come before Council each and every time; Council would still have to approve BID Directors. He said this would help with the timing of appointments and scheduled Council meeting dates, so this would expedite the process.

**MOTION TO**

**APPROVE** Alderman Midcap **MOVED** and was **SECONDED** by Alderman Armbright to approve Resolution 66-2020, a resolution authorizing the Mayor to execute Quitclaim Deeds on behalf of the City to registered electors qualified to serve on the Silver Dollar Metropolitan District.

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

10. CITY MANAGER  
REPORTS:

City Manager Cole reported the distribution of the proposed 2021 annual Budget to the Mayor and each Council member today for their review and that a Work Session is scheduled for November 11<sup>th</sup> at 1:30 p.m. City Attorney Hoffmann added that by providing the budget today, the City is in compliance with the deadline in Statute of October 15<sup>th</sup>.

11. CITY ATTORNEY: City Attorney Hoffmann had nothing to report.

12. EXECUTIVE  
SESSION:

City Attorney Hoffmann recommended item number 2 only for Executive Session and the specific legal issues related to City-owned property, potential legislation, and Intergovernmental relations.

**MOTION TO ADJOURN  
INTO EXECUTIVE  
SESSION**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:45 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

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

**MOTION TO  
ADJOURN**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:20 p.m.

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

13. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 4:20 p.m.

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Melissa A. Greiner, CMC  
City Clerk

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David D. Spellman  
Mayor



**COUNCIL BILL 29  
ORDINANCE 2020-29  
AN ORDINANCE  
AMENDING CHAPTER 6,  
ARTICLE XVIII, OF THE  
BLACK HAWK  
MUNICIPAL CODE TO  
ALLOW FOR THE SALE  
OF INDUSTRIAL HEMP  
PRODUCTS BY LICENSED  
RETAIL MARIJUANA  
STORES**

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

**COUNCIL BILL NUMBER: CB29**

**ORDINANCE NUMBER: 2020-29**

**TITLE: AN ORDINANCE AMENDING CHAPTER 6, ARTICLE XVIII, OF THE BLACK HAWK MUNICIPAL CODE TO ALLOW FOR THE SALE OF INDUSTRIAL HEMP PRODUCTS BY LICENSED RETAIL MARIJUANA STORES**

WHEREAS, pursuant to Article XVIII, § 16 of the Colorado Constitution (generally referred to as "Amendment 64"), the State of Colorado legalized the recreational use of marijuana;

WHEREAS, Colo. Const. Art. XVIII, § 16(1)(c) specifically excludes industrial hemp from the definition of "marijuana" and finds and declares "that industrial hemp should be regulated separately from strains of cannabis with higher delta-9 tetrahydrocannabinol (THC) concentration";

WHEREAS, pursuant to C.R.S. § 35-61-108, the Colorado Department of Public Health and Environment (the "CDPHE") permits registered persons in the State of Colorado to carry out the processing, sale, and distribution of industrial hemp-based products; and

WHEREAS, pursuant to C.R.S. § 44-10-501(3)(e) and C.R.S. § 44-10-601(3)(c), medical marijuana stores and retail marijuana stores may sell industrial hemp products.

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

Section 1. Section 6-555 of the Black Hawk Municipal Code is amended by the addition thereto of the following defined term, which shall appear in alphabetical order:

*Industrial Hemp Product* means a finished product containing industrial hemp that:

- (1) Is a cosmetic, food, food additive, or herb;
- (2) Is for human use or consumption;
- (3) Contains any part of the hemp plant, including naturally occurring cannabinoids, compounds, concentrates, extracts, isolates, resins, or derivatives; and
- (4) Contains a delta-9 tetrahydrocannabinol concentration of no more than three-tenths of one percent.

Section 2. Sec. 6-558, subsection (f) of the Black Hawk Municipal Code is hereby amended to read as follows:

**Sec. 6-558. Retail marijuana stores.**

(f) Retail marijuana store licensees are prohibited from selling or giving away any consumable product that is not a retail marijuana product or industrial hemp product, including without limitation cigarettes or tobacco products, alcohol beverages, and food products other than non-alcohol beverages that are not retail marijuana products or industrial hemp products.

Section 3. Sec. 6-558 of the Black Hawk Municipal Code is amended by the addition thereto of a new subsection (h) to read as follows:

(h) Retail marijuana store licensees may sell or transfer industrial hemp products to a consumer only after the licensee has confirmed:

(1) That the industrial hemp product has passed all required testing pursuant to the Colorado Retail Marijuana Code and the regulations promulgated in conformance therewith; and

(2) That the person transferring the industrial hemp product to the retail marijuana store is registered with the Colorado Department of Public Health and Environment pursuant to C.R.S. § 25-5-426.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 28<sup>th</sup> day of October, 2020.

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David D. Spellman, Mayor

ATTEST:

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Melissa A. Greiner, CMC, City Clerk

# CITY OF BLACK HAWK

## REQUEST FOR COUNCIL ACTION

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**SUBJECT:** Sale of Industrial of Industrial Hemp Products

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

**MOTION TO APPROVE** CB29, and Ordinance Amending Chapter 6, Article XVIII, of the Black Hawk Municipal Code to Allow for the Sale of Industrial Hemp Products by Licensed Retail Marijuana Stores

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Colorado Constitution (generally referred to as "Amendment 64"), the State of Colorado legalized the recreational use of marijuana and the Constitution specifically excludes industrial hemp from the definition of "marijuana" and finds and declares "that industrial hemp should be regulated separately from strains of cannabis with higher delta-9 tetrahydrocannabinol (THC) concentration. The Colorado Department of Public Health and Environment (the "CDPHE") permits registered persons in the State of Colorado to carry out the processing, sale, and distribution of industrial hemp-based products and declares medical marijuana stores and retail marijuana stores may sell industrial hemp products.

**AGENDA DATE:** October 28, 2020

**WORKSHOP DATE:** N/A

**FUNDING SOURCE:** N/A

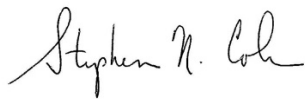
**STAFF PERSON RESPONSIBLE:** Corey Y. Hoffmann, City Attorney

**DOCUMENTS ATTACHED:** CB29

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

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

**REVIEWED BY:**



Stephen N. Cole, City Manager

**RESOLUTION 67-2020**  
**A RESOLUTION**  
**AWARDING THE DESIGN**  
**CONTRACT FOR THE**  
**MINERS MESA SANITARY**  
**SEWER AND WATERLINE**  
**PROJECT TO BASELINE**  
**ENGINEERING,**  
**PLANNING & SURVEYING**  
**IN AN AMOUNT NOT TO**  
**EXCEED \$63,274.00**

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

**Resolution No. 67-2020**

**TITLE:       A RESOLUTION AWARDING THE DESIGN CONTRACT FOR THE  
MINERS MESA SANITARY SEWER AND WATERLINE PROJECT TO  
BASELINE ENGINEERING, PLANNING & SURVEYING IN AN  
AMOUNT NOT TO EXCEED \$63,274.00**

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

**Section 1.**     The City Council hereby awards design contract for the Miners Mesa  
Sanitary Sewer and Waterline Project to Baseline Engineering, Planning & Surveying in an  
amount not to exceed \$63,274.00.

RESOLVED AND PASSED this 28<sup>th</sup> day of October, 2020.

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

ATTEST:

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



## CITY OF BLACK HAWK

### REQUEST FOR COUNCIL ACTION

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**SUBJECT:**

Approve Resolution 67-2020, a Resolution awarding the design contract for the Miners Mesa Sanitary Sewer and Waterline project to Baseline Engineering, Planning, & Surveying.

**RECOMMENDATION:**

If City Council chooses to approve Resolution 67-2020, the recommended motion is as follows: “Approve Resolution 67-2020, a Resolution awarding the design contract for the Miners Mesa Sanitary Sewer and Waterline project to Baseline Engineering, Planning, & Surveying in an amount not to exceed \$63,274.00.”

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Proposed Development on the property known as Miners Mesa Park includes a RV park, a boutique distillery and hopefully additional distilleries. The property has recently received an SRU to allow the RV park. To facilitate the development of this area, a sanitary sewer needs to be designed. Staff looked at numerous initial designs and alternatives and have determined that a route down Miners Mesa Road seems to be the most feasible. Soil borings have been completed confirming the locations of bedrock. The sanitary sewer will be designed to connect at Bobtail/Miners Mesa Road intersection and extend all the way up the mesa and across the mesa to a point near the proposed roundabout at the west end. Waterlines will be designed to run from Bobtail/Miners Mesa Road intersection to a point in the RimRock parking lot as well as a loop on the mesa connecting in front of the EOC, following the Miners Mesa Road across the mesa to a point of connection to an existing line on the west end of the mesa.

Baseline is already designing the Roadway Improvements and it makes sense to have them complete the design for these utilities which will ultimately provide a single biddable package by the end of the year with the intent of beginning construction first or second quarter 2021.

**FUNDING SOURCE:**

Miners Mesa Road: 305-3101-431-75-71

**AGENDA DATE:**

October 28, 2020

**ORIGINATED BY:**

Tom Isbester

**STAFF PERSON RESPONSIBLE:**

Tom Isbester

**PROJECT COMPLETION DATE:**

February 12, 2021

**DOCUMENTS ATTACHED:**

Design Contract

**CITY ATTORNEY REVIEW:**

[ ] Yes [ X ] No [ ] N/A INITIALS \_\_\_\_\_

**SUBMITTED BY:**

Thomas Isbester, Public Works Director

**REVIEWED BY:**

Stephen N. Cole, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of October, 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, Planning, & Surveying hereinafter referred to as "Contractor").

### **RECITALS:**

A. The City requires Survey and Engineering Design services for the design of the Miners Mesa Road Sanitary Sewer and Waterline project(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, Survey, Design and plan preparation services 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 Sixty Three Thousand Two Hundred Seventy Four (\$63,274) dollars 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 February 12, 2021.

## **VI. PROFESSIONAL RESPONSIBILITY**

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

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

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

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, 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: Thomas Isbester, Public Works Director

The Contractor:

Baseline Engineering, Planning, & Surveying  
112 Ruby Drive Suite 210  
Golden, CO 80403  
Attn: Noah Nemmers, Civil Engineering Manager

## **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

### **Baseline Engineering, Planning, & Surveying**

By: \_\_\_\_\_  
Noah Nemmers, PE  
Its: \_\_\_\_\_  
Civil Engineering Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 22nd day of October, 2020, by Noah Nemmers as the Civil Engineering Manager 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: Baseline Engineering Corporation  
(Baseline Engineering, Planning, & Surveying)

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

Project Name: Miners Mesa Sanitary Sewer and Waterline project

Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

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 22nd day of October, 20 20

Prospective Contractor Baseline Engineering Corporation

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

Noah Nemmers, PE

Title: Civil Engineering Manager

## NO EMPLOYEE AFFIDAVIT

### 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.*

\_\_\_\_\_  
NA  
Signature

\_\_\_\_\_  
Date

## DEPARTMENT PROGRAM AFFIDAVIT

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

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

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the 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

\_\_\_\_\_  
Date

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

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

## **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



October 18, 2020



**Tom Isbester**  
**Public Works Director**  
**City of Black Hawk**  
**P.O. Box 68, 987 Miners Mesa Road**  
**Black Hawk, CO 80422**

**RE: Miners Mesa Sanitary Sewer Extension – Survey and Civil Design Plans**

Dear Mr. Isbester

Baseline is pleased to provide civil engineering design and surveying services associated with the Miners Mesa Sanitary Sewer extension project. We have reviewed all available information including our recent site meeting, and discussed our approach to the project. We are confident that we can work closely with the City of Black Hawk to finalize an initial concept acceptable to the City and then proceed with preparing plans sufficient for bid by December 15, 2020 and construction in early 2021.

On the following page, we have itemized the anticipated scope for both Surveying and Civil Engineering services. We look forward to working with you on this project and please don't hesitate to call if adjustments or changes are required.

Respectfully Submitted:

Noah J Nemmers, PE  
Manager of Civil Engineering

cc. Jordan Piaskowy

## PROJECT UNDERSTANDING

The City is currently working on some developments up on Miners Mesa adjacent to the existing public works building. The City has agreed to complete the design and construction of sanitary sewer main from Bobtail up to the top of Miners Mesa totaling approximately 7,000 LF. In addition, Baseline will evaluate and design a water extension at the base near Bobtail and design a water loop up on top of the Mesa to provide domestic water and fire flows to the new development.

The following proposal gives a basic description of the anticipated additional scope of services.

## BASIS OF AGREEMENT

The Consultant (Baseline) shall be provided with the following documents:

- Soil boring information provided by Terracon
- Flow and sizing information provided by Jim Ford
- Preliminary alignments and profiles as provided by Jim Ford

### A.1 Statement of Services

BASELINE will provide the following professional engineering services:

#### TOPOGRAPHIC MAPPING

**\$8,900**

We will locate all improvements within the Right-Of-Way from Bobtail up to the top of the Mesa tying into Baseline's existing topo for the Roadway project. The mapping will show locations of known utilities, indicate elevations and contours, and provide information on existing and adjacent improvements within the proximity of the proposed sewer and water alignment. Spot elevations taken will allow for contours to be presented at 1 foot intervals and show detailed drainage patterns. The survey will be design ready for utilization by the engineer in developing construction plans

#### SANITARY SEWER AND WATERLINE CONSTRUCTION DOCUMENTS

**\$54,374**

Baseline will review and confirm all the data provided by the City and check that the pipe sizes, alignments and profiles are adequately sized and sloped so as to meet all City and State regulations. Following our initial review of the data we will prepare a Pre-Final design set for City review prior to bidding and construction.

The scope of the design includes:

1. Provide professional engineering consultation and advice during the Water System design and Construction Document phase of the project.
2. Prepare a Utility Report with calculated demands for the project.
3. Prepare a Site Utility Plan to indicate sanitary sewer, and water supply, and systems along with other existing and proposed utilities.
4. Prepare Waterline Plan and Profile Sheets for all proposed water lines also showing individual service connections.
5. Prepare Sanitary Sewer Plan and Profile Sheets for all proposed sewer lines also showing individual service connections and service inverts.
6. Prepare detail sheets indicating special details as well as standard details as required.
7. Prepare an Engineers Estimate of Construction Cost including all pavement removal/replacement and traffic control.

All comments and corrections from the Pre-Final design review comments shall be satisfied. A full-size sheet format of 24x36 (3 copies), a half-size sheet format of 11x17 (3 copies), and a CD-format electronic version of CADD, Project specifications, Cost Estimate, and plans will be ready for bidding and Construction.



#### **PROJECT MEETINGS AND COORDINATION**

**Time and Materials**

We will attend weekly coordination meetings with City staff during the schematic design phase. We assume the meetings will last 45 minutes on average. We will coordinate with City staff throughout this design phase.

#### **Direct Costs**

**\$ as needed**

In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as private utility locating services, printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, if applicable.

*Fee Estimate for Planning and Zoning Services = \$63,274*

In addition to the professional services set forth above, Baseline shall be compensated 110% of Reimbursable Expenses such as printing, postage, messenger services. Baseline shall be compensated 110% of any subcontractor fees, and application fees if applicable.

### **A.2 Project Schedule**

#### **PROJECT SCHEDULE**

- Construction Documents for Bid by December 15, 2020

### **A.3 Project Deliverables**

#### **PROJECT DELIVERABLES**

- Civil Construction Drawings

### **A.4 Additional Services**

#### **BIDDING AND CONSTRUCTION ADMINISTRATION**

1. Assist the City with Bid review and recommendations
2. Respond to contractor's Requests for Information (RFIs)
3. Review submittals and shop drawings for contract compliance, return to GC with comments.
4. Answer Contractor questions and perform site visits during the construction process.

#### **CONSTRUCTION STAKING**

Baseline will be happy to provide Construction Staking Services for the project and can provide a detailed proposal for these services as the project nears approval.

#### **CONSTRUCTION INSPECTIONS**

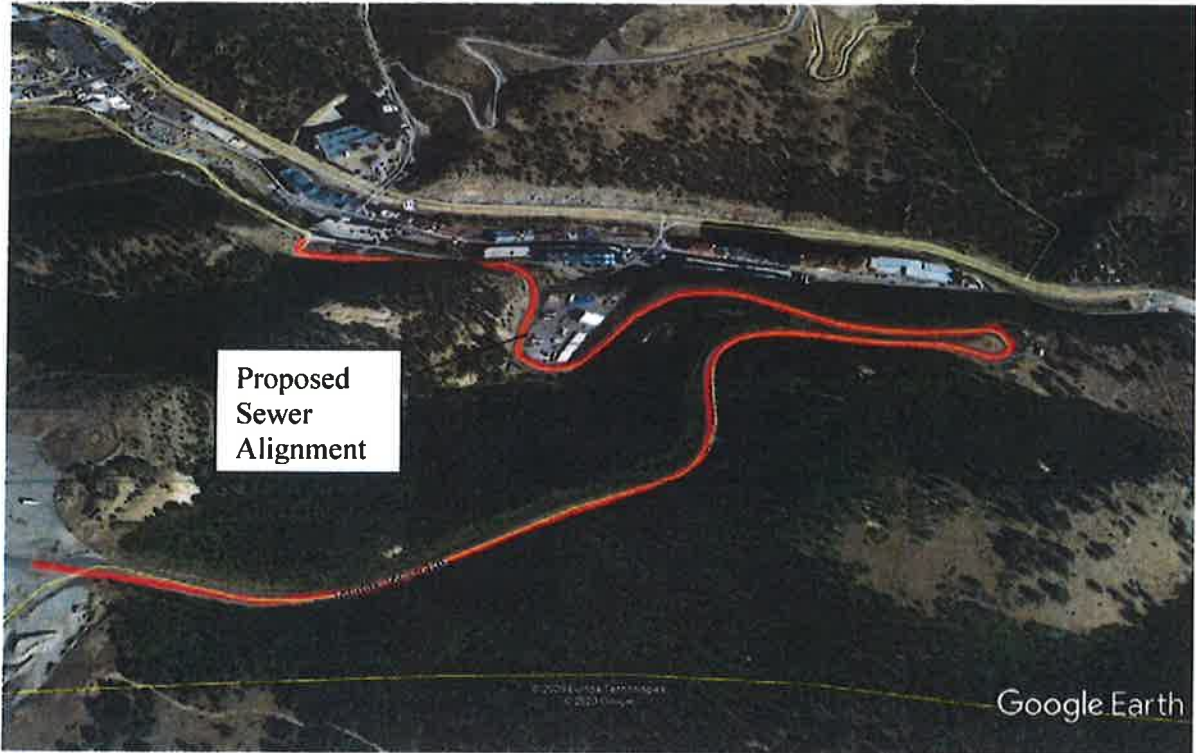
We will answer contractor questions during the bidding phase, and provide timely response to contractor RFI's during construction. We will review shop drawings and submittals for the civil components of the project. We will visit the site upon project completion and prepare a written inspection report with digital photographs identifying our findings. We will provide a conformance statement for final close out through the City of Fountain. The actual level of effort will be billed at Baseline's regular hourly rates.

## A.5 Exclusions

- I. Outside Services. The Consultant anticipates that the Client will contract directly with a structural engineer for the building for services relating to these specialties.
- II. Gas, Electric, Telephone, and Cable TV. The Consultant anticipates that the Client will coordinate and contract directly with respective utility companies for design of required facilities. Offsite easements will be prepared as an Additional Service on an hourly basis.
- III. Non-Plat Easements. For purposes of this Agreement, it is assumed that onsite easements will be prepared as an Additional Service on an hourly basis.
- IV. Submittal Items. Submittal items such as fees, title work, previous documents by others, architectural elevations, landscape plans, etc. shall be provided by the Client or others.
- V. Construction Surveying. Construction phase staking is not included in this Agreement. At the time that the Scope of Services is determined Baseline may provide an agreement.
- VI. Offsite Improvements. This contract is for improvements within the parcel or immediately adjacent thereto. Improvements outside this parcel are considered offsite and are not included in this contract. In particular, offsite water, sanitary sewer, storm sewer, and roadways are not anticipated for this project.
- VII. Miscellaneous Exclusions. The following are items that are specifically excluded from this contract:
  - Verifying the accuracy of the work of others
  - Bidding of project work
  - Geotechnical work
  - Environmental work
  - Structural work for the building
  - Traffic study and signalization & analysis
  - Lighting Plan
  - Irrigation design
  - Underground Detention Design
  - As-Built Survey & Plans
  - Subsurface Utility Engineering
  - Review of a Development Agreement
  - Mineral interest research and notice
- IX. Plan Revisions. The fees set forth in the Payment Schedule include preparation of revisions to associated documents based upon comments issued by the reviewing agencies with regard to plan content, accuracy, and compliance with published design standards effective as of the date of this Agreement. Three rounds of review are anticipated with this review and approval process. All revisions to the associated documents made necessary due to changes in the site plan layout, new or updated design standards, or the introduction of new and/or additional information not previously made available to the Consultant, shall be performed as an Additional Service.

## STANDARD OF CARE

Baseline's services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Baseline makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Baseline expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."





Policy Number:

Date Entered: 05/19/2020

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/19/2020

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, TX 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>	
	<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>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Contractual Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>680-1J16755020-47</b>	5/23/2020	5/23/2021	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>B</b>	<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			<b>BA-7F99761320-GRP</b>	5/23/2020	5/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>C</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	Y / N <input type="checkbox"/>	N / A	<b>UB-5K26750920-47-G</b>	5/23/2020	5/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>D</b>	<b>Professional Liability</b>			<b>ANE41140-01</b>	5/23/2020	5/23/2021	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.

**CERTIFICATE HOLDER****CANCELLATION**

City of Black Hawk P.O. Box 68 211 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 