



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MONDAY, AUGUST 9, 2021
5:30 P.M.**

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(b) and (e) to confer with the City's attorneys to receive legal advice concerning pending litigation and to discuss an existing City agreement that may be subject to negotiation.

ADJOURNMENT



CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
August 09, 2021
7:00 P.M

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. AGENDA APPROVAL

- a) Move to approve the agenda for the August 09, 2021 meeting.

V. CONFLICT OF INTEREST

VI. APPROVAL OF MINUTES

- a) Move to approve the minutes from July 26, 2021.

VII. APPROVAL OF BILLS

- a) Move to approve bills to August 09, 2021

VIII. SCHEDULED PUBLIC COMMENT

IX. UNSCHEDULED PUBLIC COMMENT

X. LIQUOR LICENSING AUTHORITY

XI. PLANNING/COMMUNITY DEVELOPMENT

- a) Monthly report
- b) Staff report on rezoning the Cemetery
- c) Acceptance of the post-construction alignment of Colorado Boulevard
- d) Young Ranch Resource Quarry

XII. CITY ATTORNEY

XIII. RESOLUTIONS

XIV. ORDINANCE FIRST READING

- a) Ordinance #14, Series 2021; An ordinance accepting the post-construction alignment of Colorado Boulevard.
- b) Ordinance #15, Series 2021: An ordinance amending Section 2-3 of the Idaho Springs Municipal Code to include the compensation of the City Clerk and City Treasurer after the November 2021 Regular Municipal Election.

XV. ORDINANCE SECOND READING

XVI. FINANCE OFFICER

XVII. CITY ADMINISTRATOR

- a) Trails Construction proposals
- b) Move to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in VCMP.
- c) Safebuilt July report

XVIII. CITY CLERK

- a) Move to approve Andrew Marsh to sign on all accounts with City Wide Banks and Evergreen National Bank.

XIX. POLICE DEPARTMENT

- a) Staff report submitted with one request(s) for action. Move to approve ISPD to apply and manage the FY2021 Edward Byrne Memorial Justice Assistance Grant

XX. PUBLIC WORKS: STREETS AND PARKS

- a) Staff report submitted with three request(s) for action. Move to approve \$9,924 to Terracon Consultants for materials testing and inspection services for Project 1 of the Public Works building construction from 2100-5103. Move to approve \$17,200 to JVA Engineering, Inc. for civil engineering services related to 16th and Wall St. from 2100-5103. Move to approve \$115,000 to JVA Engineering Inc for engineering services and project coordination for Idaho Springs Transit Center from 2100-5103..

XXI. PUBLIC WORKS: WATER/WASTEWATER

XXII. COMMITTEE REPORTS

XXIII. MAYOR and COUNCIL

XXIV. ADJOURN to August 23, 2021

The Public will be able to view and hear this meeting remotely at the following address:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MONDAY, AUGUST 9, 2021
5:30 P.M.
Please be prompt**

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(b) and (e) to confer with the City's attorneys to receive legal advice concerning pending litigation and to discuss an existing City agreement that may be subject to negotiation.

ADJOURNMENT



CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
August 09, 2021
7:00 P.M

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. AGENDA APPROVAL

- a) Move to approve the agenda for the August 09, 2021 meeting.

V. CONFLICT OF INTEREST

VI. APPROVAL OF MINUTES

- a) Move to approve the minutes from July 26, 2021.

VII. APPROVAL OF BILLS

- a) Move to approve bills to August 09, 2021

VIII. SCHEDULED PUBLIC COMMENT

IX. UNSCHEDULED PUBLIC COMMENT

X. LIQUOR LICENSING AUTHORITY

XI. PLANNING/COMMUNITY DEVELOPMENT

- a) Monthly report
b) Staff report on rezoning the Cemetery
c) Acceptance of the post-construction alignment of Colorado Boulevard
d) Young Ranch Resource Quarry

XII. CITY ATTORNEY

XIII. RESOLUTIONS

XIV. ORDINANCE FIRST READING

- a) Ordinance #14, Series 2021; An ordinance accepting the post-construction alignment of Colorado Boulevard.
b) Ordinance #15, Series 2021: An ordinance amending Section 2-3 of the Idaho Springs Municipal Code to include the compensation of the City Clerk and City Treasurer after the November 2021 Regular Municipal Election.

XV. ORDINANCE SECOND READING

XVI. FINANCE OFFICER

XVII. CITY ADMINISTRATOR

- a) Trails Construction proposals
b) Move to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in VCMP.
c) Safebuilt July report

XVIII. CITY CLERK

- a) Move to approve Andrew Marsh to sign on all accounts with City Wide Banks and Evergreen National Bank.

XIX. POLICE DEPARTMENT

- a) Staff report submitted with one request(s) for action. Move to approve ISPD to apply and manage the FY2021 Edward Byrne Memorial Justice Assistance Grant

XX. PUBLIC WORKS: STREETS AND PARKS

- a) Staff report submitted with three request(s) for action. Move to approve \$9,924 to Terracon Consultants for materials testing and inspection services for Project 1 of the Public Works building construction from 2100-5103. Move to approve \$17,200 to JVA Engineering, Inc. for civil engineering services related to 16th and Wall St. from 2100-5103. Move to approve \$115,000 to JVA Engineering Inc for engineering services and project coordination for Idaho Springs Transit Center from 2100-5103..

XXI. PUBLIC WORKS: WATER/WASTEWATER

XXII. COMMITTEE REPORTS

XXIII. MAYOR and COUNCIL

XXIV. ADJOURN to August 23, 2021

The Public will be able to view and hear this meeting remotely at the following address:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
July 26, 2021

The City Council of the City of Idaho Springs held a regular meeting on July 26, 2021 in the Council Chambers at City Hall. Mayor Hillman called the meeting to order at 7:05 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, John Curtis, Scott Pennell, Art Caccavale and Chuck Harmon. Also present was City Clerk Diane Breece, City Administrator Andy Marsh, Streets/Water/Wastewater Superintendent John Bordoni, Police Chief Nathan Buseck and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for July 26, 2021. With the addition that Ordinance 13 becomes Ordinance 14. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Scott Pennell moved to approve the minutes of July 12, 2021. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

None.

Approval of Bills

John Curtis moved to approve bills to July 26, 2021. Scott Pennell seconded and the motion passed by a unanimous roll call vote

Public Comment

Walter Cass spoke about this being a legacy crisis. When you engage you must engage in the community. It was voted down once, and here we are voting on it again. There is a housing crisis let's not make it a human crisis.

Rick Scott suggests that we postpone the vote and give the city engineers a chance to see if anything can be done to make the intersection less dangerous.

Kathleen O' Leary, Executive Director of Habitat gave a brief overview of how the homeowner is priced when they become a qualifying family.

Unscheduled Public Comment

Christina Weinke stated that anybody that lived in her house one day would see what a dangerous intersection it is. There are so many safety concerns, that a lawsuit is extremely possible.

Walker-League Pike says he lives in Georgetown and he knows the idea of living where there is a need for affordable housing, the whole County is in need. He urges Council to keep their eyes on the affordable concept.

Sandra Gomke said she bought property at 16th and Virginia approximately 3 years ago. Teachers, police officers and firefighters have to live in other communities. There needs to be more affordable housing in the area.

Dru Van Doren spoke regarding the area and that this issue seems too divisive. Although there is an issue about safety she feels like people could just put their heads together and could settle this like good neighbors.

Linda Moore said she bought a Habitat house in 1989. She pursued her education having a Masters degree in education. Habitat has supported her and she has supported Habitat. She also feels that Habitat has saved her life.

Michael Kastenbaum loves Habitat and has even made movies about them. Let make this happen, we can make history but let's slow it down and let's make it safe.

Stephanie Kline says she has lived in Clear Creek County for years and there needs to be more affordable homes in the County.

Aleta Cass doesn't even believe that Habitat has a problem except for safety.

Andrew Yard stated that he is a business owner and he knows how hard it is to hire people and there is no place for them to live. He has even bought houses and has had his staff live there. We need to take care of them.

Cole Dolph believes that safety is the issue. This will cause casting a huge shadow on Wall St. 350 thousand is still too much money, green space is needed, quality of life should be taken into consideration.

Liquor Licensing Authority

Modification of premises for Hardluck Colorado Division

The Mayor opened the public hearing at 7:54

The applicant, Bruce Boynton after being sworn in by the Clerk said he is just looking to be able to serve outdoors on the patio.

Rick Scott supports the idea of outdoor dining.

Mayor Hillman closed the meeting at 7:56 pm

Chuck Harmon moved to approve the application for the modification of premises for Hardluck Colorado Division, LLC based upon a finding that the applicant meets all criteria set forth in Colorado Liquor Regulation 47-302. John Curtis seconded and the motion passed by a unanimous roll call vote.

Slaymaker Cellars are asking for approval to participate in the Rapid Grass Festival. Chuck Harmon moved to approve the request. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Resolutions

Chuck Harmon moved to approve Resolution #8, Series; A resolution conditionally approving a Final Development Plan on property known as 1628 Virginia St., Idaho Springs, Colorado for a residential townhome project with the following conditions: 1. The applicant must obtain approval of an administrative plat prior to approval of a building permit for any new buildings on the property. 2. In regards to water and wastewater utilities and the retaining wall, the Applicant must provide detailed drawings sealed by a Colorado PE at the time of permit application. Bob Bowland seconded and the motion passed by a 5-2 vote with Art Caccavale and Jim Clark voting no.

Ordinance First Reading

Chuck Harmon voted to approve Ordinance #12; An ordinance amending sections 2-51 and 2-56 of the Idaho Springs Municipal Code to address the creation of a Deputy City Clerk position and to clarify other positions and reporting structures within the Administration Department. Jim Clark seconded and the motion passed with a unanimous roll call vote.

Scott Pennell moved to approve Ordinance #14, Series 2021; An ordinance amending Chapter of the Idaho Springs Municipal Code to transfer general oversight and management of all department heads to the City Administrator and to codify the organization and duties of the Waster/Wastewater Department. Bob Bowland seconded and the motion carried by a unanimous voice vote.

Ordinance Second Reading

Chuck Harmon moved to approve Ordinance #9, Series 2021; An ordinance of the City Council defining and clarifying the duties of the City Clerk after the 2021 Municipal Election and repealing and reenacting section 2-41 of the Idaho Springs Municipal Code. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon move to approve Ordinance #11, Series 2021: An ordinance zoning the property recently annexed to the City as the "Cemetery Annexation to the City of Idaho Springs" as Park and Recreation (P) under the City's zoning regulations. Scott Pennell seconded and the motion passed by a unanimous roll call vote.

City Administrator

The staff report was submitted with one request(s) for action. Scott Pennell moved to approve a Services Agreement with Suzanne Rogers for Municipal Court Prosecutor Services at a rate of \$1500/mo. effective August 1, 2021. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

City Clerk

The staff report was submitted with one request(s) for action. Chuck Harmon moved to authorize Diane Breece to sign the IGA with the County for the November 2 election. John Curtis seconded and the motion passed by a unanimous roll call vote.

Police Dept.

The staff report was submitted with no request(s) for action

Public Works

The staff report was submitted with no request(s) for action.

Adjourn

The Mayor adjourned the meeting at 8:30 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A T & T Mobility (283)								
287246995984X7212021								
287246995984X7212021	Invoice	Cell Phone/WasteWater	07/13/2021	08/08/2021	70.25	Open	06/21	52-00-5335
287246995984X7212021	Invoice	Cell Phones/Water	07/13/2021	08/08/2021	70.25	Open	06/21	51-00-5335
Total 287246995984X7212021:					140.50			
Total A T & T Mobility (283):					140.50			
Arrowhead Landscape Services (1995)								
21-1057-8								
21-1057-8	Invoice	Courtney Riley Cooper Park Maint	08/01/2021	08/31/2021	2,702.00	Open	08/21	10-60-5108
Total 21-1057-8:					2,702.00			
Total Arrowhead Landscape Services (1995):					2,702.00			
BEARCOM (1596)								
5238099								
5238099	Invoice	Radio Calibration	08/03/2021	09/02/2021	500.00	Open	04/21	10-30-5330
5238099	Invoice	Travel	08/03/2021	09/02/2021	450.00	Open	04/21	10-30-5330
Total 5238099:					950.00			
Total BEARCOM (1596):					950.00			
Billy Thompson (1638)								
7262021								
7262021	Invoice	Lunch for the Crew Reimburseme	07/26/2021	08/26/2021	59.27	Open	07/21	52-00-5215
Total 7262021:					59.27			
Total Billy Thompson (1638):					59.27			
Browns Hill Engineering & Cont (1416)								
432								
432	Invoice	SCADA Leasing Agreement WTP	08/01/2021	09/01/2021	1,620.00	Open	09/21	51-00-5000
Total 432:					1,620.00			
433								
433	Invoice	SCADA Leasing Agreement WWT	08/01/2021	09/01/2021	1,620.00	Open	09/21	52-00-5000
Total 433:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					3,240.00			
C & C Machine & Welding (34)								
029108								
029108	Invoice	Downtown Barriers	07/29/2021	08/15/2021	1,350.00	Open	07/21	21-00-6028
Total 029108:					1,350.00			
029111								
029111	Invoice	Trashcan Lids	08/02/2021	08/15/2021	30.00	Open	08/21	10-60-5108
Total 029111:					30.00			
Total C & C Machine & Welding (34):					1,380.00			
Canyon Glass & Gutters Inc. (39)								
18860								
18860	Invoice	Bus Stop Repair	07/15/2021	08/15/2021	1,198.02	Open	07/21	10-60-6010

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 18860:					1,198.02			
Total Canyon Glass & Gutters Inc. (39):					1,198.02			
CenturyLink (569)								
3035672130X7222021								
3035672130X7222021	Invoice	Internet service/Waste Water	07/22/2021	08/12/2021	205.52	Open	08/21	52-00-5335
Total 3035672130X7222021:					205.52			
3035679613X7252021								
3035679613X7252021	Invoice	Phone Lines Water Plant Fire Alar	07/25/2021	08/14/2021	184.22	Open	08/21	51-00-5335
Total 3035679613X7252021:					184.22			
3035674474X7282021								
3035674474X7282021	Invoice	Internet service-Public Works	07/28/2021	08/18/2021	102.94	Open	08/21	10-10-5335
Total 3035674474X7282021:					102.94			
Total CenturyLink (569):					492.68			
Chicago Creek Sanitation (434)								
2021-08								
2021-08	Invoice	Maintenance Fee	07/26/2021	08/26/2021	145.00	Open	08/21	52-00-5206
Total 2021-08:					145.00			
Total Chicago Creek Sanitation (434):					145.00			
City of Idaho Springs (289)								
812021								
812021	Invoice	Transfer to cover ENB payroll	08/01/2021	08/15/2021	500,000.00	Open	08/21	10-00-1580
Total 812021:					500,000.00			
Total City of Idaho Springs (289):					500,000.00			
Clear Creek County Clerk & Rec (61)								
7212021								
7212021	Invoice	legals	07/21/2021	08/21/2021	83.00	Open	07/21	10-20-5316
7212021	Invoice	legals	07/21/2021	08/21/2021	13.00	Open	07/21	10-20-5316
Total 7212021:					96.00			
7272021								
7272021	Invoice	recording doc	07/27/2021	08/15/2021	13.00	Open	07/21	52-00-5316
7272021	Invoice	recording doc	07/27/2021	08/15/2021	13.00	Open	07/21	51-00-5316
Total 7272021:					26.00			
Total Clear Creek County Clerk & Rec (61):					122.00			
Clear Creek County Transfer Station (549)								
12297								
12297	Invoice	Tree and Brush	07/21/2021	08/15/2021	72.00	Open	07/21	10-60-6200
Total 12297:					72.00			
12300								
12300	Invoice	Tree and Brush	07/27/2021	08/15/2021	27.00	Open	07/21	10-60-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 12300:					27.00			
Total Clear Creek County Transfer Station (549):					99.00			
Clear Creek Supply (291)								
336482								
336482	Invoice	Valve and fittings	07/02/2021	08/10/2021	20.84	Open	07/21	52-00-6004
Total 336482:					20.84			
336799								
336799	Invoice	Thread Lock	07/07/2021	08/10/2021	7.41	Open	07/21	10-10-6193
Total 336799:					7.41			
336890								
336890	Invoice	key	07/09/2021	08/10/2021	11.45	Open	07/21	10-10-6010
Total 336890:					11.45			
336899								
336899	Invoice	Funnel and knife	07/09/2021	08/10/2021	8.98	Open	07/21	52-00-6010
Total 336899:					8.98			
337111								
337111	Invoice	fuel filter	07/13/2021	08/10/2021	2.65	Open	07/21	10-10-6150
337111	Invoice	rags	07/13/2021	08/10/2021	34.99	Open	07/21	10-10-6150
337111	Invoice	starting fluid	07/13/2021	08/10/2021	38.28	Open	07/21	10-10-6150
Total 337111:					75.92			
337112								
337112	Invoice	Oil and filters	07/13/2021	08/10/2021	61.70	Open	07/21	10-60-6150
Total 337112:					61.70			
337116								
337116	Invoice	Oil and filters	07/13/2021	08/10/2021	26.92	Open	07/21	10-60-6150
Total 337116:					26.92			
337118								
337118	Invoice	antifreeze	07/13/2021	08/10/2021	33.74	Open	07/21	10-10-6150
Total 337118:					33.74			
337145								
337145	Invoice	Valve and fittings	07/14/2021	08/10/2021	5.77	Open	07/21	52-00-6004
Total 337145:					5.77			
337149								
337149	Invoice	Fuel filter	07/14/2021	08/10/2021	33.32	Open	07/21	10-10-6150
Total 337149:					33.32			
337238								
337238	Invoice	Nut and bolt	07/15/2021	08/10/2021	1.04	Open	07/21	10-10-6150
Total 337238:					1.04			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
337243								
337243	Invoice	fittings and bushings	07/15/2021	08/10/2021	16.20	Open	07/21	52-00-6004
Total 337243:					16.20			
337464								
337464	Invoice	Nut	07/20/2021	08/10/2021	.80	Open	07/21	10-10-6150
Total 337464:					.80			
7/20								
7/20	Invoice	Oring	07/20/2021	08/10/2021	1.98	Open	07/21	10-60-6200
Total 7/20:					1.98			
337541								
337541	Invoice	Screws	07/21/2021	08/10/2021	6.38	Open	07/21	10-10-6150
Total 337541:					6.38			
337792								
337792	Invoice	Hose	07/26/2021	08/10/2021	20.32	Open	07/21	52-00-6004
Total 337792:					20.32			
337833								
337833	Invoice	Bits and Nut	07/26/2021	08/10/2021	22.32	Open	07/21	10-10-6091
Total 337833:					22.32			
337934								
337934	Invoice	Hose Nozzle	07/28/2021	08/10/2021	32.97	Open	07/21	52-00-6004
Total 337934:					32.97			
337949								
337949	Invoice	Strap and Pipe	07/28/2021	08/10/2021	9.78	Open	07/21	51-15-6005
Total 337949:					9.78			
338001								
338001	Invoice	Wrench	07/29/2021	08/10/2021	24.37	Open	07/21	10-10-6020
Total 338001:					24.37			
338036								
338036	Invoice	Key	07/29/2021	08/10/2021	2.99	Open	07/21	10-30-6193
Total 338036:					2.99			
Total Clear Creek Supply (291):					425.20			
CO Department of Public Health and Envir (74)								
FGD20210152								
FGD20210152	Invoice	Annual Drinking water fee	08/02/2021	08/31/2021	865.00	Open	07/21	51-00-5302
Total FGD20210152:					865.00			
Total CO Department of Public Health and Envir (74):					865.00			
Colorado Analytical Lab (945)								
210713041								
210713041	Invoice	Wastewater Testing	07/20/2021	08/20/2021	54.00	Open	07/21	52-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 210713041:					54.00			
210719053								
210719053	Invoice	Water Testing	07/20/2021	08/20/2021	98.50	Open	07/21	51-00-5201
Total 210719053:					98.50			
210802054								
210802054	Invoice	E-coli Testing	08/03/2021	09/02/2021	23.40	Open	08/21	52-00-5201
Total 210802054:					23.40			
210802057								
210802057	Invoice	total coliform P/A compl	08/03/2021	09/02/2021	98.50	Open	08/21	51-00-5201
Total 210802057:					98.50			
210802053								
210802053	Invoice	TSS/testing	08/04/2021	09/03/2021	13.50	Open	08/21	51-00-5201
Total 210802053:					13.50			
Total Colorado Analytical Lab (945):					287.90			
Colorado Barricade Co. LLC (79)								
65149490								
65149490	Invoice	No Parking Signs	07/22/2021	08/22/2021	186.40	Open	07/21	10-10-6091
Total 65149490:					186.40			
Total Colorado Barricade Co. LLC (79):					186.40			
Colorado Community Media (1981)								
31523								
31523	Invoice	Recording Docs	07/23/2021	08/22/2021	13.40	Open	07/21	10-20-5316
Total 31523:					13.40			
32256								
32256	Invoice	Legal Publication	07/30/2021	08/29/2021	175.00	Open	07/21	10-20-5312
Total 32256:					175.00			
Total Colorado Community Media (1981):					188.40			
Comcast (1486)								
0194987X752021								
0194987X752021	Invoice	Pd internet	07/05/2021	07/30/2021	160.20	Open	07/21	10-30-5335
Total 0194987X752021:					160.20			
0197295X7232021								
0197295X7232021	Invoice	City Hall Internet	07/23/2021	08/17/2021	239.67	Open	08/21	10-20-5335
Total 0197295X7232021:					239.67			
Total Comcast (1486):					399.87			
Common Knowledge Technology, Inc (1549)								
55177								
55177	Invoice	Software	07/29/2021	08/29/2021	372.00	Open	07/21	10-30-5105

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 55177:					372.00			
551847								
551847	Invoice	Docking Station	07/29/2021	08/28/2021	301.00	Open	07/21	10-20-7010
Total 551847:					301.00			
55207								
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-10-5108
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-20-5108
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-30-5108
55207	Invoice	it services	08/02/2021	09/01/2021	517.05	Open	08/21	51-00-5108
55207	Invoice	it services	08/02/2021	09/01/2021	517.06	Open	08/21	52-00-5108
Total 55207:					4,136.44			
Total Common Knowledge Technology, Inc (1549):					4,809.44			
Deep Rock (1855)								
18332261 072321								
18332261 072321	Invoice	Water Cooler	07/23/2021	08/15/2021	29.41	Open	07/21	10-20-5309
Total 18332261 072321:					29.41			
Total Deep Rock (1855):					29.41			
Fischer Construction (1769)								
8022021 1529.32								
8022021 1529.32	Invoice	Wrrf project 2	08/02/2021	08/15/2021	43,753.20	Open	07/21	55-72-7310
Total 8022021 1529.32:					43,753.20			
Total Fischer Construction (1769):					43,753.20			
Grainger Inc. (134)								
9962711272								
9962711272	Invoice	Safety Boots	07/14/2021	08/13/2021	156.92	Open	07/21	51-00-6022
Total 9962711272:					156.92			
Total Grainger Inc. (134):					156.92			
Hayes Poznanovic Korver LLC (214)								
43009-43014								
43009-43014	Invoice	Legal services	08/03/2021	08/15/2021	2,030.76	Open	07/21	51-00-5101
Total 43009-43014:					2,030.76			
Total Hayes Poznanovic Korver LLC (214):					2,030.76			
Hoehn Architects P.C. (1444)								
2102-1								
2102-1	Invoice	Hose House #2 Rehabilitation	06/01/2021	08/15/2021	1,817.36	Open	04/21	21-61-7042
Total 2102-1:					1,817.36			
2105-1								
2105-1	Invoice	Library Park Site Improvements	08/02/2021	08/15/2021	4,950.00	Open	07/21	21-00-7042
2105-1	Invoice	travel and printing	08/02/2021	08/15/2021	69.08	Open	07/21	21-00-7042
Total 2105-1:					5,019.08			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Hoehn Architects P.C. (1444):					6,836.44			
Home Depot Credit Services (578)								
3014955								
3014955	Invoice	Gloves and Flashlight	06/28/2021	08/18/2021	126.46	Open	07/21	10-60-6200
3014955	Invoice	Light bulbs and garage door chain	06/28/2021	08/18/2021	210.53	Open	07/21	10-30-5208
3014955	Invoice	Returned Flashlight	06/28/2021	08/18/2021	79.94-	Open	07/21	10-60-6204
3014955	Invoice	Returned Garage Door Opener	06/28/2021	08/18/2021	120.38-	Open	07/21	10-30-5208
Total 3014955:					136.67			
7010298								
7010298	Invoice	Office Supplies	07/14/2021	08/18/2021	70.16	Open	07/21	10-10-6010
7010298	Invoice	Sign Hardware	07/14/2021	08/18/2021	67.97	Open	07/21	10-10-6091
Total 7010298:					138.13			
3010856								
3010856	Invoice	Clamps	07/18/2021	08/18/2021	74.74	Open	07/21	10-60-6200
Total 3010856:					74.74			
5303951								
5303951	Invoice	Mulch	07/26/2021	08/18/2021	26.64	Open	07/21	10-60-6200
Total 5303951:					26.64			
4012655								
4012655	Invoice	Bucket	07/27/2021	08/18/2021	3.78	Open	07/21	10-10-6020
4012655	Invoice	Ratchet Straps	07/27/2021	08/18/2021	29.94	Open	07/21	10-10-6020
4012655	Invoice	Round Up	07/27/2021	08/18/2021	18.97	Open	07/21	10-60-6204
4012655	Invoice	Roundup	07/27/2021	08/18/2021	49.94	Open	07/21	10-60-6204
4012655	Invoice	Washer Fluid	07/27/2021	08/18/2021	62.46	Open	07/21	10-10-6193
Total 4012655:					165.09			
Total Home Depot Credit Services (578):					541.27			
JVA Incorporated (1110)								
92974								
92974	Invoice	On Call Civil	06/30/2021	08/15/2021	430.00	Open	06/21	10-20-5108
Total 92974:					430.00			
92975								
92975	Invoice	PW Engineering	06/30/2021	08/15/2021	666.00	Open	06/21	23-00-5103
Total 92975:					666.00			
93102								
93102	Invoice	On Call Enviroment	06/30/2021	08/15/2021	264.00	Open	06/21	52-00-5103
Total 93102:					264.00			
93155								
93155	Invoice	wwtp expansion project 2	06/30/2021	08/15/2021	4,407.72	Open	06/21	55-72-7310
Total 93155:					4,407.72			
Total JVA Incorporated (1110):					5,767.72			
LFM Defense LLC (2007)								

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
14110								
14110	Invoice	Jury Trial Fee Refund	07/15/2021	08/15/2021	25.00	Open	07/21	10-40-5209
Total 14110:					25.00			
Total LFM Defense LLC (2007):					25.00			
Liberty Communications (1547)								
2088257								
2088257	Invoice	NSF Fee	07/22/2021	08/15/2021	37.00	Open	07/21	10-20-5303
Total 2088257:					37.00			
2124666								
2124666	Invoice	phone service admin	07/30/2021	08/29/2021	143.65	Open	07/21	10-20-5303
2124666	Invoice	phone service police	07/30/2021	08/29/2021	143.65	Open	07/21	10-30-5303
2124666	Invoice	phone service public works	07/30/2021	08/29/2021	143.65	Open	07/21	10-10-5303
2124666	Invoice	phone service wastewater	07/30/2021	08/29/2021	71.82	Open	07/21	52-00-5303
2124666	Invoice	phone service water	07/30/2021	08/29/2021	71.81	Open	07/21	51-00-5303
Total 2124666:					574.58			
Total Liberty Communications (1547):					611.58			
McDonald Farms (1588)								
1094								
1094	Invoice	WasteWater Hauled to Landfill	05/14/2021	08/15/2021	708.85	Open	05/21	52-00-5250
Total 1094:					708.85			
1095								
1095	Invoice	WasteWater Hauled to Landfill	05/28/2021	08/15/2021	1,430.35	Open	05/21	52-00-5250
Total 1095:					1,430.35			
1096								
1096	Invoice	WasteWater Hauled to Landfill	06/14/2021	08/15/2021	706.10	Open	06/21	52-00-5250
Total 1096:					706.10			
1097								
1097	Invoice	WasteWater Hauled to Landfill	06/28/2021	08/15/2021	716.28	Open	06/21	52-00-5250
Total 1097:					716.28			
1098								
1098	Invoice	WasteWater Hauled to Landfill	07/15/2021	08/15/2021	1,517.55	Open	07/21	52-00-5250
Total 1098:					1,517.55			
702920-1001								
702920-1001	Invoice	confined Space Monitoring	07/27/2021	08/15/2021	997.50	Open	07/21	52-00-5250
702920-1001	Invoice	Disposal	07/27/2021	08/15/2021	1,300.00	Open	07/21	52-00-5250
702920-1001	Invoice	Disposal	07/27/2021	08/15/2021	130.00	Open	07/21	52-00-5250
702920-1001	Invoice	Fuel	07/27/2021	08/15/2021	57.00	Open	07/21	52-00-5250
702920-1001	Invoice	Vacuum Services	07/27/2021	08/15/2021	3,300.00	Open	07/21	52-00-5250
702920-1001	Invoice	Vacuum Truck	07/27/2021	08/15/2021	2,625.00	Open	07/21	52-00-5250
Total 702920-1001:					8,409.50			
1099								
1099	Invoice	WasteWater Hauled to Landfill	07/28/2021	08/15/2021	1,414.40	Open	07/21	52-00-5250

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1099:					1,414.40			
Total McDonald Farms (1588):					14,903.03			
Michael Goodbee (1940)								
8012021								
8012021	Invoice	Judge	08/01/2021	08/30/2021	1,600.00	Open	08/21	10-40-5110
Total 8012021:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Murray Dahl Beery & Renaud (806)								
AUG 04,2021								
AUG 04,2021	Invoice	General legal	08/04/2021	08/15/2021	13,167.50	Open	07/21	10-20-5101
AUG 04,2021	Invoice	legal police	08/04/2021	08/15/2021	9,265.00	Open	07/21	10-30-5101
Total AUG 04,2021:					22,432.50			
Total Murray Dahl Beery & Renaud (806):					22,432.50			
Peak Performance Imaging Solutions (409)								
62075								
62075	Invoice	Copier Contract	08/01/2021	08/15/2021	140.00	Open	07/21	10-20-5309
Total 62075:					140.00			
Total Peak Performance Imaging Solutions (409):					140.00			
Professional Management Solutions (1833)								
84568								
84568	Invoice	Financial Services	08/02/2021	08/15/2021	2,261.25	Open	07/21	10-20-5108
84568	Invoice	Financial Services	08/02/2021	08/15/2021	1,680.00	Open	07/21	10-20-5108
Total 84568:					3,941.25			
Total Professional Management Solutions (1833):					3,941.25			
Quill Corporation (230)								
18009969								
18009969	Invoice	Folders	07/13/2021	08/12/2021	13.59	Open	07/21	10-20-6010
Total 18009969:					13.59			
Total Quill Corporation (230):					13.59			
Ramey Environmental Compliance, INC (898)								
22554								
22554	Invoice	Chemicals	07/24/2021	08/15/2021	1,050.00	Open	07/21	52-00-6210
22554	Invoice	Wastewater Services	07/24/2021	08/15/2021	2,124.96	Open	07/21	52-00-5108
22554	Invoice	Water Services	07/24/2021	08/15/2021	2,124.96	Open	07/21	51-00-5108
Total 22554:					5,299.92			
Total Ramey Environmental Compliance, INC (898):					5,299.92			
Rogers, Suzanne M. (737)								
8012021								
8012021	Invoice	Mileage	08/01/2021	08/15/2021	40.32	Open	08/21	10-40-5115
8012021	Invoice	Prosecutor	08/01/2021	08/15/2021	1,500.00	Open	08/21	10-40-5115

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 8012021:					1,540.32			
Total Rogers, Suzanne M. (737):					1,540.32			
Sprint (750)								
126852313-235								
126852313-235	Invoice	Cell phone Parks	07/08/2021	08/03/2021	31.50	Open	06/21	10-60-5335
126852313-235	Invoice	Cell phone Public Works	07/08/2021	08/03/2021	207.97	Open	06/21	10-10-5335
Total 126852313-235:					239.47			
569628819-164								
569628819-164	Invoice	PD Cell and Hot Spots	07/27/2021	08/22/2021	273.48	Open	07/21	10-30-5335
Total 569628819-164:					273.48			
Total Sprint (750):					512.95			
Timberline Disposal (1467)								
4802895								
4802895	Invoice	Hwy 103 toilet	08/01/2021	08/15/2021	55.25	Open	07/21	51-00-5202
Total 4802895:					55.25			
4803750								
4803750	Invoice	200 W. Colorado Blvd Trash	08/01/2021	08/15/2021	263.40	Open	08/21	10-60-5202
Total 4803750:					263.40			
Total Timberline Disposal (1467):					318.65			
Treatment Technology (1078)								
184788								
184788	Invoice	cleaning charge	07/27/2021	08/15/2021	80.00	Open	08/21	51-00-6201
184788	Invoice	Hazmat Delivery	07/27/2021	08/15/2021	70.00	Open	08/21	51-00-6201
184788	Invoice	Sodium hypochlorite solution	07/27/2021	08/15/2021	1,399.20	Open	08/21	51-00-6201
Total 184788:					1,549.20			
Total Treatment Technology (1078):					1,549.20			
USA Blue Book (376)								
677914								
677914	Invoice	cleaning solutions	07/28/2021	08/15/2021	281.90	Open	07/21	52-00-6010
677914	Invoice	degreaser	07/28/2021	08/15/2021	42.27	Open	07/21	52-00-6010
Total 677914:					324.17			
Total USA Blue Book (376):					324.17			
Utility Notification Center of Colorado (1984)								
221070771								
221070771	Invoice	Locates	07/31/2021	08/05/2021	21.12	Open	07/21	51-00-5108
221070771	Invoice	Locates	07/31/2021	08/05/2021	21.12	Open	07/21	52-00-5108
Total 221070771:					42.24			
Total Utility Notification Center of Colorado (1984):					42.24			
VISA (1827)								
ADMIN 742021								
ADMIN 742021	Invoice	Colorado Managers Annual COnf	07/04/2021	07/28/2021	90.00	Open	06/21	10-20-5212

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
ADMIN 742021	Invoice	Fower Pots	07/04/2021	07/28/2021	119.60	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Laptops for City Council	07/04/2021	07/28/2021	4,552.00	Open	06/21	10-20-7010
ADMIN 742021	Invoice	Lodging for Colorado Managers C	07/04/2021	07/28/2021	219.98	Open	06/21	10-20-5305
ADMIN 742021	Invoice	Return Street Flowers	07/04/2021	07/28/2021	193.84	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Street Flowers	07/04/2021	07/28/2021	193.84	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Water Treatment Plant Annual PER	07/04/2021	07/28/2021	593.82	Open	06/21	10-20-5305
ADMIN 742021	Invoice	Zoom	07/04/2021	07/28/2021	148.96	Open	06/21	10-20-5108
Total ADMIN 742021:					5,724.36			
PD 742021								
PD 742021	Invoice	Bill of Sale	07/04/2021	07/28/2021	40.00	Open	06/21	10-30-5325
PD 742021	Invoice	Data Cable	07/04/2021	07/28/2021	229.90	Open	06/21	10-30-6015
PD 742021	Invoice	postage	07/04/2021	07/28/2021	4.80	Open	06/21	10-30-5310
PD 742021	Invoice	postage	07/04/2021	07/28/2021	7.60	Open	06/21	10-30-5310
PD 742021	Invoice	postage	07/04/2021	07/28/2021	7.00	Open	06/21	10-30-5310
PD 742021	Invoice	Training Gun	07/04/2021	07/28/2021	114.97	Open	06/21	10-30-5212
Total PD 742021:					404.27			
Total VISA (1827):					6,128.63			
WEX BANK (1459)								
73042065								
73042065	Invoice	Admin Fees	07/23/2021	08/15/2021	75.00	Open	07/21	10-20-5108
Total 73042065:					75.00			
Total WEX BANK (1459):					75.00			
Xcel Energy (540)								
740340871								
740340871	Invoice	525 Pine Slope	07/19/2021	08/06/2021	10.98	Open	07/21	10-10-6001
Total 740340871:					10.98			
740346458								
740346458	Invoice	2916 Colorado Blvd	07/19/2021	08/06/2021	242.18	Open	07/21	10-30-6001
Total 740346458:					242.18			
740362993								
740362993	Invoice	3403 Hwy 103	07/19/2021	08/06/2021	4,061.79	Open	07/21	51-00-6001
Total 740362993:					4,061.79			
740735214								
740735214	Invoice	New Treatment Plant	07/21/2021	08/10/2021	4,605.31	Open	07/21	52-00-6001
Total 740735214:					4,605.31			
741070778								
741070778	Invoice	Public Works	07/23/2021	08/12/2021	300.70	Open	07/21	10-10-6001
Total 741070778:					300.70			
741076871								
741076871	Invoice	Parks	07/23/2021	08/12/2021	285.34	Open	07/21	10-60-6001
Total 741076871:					285.34			
Total Xcel Energy (540):					9,506.30			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Grand Totals:					645,770.73			

Report GL Period Summary

GL Period	Amount
04/21	2,767.36
05/21	2,139.20
06/21	13,698.70
07/21	111,091.36
08/21	512,834.11
09/21	3,240.00
Grand Totals:	645,770.73

Vendor number hash: 0
Vendor number hash - split: 0
Total number of invoices: 0
Total number of transactions: 0



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

Planner Communication

Date: August 4, 2021
To: Planning Commission Members
Cc: Andrew Marsh, City Administrator
From: Jerad Chipman, AICP, Community Development Planner

RE: Community Development Monthly Report

The Community Development Planner has been working on the following recent, current, and upcoming projects.

Development applications and pre-applications:

- **Proposed housing at 2800 Miner Street.** Staff is in communications with the owner of the property regarding potential redevelopment plans.
- **Habitat for Humanity Development at 1628 Virginia Street.** The City Council approved the final development plan at the July 26th meeting.
- **Annexation and Rezoning of the Idaho Springs Cemetery.** The cemetery has been annexed into the City and the rezoning of the parcels is in process.
- **Post Construction Alignment of Colorado Boulevard.** The plat will be reviewed by the Planning Commission and City Council in August.
- **Redevelopment of Gold Digger Field/Block 57 and the School Bus Maintenance Facility.** An application has been submitted for a Planned Development (PD) and associated processes. Staff is reviewing the PD and intend to bring an action item before the Planning Commission in the near future.

Other Activities:

- **HPRC.** A new Certificate of Appropriateness request has been received regarding the improvements to the Library Park.
- **Soda Creek Highlands.** The property owner met with Staff to discuss potential future applications.

- **Twin Tunnels Property.** Several inquiries have been received regarding this property. Staff has been providing zoning interpretations to the inquirers.
- **Administrative Plat Amendment Inquiries.** Staff has received several preliminary requests for Administrative Plat Amendments, and is guiding the interested parties through the process.
- **Inquiries.** Staff continues to respond to a variety of zoning inquiries from residents and developers.

CITY OF IDAHO SPRINGS

Planning Commission Communication



MEETING DATE: AUGUST 9, 2021

UPDATED FROM THE PLANNING COMMISSION
MEETING OF AUGUST 4, 2021

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: REZONING OF THE IDAHO SPRINGS CEMETERY

BACKGROUND:

At the May 24, 2021 City Council Meeting, the City Council approved the annexation of the Idaho Springs Cemetery. It is required that the City rezone the property within ninety (90) days of annexation, and that the Planning Commission hold a rezoning hearing prior to the City Council approving the rezoning. The Idaho Springs Cemetery is owned by the City, and therefore, the City Staff are acting as the Petitioner for this process. Staff are proposing that the property be rezoned to (P) Park & Recreation. A Cemetery is a permitted use in the (P) zoning district.

The property is 66.45 Acres and consists of four parcels.

CONSIDERATION FOR REVIEW AND APPROVAL:

Section 21-108.F states that the Planning Commission and City Council may consider the following factors:

WHETHER THE PROPOSED ZONING IS IN CONFORMITY WITH THE COMPREHENSIVE PLAN.

The parcels that make up the Idaho Springs Cemetery annexation are within the Chicago Creek Area of the 2017 Comprehensive Plan. The Comprehensive Plan focuses on expanding tourism oriented hospitality uses in this area, and a (P) Park & Recreation zoning would conform to that vision. A portion of the Cemetery has been designated as a Local Historic Landmark. Preservation of this landmark conforms with the purpose of the (P) Park & Recreation zoning district.

WHETHER THERE HAVE BEEN MATERIAL CHANGES IN THE CHARACTER OF THE NEIGHBORHOOD SUCH AS TO JUSTIFY A CHANGE IN THE ZONING.

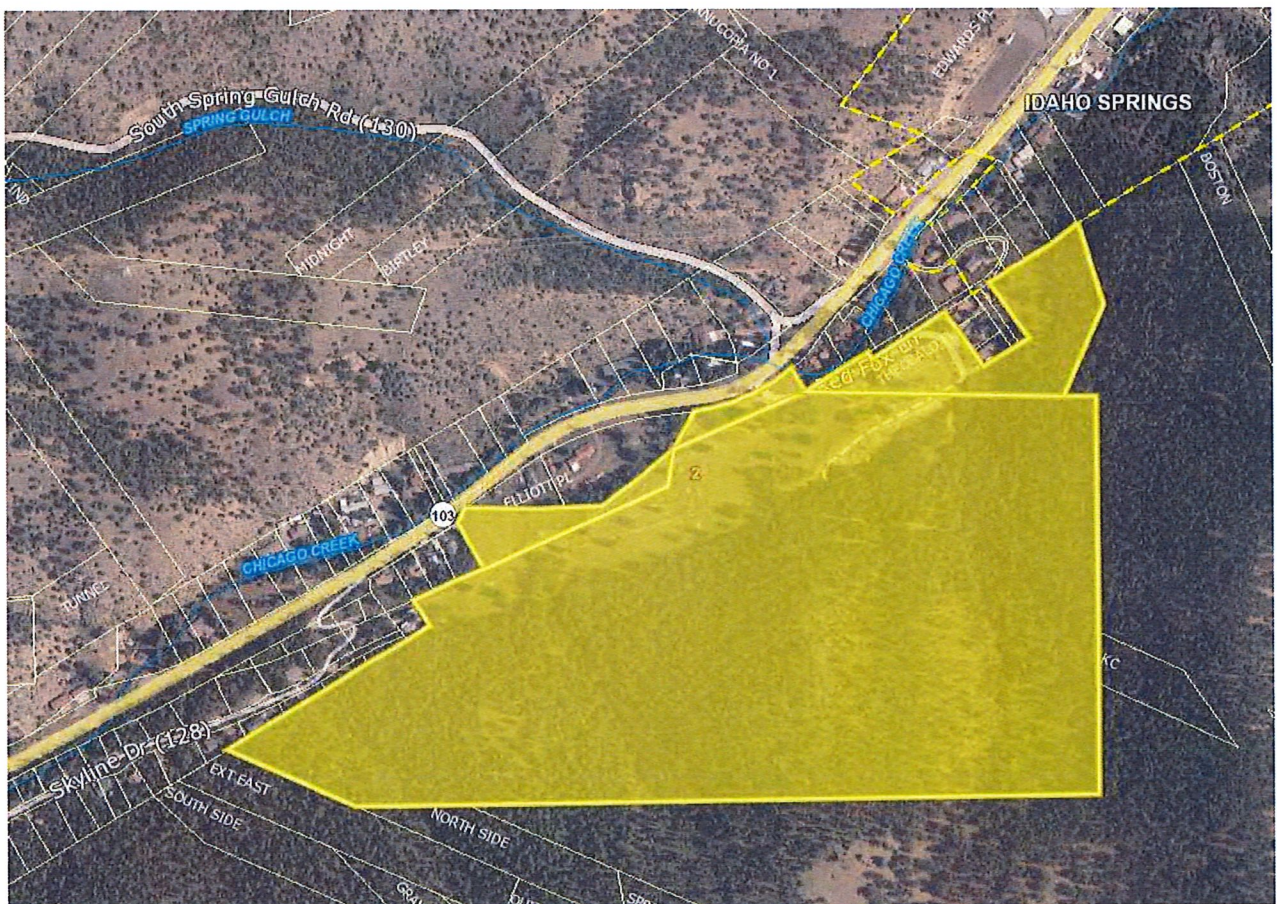
A zoning change is justified and required due to the annexation of the property. Currently, the property is not zoned, and therefore, it is the current character of the neighborhood and the Comprehensive plan that influence the proposed zoning.

WHETHER THE PROPOSED REZONING WILL TEND TO PRESERVE AND PROMOTE PROPERTY VALUES IN THE NEIGHBORHOOD.

It is staff's opinion that the proposed zoning will preserve the existing property values in the neighborhood as the proposed zoning is compatible with the existing cemetery land use.

WHETHER DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PROPOSED REZONING WILL BE IN HARMONY AND COMPATIBLE WITH SURROUNDING LAND USES AND PRESENT DEVELOPMENT IN THE AREA.

It is staff's opinion that the proposed zoning for the property is compatible with the surrounding land uses and present development in the area. The neighboring land uses include a mix of residential uses and open space.



WHETHER THE PROPOSED REZONING WILL AFFECT TRAFFIC CONGESTION IN THE AREA.

The proposed rezoning shall not affect existing traffic patterns or congestion in the area as the use of the property is intended to remain the same.

WHETHER THE PROPOSED REZONING WILL PROMOTE THE PUBLIC WELFARE.

The rezoning will promote the public welfare as the site will be formalized within the City and zoned for passive open space.

WHETHER DENIAL OF THE PROPOSED REZONING WOULD IMPOSE AN UNDUE HARDSHIP ON THE OWNER.

Denial of the zoning would result in the owner being required to seek another zoning for the property as the site is required to go through a zoning process within ninety (90) days of being annexed into the City.

STAFF SUMMARY:

It is staff's opinion that all of the guidelines have been met for approving the rezoning of the recently annexed Cemetery parcels to (P) Park & Recreation.

PLANNING COMMISSION AND PLANNING STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

The Planning Commission recommended that the City Council **APPROVE** the rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

SUGGESTED PLANNING COMMISSION RECOMMENDATION:

I move to approve the rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

Attached Documents:

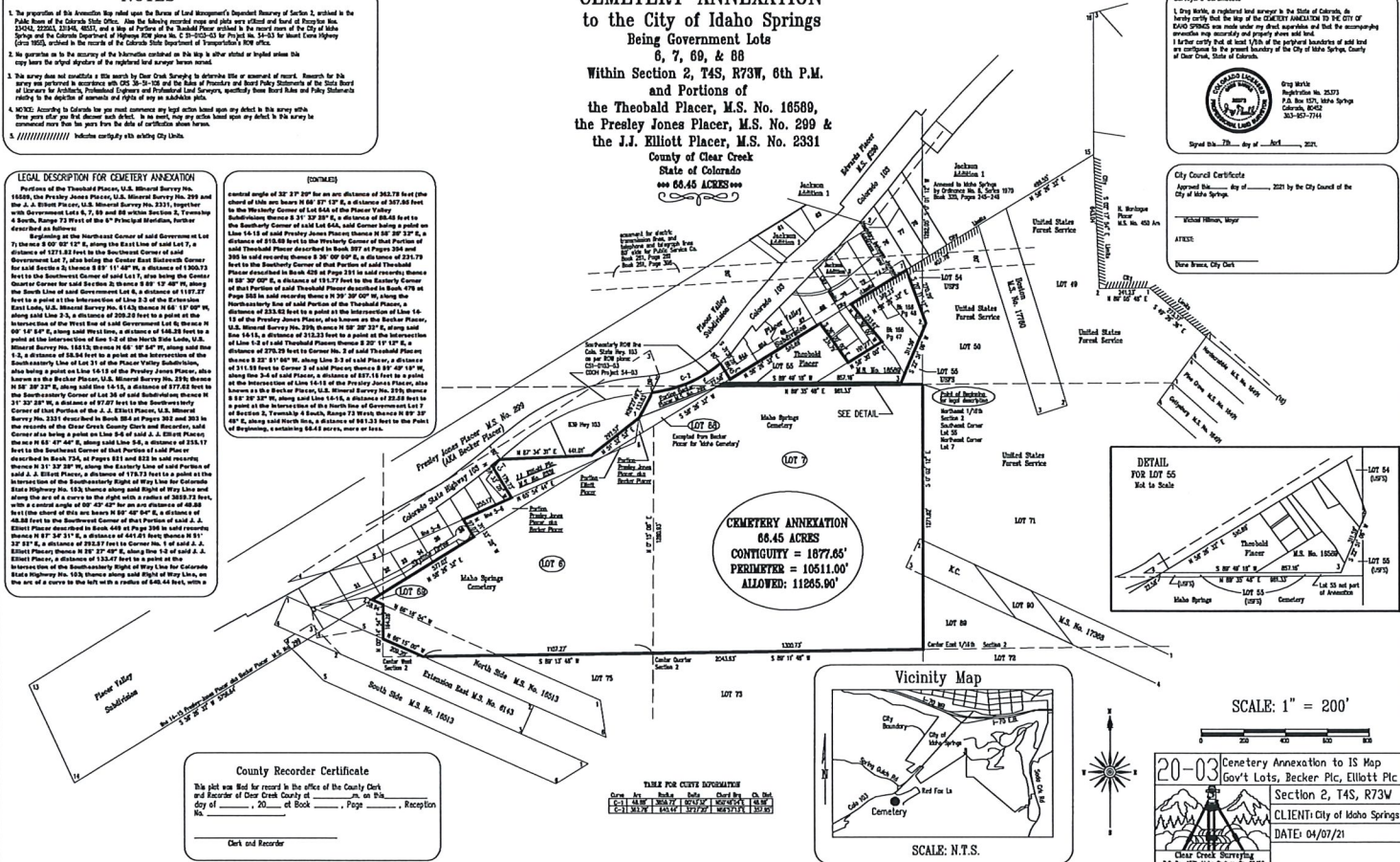
- Plat of Annexation
- Legal Description
- Impact Assessment

[illegible][illegible][illegible]

This plot was filed for record in the office of the County Clerk and Recorder of Clear Creek County at _____ on this _____ day of _____, 20____ at Book _____, Page _____, Reception No. _____

Clerk and Recorder

6, 7, 89, & 88
Within Section 2, T4S, R73W, 6th P.M.
and Portions of
the Theobald Placer, M.S. No. 16589,
the Presley Jones Placer, M.S. No. 299 &
the J.J. Elliott Placer, M.S. No. 2331
County of Clear Creek
State of Colorado
*** 66.45 ACRES ***
Jacobson
Addison 1



I, Doug Wolfe, a registered land surveyor in the State of Colorado, do hereby certify that the map of the CEMETERY ADDITION TO THE CITY OF DAVID SPRINGS was made under my direct supervision and that the accompanying certificate was accurately and properly shown said land.

I further certify that at least 1/16th of the peripheral boundaries of said land are contiguous to the present boundary of the City of Idaho Springs, County of Clear Creek, State of Colorado.



Greg Wirtle
Registration No. 25,573
P.O. Box 1571, Little Springs
Colorado, 80452
303-957-7744

City Council Certificate
Approved this _____ day of _____, 2021 by the City Council of the
City of Lake Springs.

Michael Hilman, Mayor

**DETAIL
FOR LOT 55**
Not to Scale

Therhold Parcel
U.S. No. 15000
Mable Springs
Cemetery
Lot 55 (S97)
Lot 55 (S97)
Lot 55 not part of Section

Boundaries and Measurements:
 - North boundary: S 89° 45' 15" E, 501.71'
 - East boundary: S 89° 45' 15" E, 501.71'
 - South boundary: S 89° 45' 15" E, 501.71'
 - West boundary: S 89° 45' 15" E, 501.71'
 - Ditch: S 89° 45' 15" E, 501.71'
 - Road: S 89° 45' 15" E, 501.71'

SCALE: 1" = 200'

20-03	Cemetery Annexation to IS Map Gov't Lots, Becker Plc, Elliott Plc	
	Section 2, T4S, R73W CLIENT: City of Idaho Springs DATE: 04/07/21	

LEGAL DESCRIPTION

Cemetery Annexation

Portions of the Theobald Placer, U.S. Mineral Survey No. 16589, the Presley Jones Placer, U.S. Mineral Survey No. 299 and the J. J. Elliott Placer, U.S. Mineral Survey No. 2331, together with Government Lots 6, 7, 69 and 88 within Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, further described as follows:

Beginning at the Northeast Corner of said Government Lot 7;

thence S 00° 02' 12" E, along the East Line of said Lot 7, a distance of 1271.82 feet to the Southeast Corner of said Government Lot 7, also being the Center East Sixteenth Corner for said Section 2;

thence S 89° 11' 48" W, a distance of 1300.73 feet to the Southwest Corner of said Lot 7, also being the Center Quarter Corner for said Section 2;

thence S 89° 13' 48" W, along the South Line of said Government Lot 6, a distance of 1107.27 feet to a point at the intersection of Line 2-3 of the Extension East Lode, U.S. Mineral Survey No. 6143;

thence N 66° 15' 00" W, along said Line 2-3, a distance of 209.20 feet to a point at the intersection of the West line of said Government Lot 6;

thence N 00° 14' 54" E, along said west line, a distance of 146.28 feet to a point at the intersection of line 1-2 of the North Side Lode, U.S. Mineral Survey No. 16513;

thence N 66° 18' 54" W, along said line 1-2, a distance of 58.94 feet to a point at the intersection of the Southeasterly Line of Lot 31 of the Placer Valley Subdivision, also being a point on Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 577.02 feet to the Southeasterly Corner of Lot 36 of said Subdivision;

thence N 31° 33' 28" W, a distance of 97.07 feet to the Southwesterly Corner of that Portion of the J. J. Elliott Placer, U.S. Mineral Survey No. 2331 described in Book 584 at Pages 302 and 303 in the records of the Clear Creek County Clerk and Recorder, said Corner also being a point on Line 5-6 of said J. J. Elliott Placer;

thence N 65° 47' 44" E, along said Line 5-6, a distance of 255.17 feet to the Southeast Corner of that Portion of said Placer described in Book 734, at Pages 821 and 822 in said records;

thence N 31° 33' 28" W, along the Easterly Line of said Portion of said J. J. Elliott Placer, a distance of 179.73 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line and along the arc of a curve to the right with a radius of 3859.72 feet, with a central angle of 00° 43' 42" for an arc distance of 48.88 feet (the chord of this arc bears N 50° 48' 04" E, a distance of 48.88 feet to the Southwest Corner of that Portion of said J. J. Elliott Placer described in Book 449 at Page 396 in said records;

thence N 87° 34' 31" E, a distance of 441.01 feet;

thence N 51° 32' 52" E, a distance of 292.57 feet to Corner No. 1 of said J. J. Elliott Placer;

thence N 26° 27' 49" E, along line 1-2 of said J. J. Elliott Placer, a distance of 133.47 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line, on the arc of a curve to the left with a radius of 640.44 feet, with a central angle of 32° 27' 20" for an arc distance of 362.78 feet (the chord of this arc bears N 66° 57' 13" E, a distance of 357.95 feet to the Westerly Corner of Lot 64A of the Placer Valley Subdivision;

thence S 31° 33' 28" E, a distance of 88.45 feet to the Southerly Corner of said Lot 64A, said Corner being a point on Line 14-15 of said Presley Jones Placer;

thence N 58° 26' 32" E, a distance of 510.69 feet to the Westerly Corner of that Portion of said Theobald Placer described in Book 597 at Pages 394 and 395 in said records;

thence S 36° 00' 00" E, a distance of 231.79 feet to the Southerly Corner of that Portion of said Theobald Placer described in Book 426 at Page 291 in said records;

thence N 58° 30' 00" E, a distance of 191.77 feet to the Easterly Corner of that Portion of said Theobald Placer described in Book 476 at Page 585 in said records;

thence N 39° 39' 00" W, along the Northeasterly line of said Portion of the Theobald Placer, a distance of 233.62 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 312.23 feet to a point at the intersection of Line 1-2 of said Theobald Placer;

thence S 20° 11' 12" E, a distance of 270.29 feet to Corner No. 2 of said Theobald Placer;

thence S 22° 51' 06" W. along Line 2-3 of said Placer, a distance of 311.59 feet to Corner 3 of said Placer;

thence S 89° 49' 18" W, along line 3-4 of said Placer, a distance of 857.16 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence S 58° 26' 32" W, along said Line 14-15, a distance of 22.58 feet to a point at the intersection of the North line of Government Lot 7 of Section 2, Township 4 South, Range 73 West;

thence N 89° 35' 48" E, along said North line, a distance of 981.33 feet to the Point of Beginning, containing 66.45 acres, more or less.

NOTE: The bearings and distances used in these legal descriptions were taken from or calculated from the most current surveys of the subject properties including the Bureau of Land Management's Dependent Resurvey of Section 2, T4S, R73W.

These newly created legal descriptions were prepared by:

Greg Markle, LS 25373
P.O. Box 1571, Idaho Springs
Colorado, 80452
303-957-7744
04/07/21

IDAHO SPRINGS ANNEXATION IMPACT REPORT

April 9, 2021	Item: Cemetery Annexation Impact Report
Barb Cole Community Development Planner	

INTRODUCTION

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and Chapter 26: Annexations of the Idaho Springs Municipal Code. This report concerns the proposed annexation of the Idaho Springs Cemetery comprised of 66.45 acres.

STATUTORY ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to C.R.S. § 31-12-108.5(1) (a).

1. MAPS:

As required, maps found in Exhibit A include: The present and proposed boundaries of the City in the vicinity of the proposed annexation. Since this is a cemetery, no services are proposed
2. A COPY OF ANY DRAFT PREANNEXATION AGREEMENT, IF AVAILABLE:

Not Applicable
3. A STATEMENT OF THE CITY'S PLANS FOR EXTENDING OR PROVIDING FOR MUNICIPAL SERVICES WITHIN THE AREA TO BE ANNEXED:

Not Applicable
4. A STATEMENT OF THE CITY'S PLANS FOR THE FINANCING OF MUNICIPAL SERVICES TO BE EXTENDED INTO THE AREA TO BE ANNEXED:

Not Applicable
5. A STATEMENT IDENTIFYING ALL EXISTING DISTRICTS WITHIN THE AREA TO BE ANNEXED:

Since this remains public property, there is no taxation but per statute, here are the mill levies.

<u>Tax District</u>	<u>2019 Levy (mills)</u>
Clear Creek County	35.156
RE-1 School District	23.300

IDAHO SPRINGS ANNEXATION IMPACT REPORT

Clear Creek Metro Recreation District	2.001
Clear Creek Library District	2.000
Clear Creek Emergency Services District	4.569
City of Idaho Springs	6.310
Total	72.043

6. A STATEMENT OF THE EFFECT OF THE ANNEXATION UPON THE SCHOOL DISTRICT GOVERNING THE AREA TO BE ANNEXED:

There is no impact on the School District.

Exhibit A- Annexation Map showing boundaries. There is no change in land use.

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: AUGUST 9, 2021

UPDATED FROM THE PLANNING COMMISSION
MEETING OF AUGUST 4, 2021

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: ACCEPTANCE OF THE POST-CONSTRUCTION ALIGNMENT OF
COLORADO BOULEVARD

BACKGROUND:

The attached Land Plat Survey for review by the City Council was recently drafted to correct and clarify the exact location of the realigned Colorado Boulevard right-of-way. A comprehensive document had not been completed at time of construction, and the attached document formalizes the right-of-way that contains Colorado Boulevard and its appurtenances. This document is important as it provides clear understanding of the location of the property lines for those parcels that abut Colorado Boulevard.

The City Council is asked to approve the attached survey. This is a unique process described in State Statute that does not require public notice.

STAFF SUMMARY:

Staff has reviewed the Land Survey Plat of Colorado Boulevard and have concluded that the Plat meets all of the criteria for acceptance.

PLANNING COMMISSION AND STAFF RECOMMENDATIONS:

Staff recommends **APPROVAL** of the acceptance of the post-construction alignment of Colorado Boulevard.

The Planning Commission recommended that the City Council **APPROVE** the acceptance of the post-construction alignment of Colorado Boulevard. The motion passed 4-0.

SUGGESTED PLANNING COMMISSION RECOMMENDATION:

I move to recommend acceptance of the post-construction alignment of Colorado Boulevard.

Attached Documents:

- Land Survey Plat of Colorado Boulevard
- Acceptance Ordinance

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: AUGUST 9, 2021

REPORT DATE: AUGUST 5, 2021

FROM: JERAD CHIPMAN, COMMUNITY DEVELOPMENT PLANNER

THROUGH: ANDREW MARSH, CITY ADMINISTRATOR

RE: YOUNG RANCH RESOURCE QUARRY
CONSIDERATION OF 112C CONSTRUCTION MATERIALS RECLAMATION
PERMIT APPLICATION REVIEW

BACKGROUND:

Councilperson Curtis brought to staff's attention a notice that was sent by the State of Colorado Department of Natural Resources – Division of Reclamation, Mining and Safety for public comment to a proposed resource quarry near the Hidden Valley area of the City. Staff reached out to the State of Colorado and it was determined that the City was not properly notified of the proposed quarry, and the State has granted the City a comment period of twenty (20) days. The City's comment period expires on August 22, 2021.

The proposed quarry is located within a mile of I-70 exit 243 and spans the Clear Creek, Gilpin County Line. An attached map indicates the proximity of the proposed quarry to parcels annexed into the City. The quarry would utilize the Central City Parkway for access and in later phases would reroute the Parkway to a shorter configuration indicated in the attached map provided by the State.

TRAFFIC AND NOISE CONCERNS:

Traffic. There is the potential to impact traffic on the east side of the City, especially I-70 Exit 243. There would be additional truck traffic utilizing that intersection.

Noise. The use would create additional noise in the area with the highest nuisance potential being located on the east side of the City.

ROLE OF THE CITY COUNCIL:

The City Council may choose to provide comment on the proposed quarry. If the Council chooses to do so, staff requests guidance regarding the substance of the Council's comments. Staff is requesting direction regarding how to respond to the State's notice letter.



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman St. Room 215
Denver, CO 80203

NOTICE

Consideration of 112c Construction Materials Reclamation Permit Application

DATE: August 2, 2021

TO: City Manager
City of Idaho Springs
1711 Miner Street
Box 907
Idaho Springs, CO 80452

RE: Young Ranch Resource Quarry, File No. M-2021-009

Please be advised that on May 17, 2021, Young Ranch Resource LLC, whose address and telephone number are 5455 Ulysses Street, Golden, CO 80403; (303) 880-0948, filed an application to conduct a(n) Surface mining and reclamation operation, at or near Section 28, Township 3S, Range 72W, 06th Principle Meridian, in Clear Creek and Gilpin Counties. Please be advised that the permit area may be located in more than one Section, Township, and Range. Affected lands will be reclaimed to support a(n) Rangeland post-mining land use. The application decision date is scheduled for October 14, 2021.

A copy of the application is available for review at the Clear Creek County and Gilpin County Clerk & Recorder's offices and at the office of the Division of Reclamation, Mining and Safety.

The application, as well as all other permit documents, can also be viewed at <https://dnrweblink.state.co.us/drms/search.aspx> by searching M2021009 in the "Permit No" field. A user guide is available to help first time users of the imaged document system and can be viewed at https://drive.google.com/file/d/118OUdf_Mpjo3kxIHkP5hMH-w7MeBtxX7/view.

To be considered in the review process, comments or objections on the application must be submitted in writing within twenty (20) days of the date of this notice, by **August 22, 2021**. The Office will assume you have no comment or objection to the proposed activity if none are received by the deadline provided.

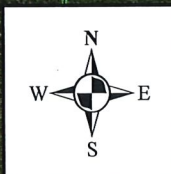
If you need additional information or have any questions regarding the above-named application, please contact Amy Eschberger at the Division of Reclamation, Mining and Safety, 1313 Sherman Street, Room 215, Denver, CO 80203, by telephone at 303-866-3567 x 8129, or by email at Amy.eschberger@state.co.us.



Proximity of the Proposed Quarry to the City of Idaho Springs

Approximate Location of the Proposed Quarry

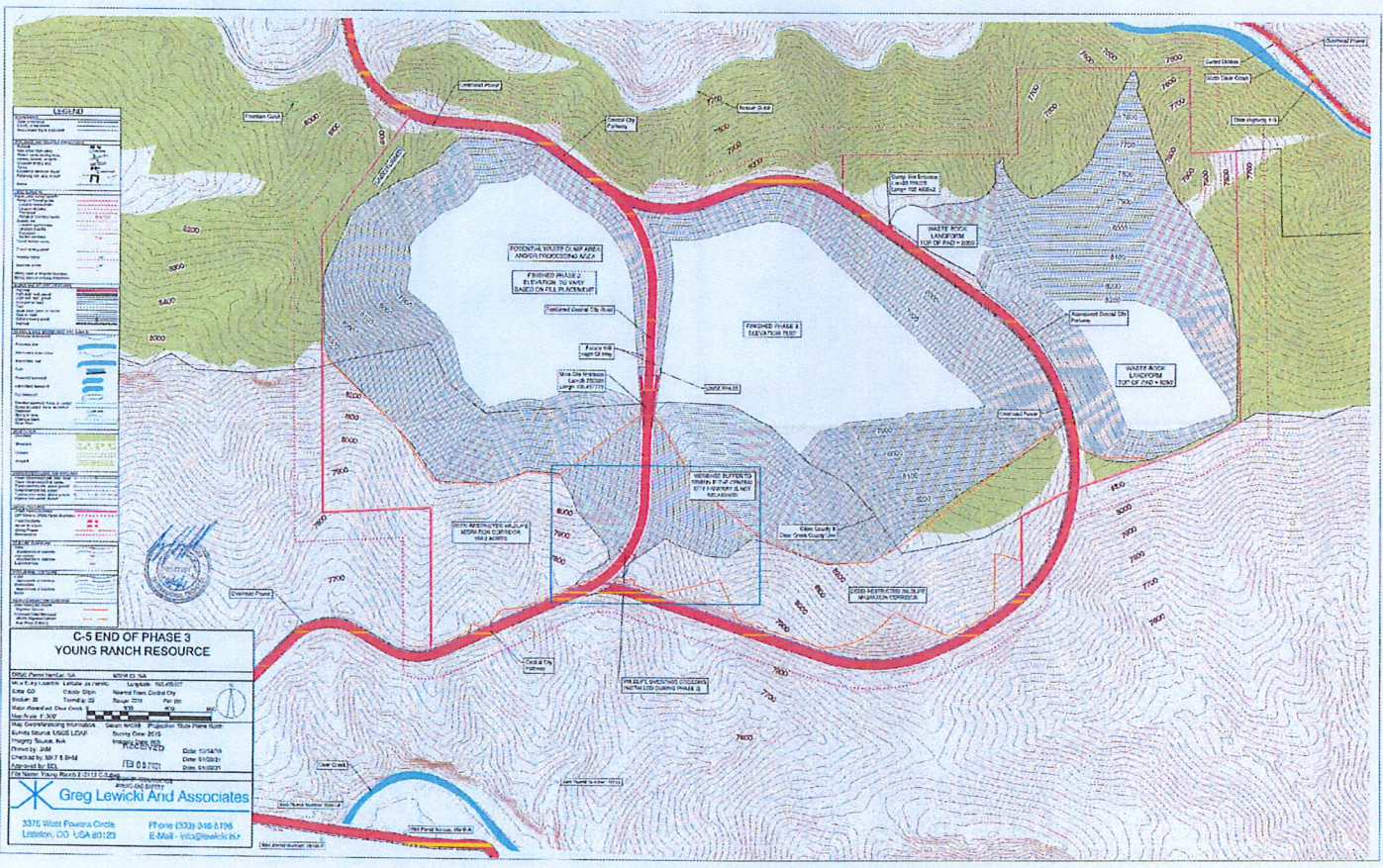
The approximate center of the mine is less than 3/4 of a mile to Exit 243



Legend

Municipality

-  CENTRAL CITY
-  IDAHO SPRINGS



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 14, Series 2021

**AN ORDINANCE ACCEPTING THE POST-CONSTRUCTION ALIGNMENT
OF COLORADO BOULEVARD**

WHEREAS, the City of Idaho Springs, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, pursuant to Part 23 of Title 31, C.R.S., the City, acting by and through the Idaho Springs City Council (“Council”), possesses the authority to regulate the planning and zoning of the City generally, including but not limited to the authority to recognize and accept dedicated public streets, typically through the subdivision platting process; and

WHEREAS, in 2015, the City acquired title to the public right-of-way known as Colorado Boulevard (aka Business I-70 as it ran through the City) from CDOT and thereafter engaged in a significant years-long improvement project to upgrade the condition of the travelled right-of-way and its attendant curb, shoulder and sidewalk areas; and

WHEREAS, because this roadway reconstruction and improvement project was City-wide, spanning nearly the entire east-west length of the City, there exists no single plat or survey that reflects the current alignment and location of Colorado Boulevard; and

WHEREAS, C.R.S. § 31-23-217 provides a process for municipalities to formally accept the location of public streets not contained in a previously-approved subdivision plat or master plan by accepting the same by ordinance after referral of the same to the City Planning Commission; and

WHEREAS, the Idaho Springs Planning Commission reviewed this ordinance and the survey plat accepted thereby on, August 24, 2021, and recommended approval to the City Council; and

WHEREAS, the Council now therefore desires to adopt this Ordinance, by the majority vote required by C.R.S. § 31-23-217, and thereby formally accept and approve the location of Colorado Boulevard as reflected herein as of the date hereof.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IDAHO SPRINGS, COLORADO, AS FOLLOWS:

Section 1. The above and foregoing recitals are expressly adopted as findings and determinations of the Council.

Section 2. Pursuant to C.R.S. § 31-23-217, the Idaho Springs City Council hereby formally accepts the alignment of Colorado Boulevard as reflected in the Land Survey Plat attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 3. Findings concerning voting. This Ordinance was approved by the Idaho Springs Planning Commission by a vote of 4 to 0; this Ordinance was approved by the Idaho Springs City Council by a vote of _____ to _____.

Section 4. Zoning Maps; Official Plats. City staff is hereby directed to make conforming amendments to all copies of the official City Zoning Map and all other official City- maintained plats and maps, as necessary, to reflect the recognized and formally accepted location of Colorado Boulevard, upon the effectiveness of this Ordinance.

Section 5. Recording of Ordinance. City staff is further directed to record this Ordinance and its Exhibit in the real property records of Clear Creek County, Colorado, upon the effectiveness of this Ordinance.

Section 6. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

Section 7. Should any one or more sections or provisions of this Ordinance or of Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provisions, the intention being that the various sections and provisions are severable.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9th day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED, at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the _____ day of _____, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

EXHIBIT A

[Colo. Blvd. – Land Survey Plat]

CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 15, Series 2021

AN ORDINANCE AMENDING SECTION 2-3 OF THE IDAHO SPRINGS MUNICIPAL CODE TO INCLUDE THE COMPENSATION OF THE CITY CLERK AND CITY TREASURER AFTER THE NOVEMBER 2021 REGULAR MUNICIPAL ELECTION

WHEREAS, the City of Idaho Springs, Colorado ("City") is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, at each regular municipal election, City electors elect one or more Council members and potentially other City elected officials, including a Mayor, City Clerk and City Treasurer, depending on the length of term remaining for incumbent office holders; and

WHEREAS, Section 2-3 of the Idaho Springs Municipal Code ("Code") sets forth the compensation to be paid to the Mayor and Council members; and

WHEREAS, over the past few years, the City Council has engaged in a comprehensive review, evaluation and restructuring of the roles and responsibilities of the offices of City Clerk and City Treasurer; and

WHEREAS, as a result, the City Council finds that it is necessary and appropriate to amend and clarify the compensation that will be provided to the elective offices of City Clerk and Treasurer commencing with the next municipal election in November of 2021.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, Colorado, as follows:

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council.

Section 2. Section 2-3 of the Code, concerning compensation of certain elected officials, is hereby amended as follows:

Sec. 2-3. - Compensation of Elective Offices ~~Mayor and Councilmembers~~.

(A) Mayor. The Mayor shall be compensated at the rate of two thousand four hundred dollars (\$2,400.00) per calendar quarter of service as such.

(B) Councilmembers. Each member of the City Council shall be compensated at the rate of one thousand two hundred dollars (\$1,200.00) per calendar quarter of service as such.

(C) City Clerk. The City Clerk shall be compensated at the rate of one thousand two hundred dollars (\$1,200.00) per calendar quarter of service as such.

(D) City Treasurer. The City Treasurer shall be compensated at the rate of zero dollars per calendar quarter of service as such.

(E) Proration. If the holder of any elective office the Mayor or any Councilmember shall serve less than a full calendar quarter, the compensation payable to such officer shall be prorated based upon the number of days actually served in such calendar quarter.

(F) Expenses. All necessary and reasonable expenses incurred by the holder of an elective office Mayor and any Councilmember in the performance of his or her duties as such shall be reimbursed by the City upon presentation of appropriate written documentation.

Section 3. Effective Date. The amendments made to Code Section 2-3 pursuant to Section 2 of this Ordinance shall take effect and govern the compensation due to the City Clerk and City Treasurer elected at the November 2, 2021 regular municipal election or, in the event either office is not filled by the 2021 regular municipal election, to the holder(s) of such office(s) as appointed by the City Council thereafter.

Section 4. Should any one or more sections or provisions of this Ordinance or of any Code provision enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 5. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code provision or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9th day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2021.

Michael Hillman, Mayor



City of Idaho Springs City Council Communication

Meeting Date: August 9, 2021
Presented By: Jonathan Cain, Assistant City Administrator
Item: Trails Construction Proposals

Background

In early 2021 the City was awarded grants for trails construction in Virginia Canyon Mountain Park (VCMP). The City received a total of \$349,487 from the GOCO Resilient Communities program and the CPW Non-Motorized Trails program. The City is required to match 10% of these grant awards. These matching funds will come from the proceeds of Feast on the Creek (\$29,347.63) in 2018 and 2019, as well as an amount not to exceed \$7,100 from the General Fund that was approved by City Council. This gives the City a total budget of \$385,934.63 for this project.

On June 28, 2021, City Council directed Staff to publish an RFP to begin construction of Phase 1 of this trails project. This will include construction of two trails, #3 and #7. Trail 3 runs from the Argo Property in the South to a point near Santa Fe Mine Road in the North; Trail #7 will run from the “Saddle” at the middle of the park to the top of the park’s southernmost peak.

On July 15, 2021, City Staff published a request for proposals (RFP) seeking qualified firms to construct these trails. Proposals were accepted until August 2, 2021. The City received 1 qualified proposal from FlowRide Concepts, a firm out of Wheat Ridge Colorado. The proposal from FlowRide Concepts for the construction of these trails came in at \$373,860, \$12,074.63 under the budget for this project.

Proposal Evaluation

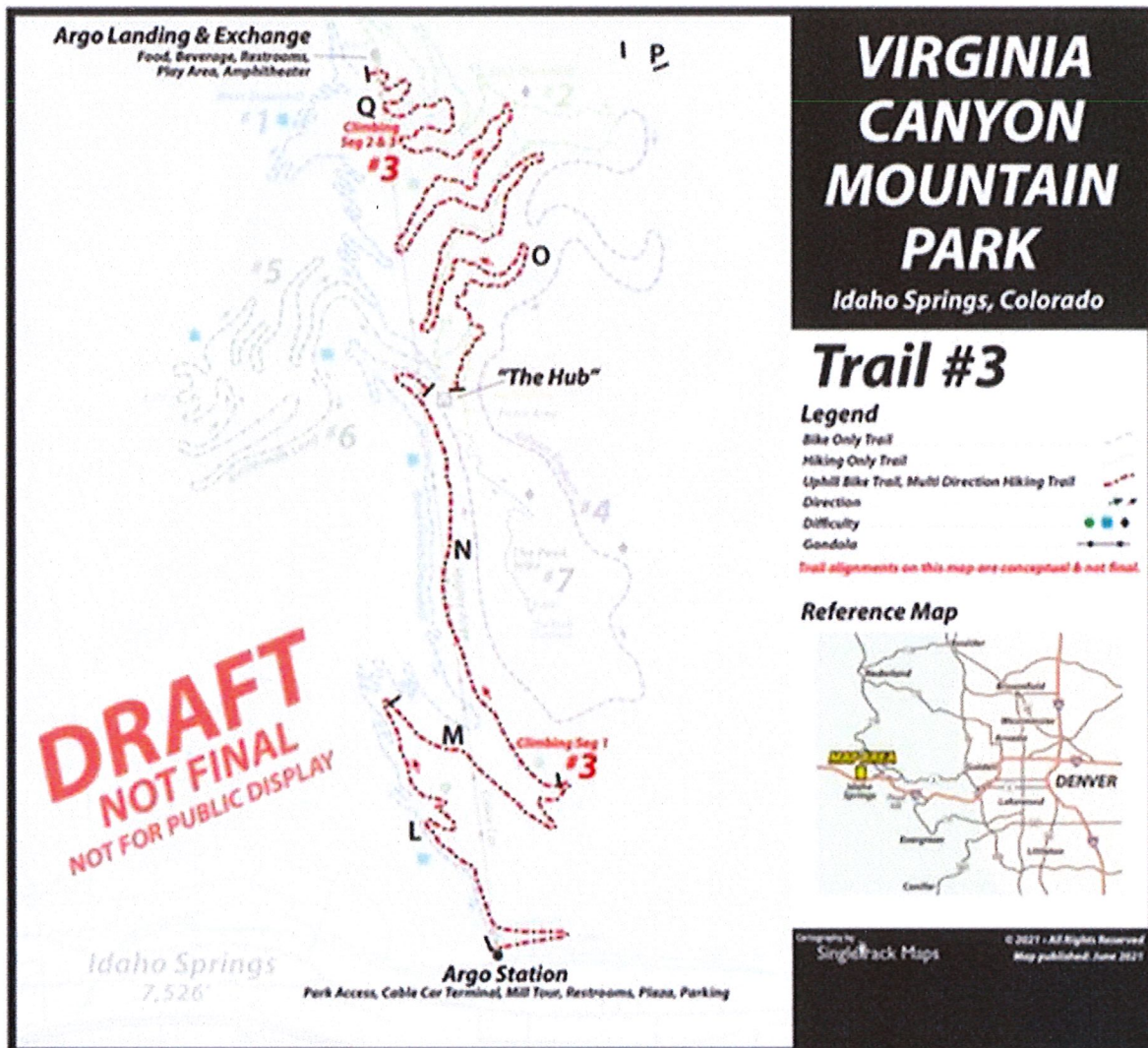
The proposal received by the City was evaluated on August 3, 2021 by City Administrator Andrew Marsh, City Planner Jerad Chipman, Assistant City Administrator Jonathan Cain and COMBA Director Gary Moore.

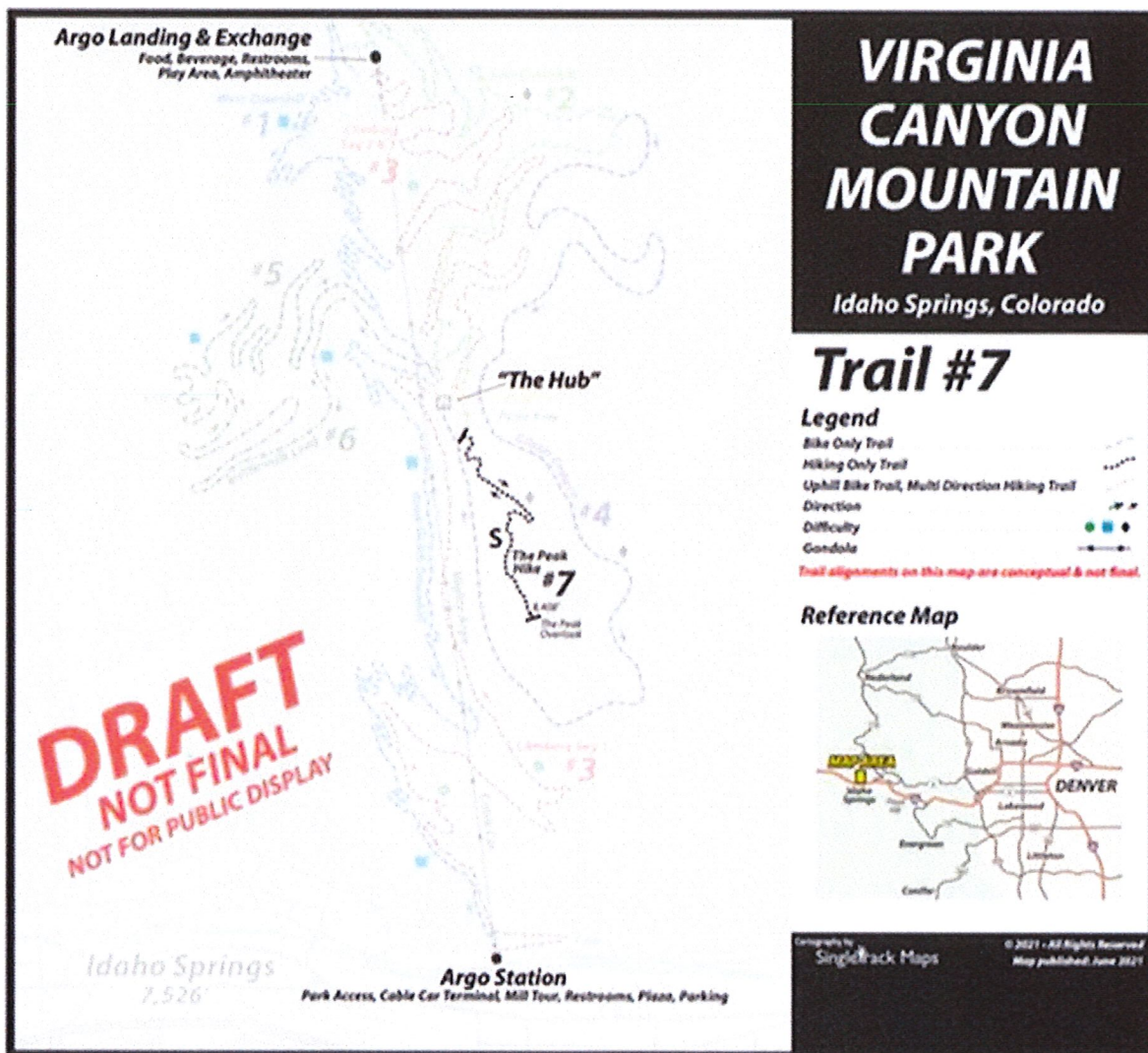
Flow Ride Concepts

The committee has concluded that the proposal submitted by FlowRide Concepts satisfied the overall requirements of the City. FlowRide Concepts has a professional and experienced team that has experience working in Clear Creek County and in the surrounding region. City Staff originally anticipated this work to begin early this Fall, however FlowRide Concepts is unable to begin until December. Work is anticipated to be completed next May. If City Council approves the proposal, notice to proceed can be given to FlowRide Concepts immediately.

Recommendation

THAT City Council select Flow Ride Concepts to construct Trail segments #3 and #7 in Virginia Canyon Mountain Park for the amount of \$373,860.







VIRGINIA CANYON MOUNTAIN PARK
TRAIL CONSTRUCTION: PHASE 1

CITY OF IDAHO SPRINGS, COLORADO

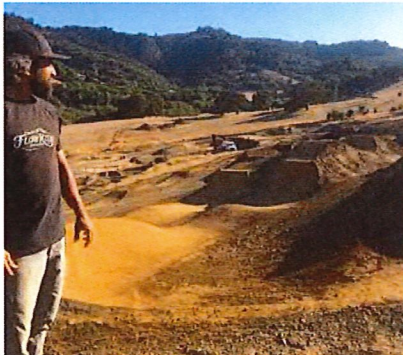
FIRM OVERVIEW

MEMBERS OF THE PROFESSIONAL TRAILBUILDERS ASSOCIATION (PTBA)

We are FlowRide Concepts: a professional collaboration of designers, builders, creatives, entrepreneurs, and above all, guys with a passion for riding. We founded the company here in Colorado, drawn together by our common mission—to create top-flite progressive and sustainable riding destinations.

Trails we've ridden across the continent and builds we've done coast to coast have gained us an expert knowledge of current trail development standards plus a real feel for what today's rider demands. Our experience planning & designing a great rider experience leads us to build upon each terrain's unique assets, crafting every trail's lines and features to allow for rider progression at each skill level.

Early on we establish our expectations for safe work practices and for the professionalism of the crews we direct and work alongside. Our experience tells us that the hands-on, wheels-on expertise of every team member will be key to all successful builds. We're proud of the excellent safety record compiled by the parks and trails we design and build, with no serious accidents or liability claims resulting from our many years of building together as a team. In the end, our work will stand as our witness: to the high standards we achieve in design and rider experience as well as our top-notch finished product.



STATEMENT OF BIDDERS QUALIFICATIONS

1. Company Name: FlowRide Concepts, LLC
2. How many years have you been engaged in this type of business? 7 years
3. List several companies and a person to contact with whom you have contracts:
- | | |
|--|---|
| A. <u>David Deitemeyer - Sr Landscape Architect</u> | B. <u>James Kovaly - Trails Coordinator</u> |
| <u>City of Colorado Springs 719.385.6515</u> | <u>Clear Creek County 303.845.0196</u> |
| <u>david.deitemeyer@coloradosprings.gov</u> | <u>jkovaly@co.clear-creek.co.us</u> |
| C. <u>John Feeney - District Maintenance Manager</u> | D. <u>Mike McGill - Parks and Open Space Division Manager</u> |
| <u>Estes Valley Rec & Park District 970.586.8170</u> | <u>Town of Erie 303.926.2799</u> |
| <u>john@evrpd.com</u> | <u>mmcgill@erieco.gov</u> |

4. Are any lawsuits pending against you or your firm at this time?

Yes ☐ No ☒ If yes, provide details: _____

5. Have any charges been filed against you or your firm or the bidding entity with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission or any other similarly constituted entity charges by any state or local government with the enforcement of antidiscrimination legislation or regulations?

Yes ☐ No ☒ If yes, provide details: _____

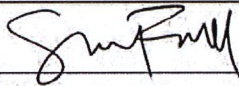
6. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Idaho Springs in verification of the recitals comprising this Statement of Bidder's Qualification and that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated this 29 day of July, 2021

(Company Name): FlowRide Concepts, LLC

By: Shea Ferrell

Title: President/Partner



BIDDER INFORMATION

COMPANY NAME: FlowRide Concepts, LLC

ADDRESS:

2661 Newland St. Wheat Ridge, CO 80214

CONTACT PERSON: Shea Ferrell PHONE NO.: 630.667.6319

EMAIL ADDRESS: shea@flowrideconcepts.com

FEDERAL TAX ID NO.: 47-0981470

Prompt Payment Discount Terms: % 10 calendar days % 20 calendar days %
30 calendar days % other (Please specify)

Are credit cards accepted? Yes No X

SIGNATURE PAGE

VCMP - Phase 1

ORDER FOR GOODS/SERVICES BID

The undersigned offeror hereby acknowledges that he/it has not entered into any agreement with any other offeror or prospective offeror or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from quoting, nor any agreement or arrangement for any act or omission in restraint of free competition among offerors.

Furthermore, said offeror has not disclosed to any person, firm or corporation the terms of said proposal or the price named therein.

In compliance with the terms and conditions of Bid for VCMP - Phase 1, the undersigned agrees to furnish any or all services upon which prices are offered on page two of this quote. Offeror hereby certifies that this quoted price is firm for a period of 60 calendar days from the due date specified in this Bid.

OFFEROR, the following must be fully completed:

Dated this 29 day of July, 2021.

SIGNATURE OF OFFEROR:

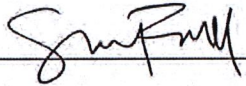
If an individual _____ d/b/a _____

If a partnership

By _____, member of firm

If a corporation

FlowRide Concepts, LLC a Colorado corporation

By Shea Ferrell  Title (state) Owner/President

Telephone Number: 630.667.6319



PROJECT UNDERSTANDING

FlowRide owners have a sound understanding of the Virginia Canyon Mountain Park project from having attended early stage public meetings, consulted with COMBA staff on various site visits discussing trail opportunities and constraints, and from having a depth of experience constructing trails through comparable terrain in Clear Creek County. The Phase 1 multi-use trail at VCMP is a critical component of how this mountain park functions. It needs to accommodate a variety of users and provide a safe and fun experience for hikers and bikers alike to explore the mountain park and gain access to "The Hub", the Argo Landing and the future network of trails.

The build team must create a trail wide enough to accommodate uphill bike traffic and bi-directional hikers, and yet still provide a natural trail experience that meshes well with the existing topography. The canyon terrain is comprised mainly of steep, rock-covered slopes and special care must be taken to locate the trail and the climbing turns in a manner that allows users safe passage and a sustainable grade of ascent. Working closely with the CM at regular intervals throughout the project to review built trail and upcoming flagged corridors will allow for efficient communication and work flow during construction.

The Peak One hiking trail branching off from "The Hub" will provide users a hiking experience with a 'backcountry' feel and rewards the steep, rocky hike with panoramic views from the summit. Although different in character, both trails in Phase 1 require careful attention to finish details, drainage and durability to stand up to the Rocky Mountains' elements for years to come.



PROJECT APPROACH

Upon award of project, FlowRide owners/project leads would coordinate with client and CM to obtain current GPX data and begin refinement of trail corridor design. Once final alignments are flagged and approved by CM, and permits are secured, FlowRide will mobilize team and equipment to the Lower Landing and commence trail construction. Our team will operate on a daily basis with a crew of 2-4 owners/operators and staff depending on stage of the project. Our team will utilize 2 mini excavators, a tracked dirt hauler, a variety of sawyering equipment, hand tools and vibrating plate compactors for finished tread compaction. For daily site access and fuel/tool hauling, our team will rely on ATV's for transport up and down the newly constructed Trail #3 route.

While new trail corridors are under construction, areas will be clearly marked "Trail Closed; Under Construction" with temporary signage and any intuitive access points will be blocked with segments of orange construction fencing and/or heavy-duty caution tape. Caution tape will also be strung across strategic points of new trail to prevent unauthorized use. FlowRide is adept at operating with a light 'footprint' to avoid disturbance to land owners and their ongoing operations and maintain a safe work site.

The build team will carve the full bench trail into the steep canyon slopes of Rosa Gulch and incorporate/improve existing segments of trail when appropriate. Maintaining a sustainable trail grade and directing water with intentional grade reversals and drainage routes will be important through this Segment L.

Climbing out of the gulch and across the Cable Car corridor, the team will continue the sustained 6% average grade, while taking a strategic approach to the stacked turns of Segment M out on the steep face of the south facing slope. Proceeding back across slope towards the Cable Car, the team will be careful to observe the 30' setbacks from tower pylons. Segment N climbs up this corridor and gives an opportunity to create a winding 'ribbon' of trail for Cable Car riders to admire as they pass above. The build team will take great care with this rocky zone to create a trail tread suitable for novice hikers and uphill bikers alike.

Once builders have gained "The Hub", one team will split off to construct the Peak One hiking trail, employing hand-building methods and a mix of light-touch mechanized methods when possible. This trail will primarily consist of boulder steps, rock-armored trail and full-bench trail when appropriate.

Continuing on Segment O climbing above "The Hub", teams will take special care locating the numerous climbing turns along this increasingly steep and rocky slope. When necessitated, builders will construct rock-retaining walls to support these structured turns and allow for climbable grades throughout. Upon nearing 80% overall completion, FlowRide will schedule an inspection with the CM and establish a punch list of remaining items to be handled while trail construction is completed.

FlowRide Concepts has a stellar safety record that is free of any accidents for more than seven years running. Our team adheres to internal safety protocols and relies on a depth of experience constructing trails throughout the Rocky Mountains. Our owner/operators are in the field working alongside our experienced core team to ensure safe and efficient project operations.



PROJECT TIMELINE

PROPOSED PROJECT SCHEDULE

Understanding that the preferred timeline for VCMP Phase 1 would be Fall 2021, we'd like to propose a later schedule that would still allow for a May 2022 completion date. The FlowRide team is currently under contract on two projects with late Fall 2021 completion dates, including the 7 mile Daniels Pass trail project in North Cheyenne Canyon, Colorado Springs.

We prefer to give each project the attention of our core owners/operators and in order to do so, we'd propose our next best availability which would be targeting a late fall start date, building through winter months as conditions allow, and still finishing no later than May 2022.

Proposed Timeline _ 2021-2022

Task	December				January				February				March				April				May			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Construction Period																								
Weekly Client Meetings																								
Project review, punchlist and completion																								

 Task
 Client Review



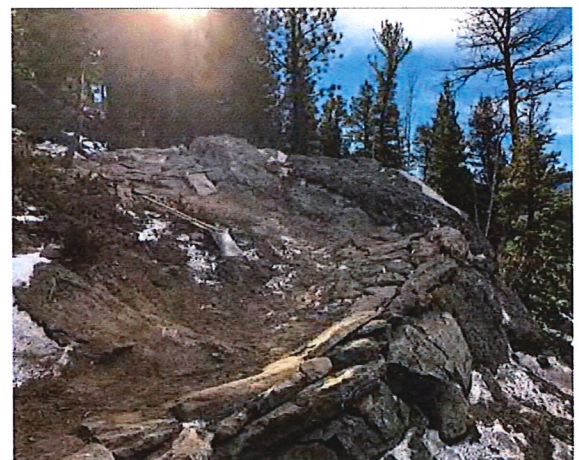
FLOYD HILL OPEN SPACE TRAIL SYSTEM - EVERGREEN, CO

2018/2019

FlowRide was hired by Clear Creek County and COMBA (Colorado Mountain Bike Association) in the fall of 2018 to deliver some bike-optimized all-mountain trails to the recently developed Floyd Hill Open Space trail system. County crews had hand-built nearly 2 miles of new trails, and quickly recognized the need for improved flow, drainage, and custom rockwork to ensure the longevity of the twists and turns of this Front Range singletrack. FlowRide staff expertly crawled our machines into the rocky, steep, forested slopes and transformed the existing trail into a dynamic and sustainable bi-directional trail that accomodates a variety of users and skill levels.

PROJECT DATA

- Sculpt 1/4 mile beginner-friendly flow trail connector segment
- Improved drainage and flow on 1 mile existing trail segment
- Machine/hand-built 10 bi-directional bermed/climbing turns
- Built boulder retention walls and rock-armored trail sections
- Achieve sustainability by design for flow & erosion control
- Awarded contract for spring 2019 downhill trail construction





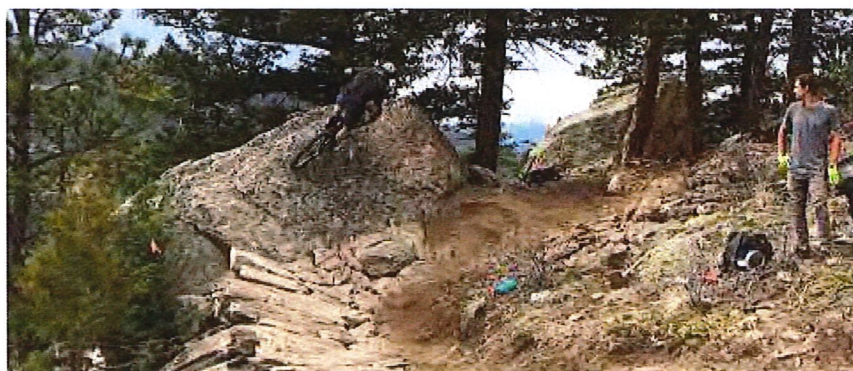
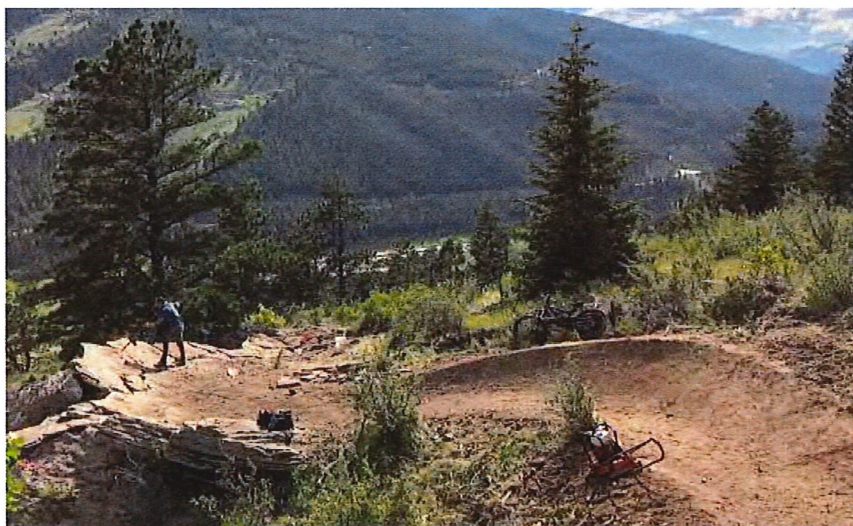
THE SLUICE DOWNHILL TRAIL

EVERGREEN, CO MAY-JULY 2019

All along Colorado's Front Range there existed not a single purpose-built bike-only downhill MTB trail...until now, 2019! When we at FlowRide won the bid to design and build Floyd Hill Open Space's new directional downhill trail, we spared no pains to make it memorable. Our challenge was to craft ancient craggy bedrock and steep, forested slopes into progressive lines and iconic features. High up on the site's "dragon's back" rock spine, after tons of puzzle-piecing boulders and slabs together, our team crafted expert-level rock features into lines that descend 300+ vertical feet down the slope's 20-30% grade spine. This is just one of the many advanced option lines that supplement the intermediate-level main trail, a fast and fun descent, chalk-full of rock features, sweeping berms, rollers, jumps, and drops. This action-packed downhill trail will keep riders coming back time after time, linking together new features and option lines, for a new experience every ride. With a trail and terrain as unique as this, our crews are maximizing every linear foot of trail to deliver something special very soon to the eagerly awaiting riders along the Front Range.

PROJECT DATA

- Design/Build purpose-built bike-only downhill MTB trail
- Sculpt range of berms, wallrides, rock drop w/ native bedrock
- Integrate native bedrock formations into terrain-inspired design
- Employ test ride protocols to minimize risk & achieve flow
- Attract range of skill levels with intermediate/expert progression
- Achieve sustainability by design for flow & erosion control





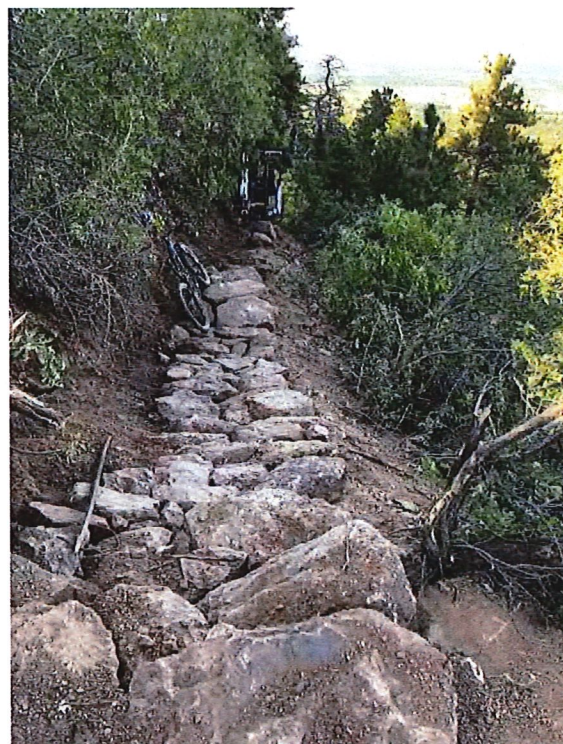
CHUTES DOWNHILL TRAIL - COLORADO SPRINGS, CO

AUG-OCT 2019

Over the past couple years building trails in Colorado Springs, we've found it's always important that we approach construction with open eyes and ears to the local's needs. Starting with bike-optimized trails and a youth bike park, we quickly proved that we can adapt our experience to build sustainable and progressive trails while remaining true to the established expectations and character of the local trails and riders. The City took notice and entrusted us with modernizing a long-established multi use trail system and creating an intermediate downhill bike trail, which has since become a locals' favorite. Together with the client, a rider himself, we came up with a practical approach and schedule for re-routes, closures and trail improvements that would put minimal impact on trail access during construction and provide riders and hikers with a much safer directional trail network. We also came up with solutions to maintain the technical and progressive feel that locals had come to expect. From armoring several hundred feet of trail and berms with imported rock, to adding options and features along the original corridor, we were able to convert any skeptics who worried their old trail would be watered down. The consensus is that Colorado Springs locals will continue to invite us back to improve their favorite riding spots as well as foster the evolution of their future bike trails and parks.

PROJECT DATA

- 1.25 mile intermediate downhill trail
- 1/2 mile advanced trail option w/rock armored berms, drops and jumps
- Bike-optimized bi-directional climbing trail





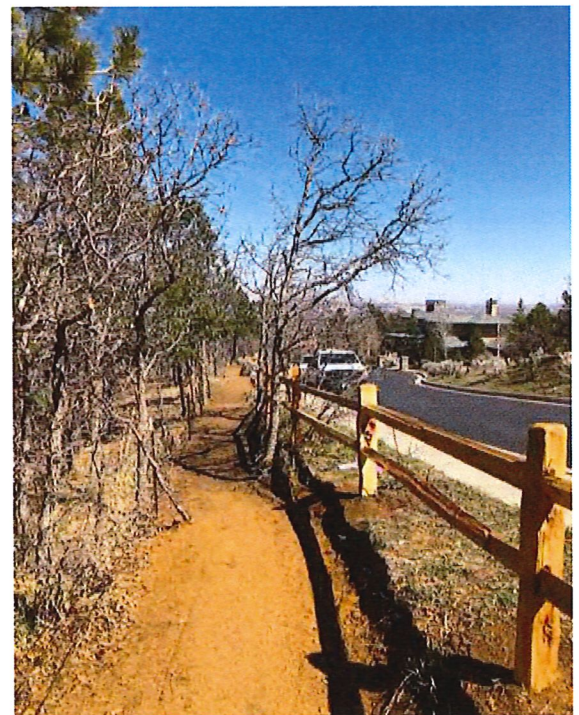
STRATTON OPEN SPACE TRAILS - COLORADO SPRINGS, CO

NOV-DEC 2019

FlowRide Concepts was contracted to construct a series of new multi-use connector trails throughout Stratton Open Space in Colorado Springs during fall 2019. Several of the existing trails in the network were outdated and in a state of disrepair due to unsustainable trail alignments and erosion issues. Coordinating with city staff, FlowRide crews decommissioned these segments of the existing trail network and constructed new trail segments that optimized the topography on site to provide improved connections between trailheads. Featuring sweeping turns and rolling contours, these trails provided a modernized trail experience for the numerous hikers and bikers that frequent Stratton Open Space. Rock armored bridge abutments and two rail split cedar fencing were some of the details that FlowRide staff carefully installed to ensure the safety and longevity of select trail segments.

PROJECT DATA

- Built 1/2 mile new multi-use singletrack trail
- Rehabilitate bridge crossings, rock armored abutments
- Installed 300+ LF of two rail split cedar fencing
- Decommissioned 1/2 mile existing trail





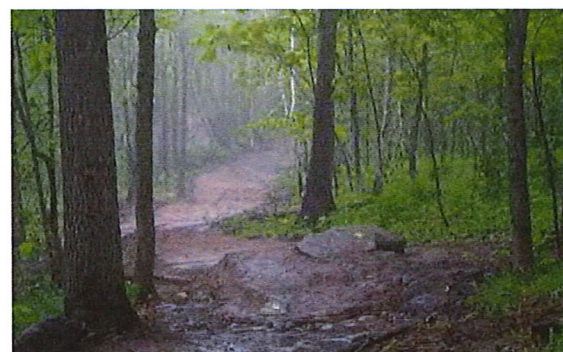
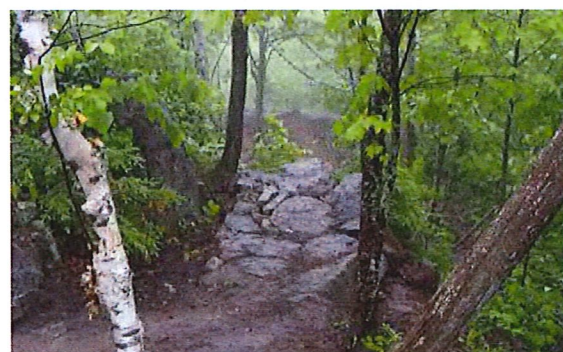
SPIRIT MOUNTAIN BIKE PARK – DULUTH, MN

2013-2014

With part of our FlowRide crew hailing from the Midwest, we're excited at the region's newfound enthusiasm for the gravity biking scene we've been importing from Colorado. We rolled into Duluth in 2013 to help Spirit Mountain introduce our passion for flow to their majority hardtail and cross-country crowd. Our first trail was constructed to cater to cyclist opposites: those who catch a lift up to the top, and those who prefer climbing a bike up to their descent. We built our green flow trail for both—to be a fun, fast, and friendly downhill green flow trail on weekends... and a leg-burning cross-country climb for riders to earn their turns on the return descent. With "Happy Camper" quickly and safely showing green riders the ropes, 2014 saw us back at Spirit Mountain pushing our creative limits as builders along with the skills of their riders. We added blue/black freeride trails, wood ladder bridge/drops and gap jump options to Spirit Mountain's freeride and expert jump-trail offerings. Surviving two weeks of building Wildcat and Boss Hog in near swamp-like conditions at the top of the hill, we were ready to undertake the "Progression Zone" at the base of Spirit Mountain. It's designed to test and develop riders' skills, previewing jumps, terrain and features encountered while riding lift-access trails up top: beginner rollers/berms, wood ladder bridges/drops, and progressive jumps, all offered with a fun factor high enough to keep riders swinging by for more.

PROJECT DATA

- Designed/built green flow trail, blue & black freeride trails
- Created Progression Zone skill-building area
- Fabricated slopestyle ladder bridge/drops onsite
- Controlled drainage w/rock armoring & bridged crossings
- Innovated green bi-directional flow/xc climbing trail
- Laid rockwork trails & utilized natural rock outcroppings





COLER PRESERVE FLOW TRAIL – BENTONVILLE, AR

JUNE 2016

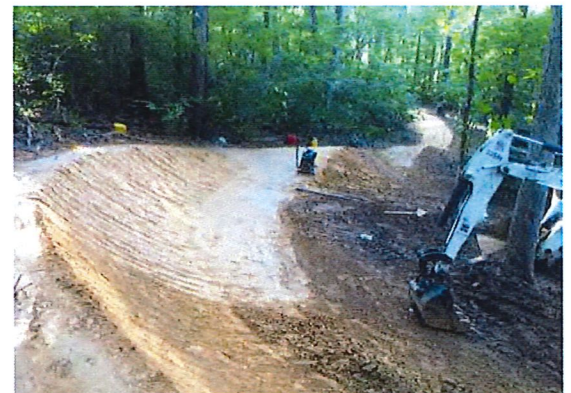
The mission for our 2016 callback to Arkansas? Build us more of that signature FlowRide trail! Now, already Bentonville boasts hundreds of miles of mountain bike trails of every description, but we'd focus on one of our favorite styles, a flowy blue jump trail. When the dust settled, the machine-built and clay-capped red dirt roller coaster we put in the ground was described by a fellow builder as "like riding a Hot Wheels track!"

Two challenges facing our two-phase build were that summer's cloudbursts and limited access for running material into the trail. But the biggest test? How to gain a feel for this trail when the prime contractor left two large drainage draws unbridged till near the end of our build. These gaps scuttled our normal process of building seamlessly, top to bottom. We had three separate sections of trail—and only our eyeballs and experience to predict crossing location and speed, ensure proper spacing and alignment, and achieve a consistent progression of velocity and air throughout.

Despite this blue being one of our toughest wooded trail builds to date, we fought through all odds to sculpt a friendly, flowy and fun trail that will be a riders' training ground on speed, turns and air for years to come. It may be as close as some local NW Arkansas bikers get to the feeling of riding our lift-access jump trails, but after learning the ropes riding "Fire Line," they'll be ready to load up on a chair lift and drop in anywhere!

PROJECT DATA

- Machine build, hand finish 1 mile downhill blue jump trail
- Craft natural features, rollers, jumps & berms
- Construct site-sensitive trail through old-growth forest
- Rock-armor features and drainages for sustainability
- Completed 2016





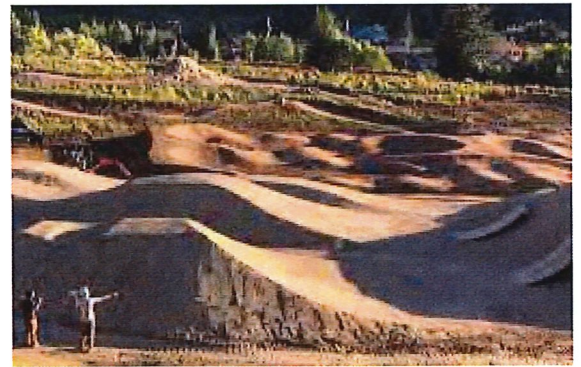
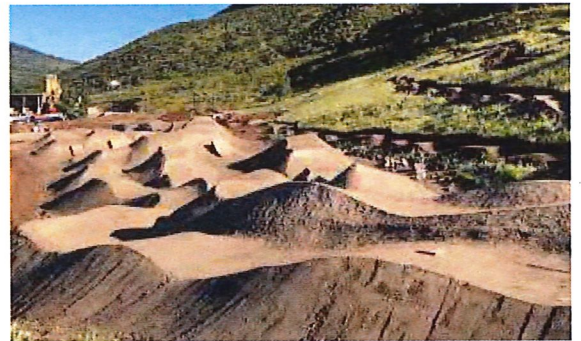
MINTURN BIKE PARK – MINTURN, CO

MAY-JULY 2020

FlowRide was contracted in 2018 to design, and later construct, this bike park destination in an under-utilized open space area just south of downtown Minturn. Working with Vail Valley Mountain Trails Alliance and the Town of Minturn, our goal was to create an exciting system of gravity-fed skills trails, jump lines, all-mountain flow trails, dual slalom track and a large pump track. FlowRide crews sculpted the trails and features, installed a number of prefabricated ramps and completed phase 2 of the park in July 2020. The result has been awesome and riders have come from all over the valley to experience this new riding venue. Phase 3 coming in spring 2021!

PROJECT DATA

- Master-planned and constructed 7-acre bike park
- Sculpted beginner-advanced pump track
- Constructed beginner-advanced drop zone
- Built green, blue & black dirt jump trails
- Created skill and flow trails for rider progression





BELLA VISTA TRAIL SYSTEM – BELLA VISTA, AR

MARCH-APRIL 2016

Northwest Arkansas is quickly becoming a riding destination to be reckoned with. In just a few years their bike path, trail and park offerings have expanded to form one of the most expansive systems of its kind in the country. Earlier in 2016, FlowRide signed on to participate in the construction of another large trail network, this one located in Bella Vista, AR. Coming into this project they told us to 'do our thing,' and we were happy to oblige.

Our piece of trail dropped into a section of land long-used as an illegal dump site, then cut down into steep ravines and draws, so we had our work cut out for us. Bobbing and weaving our way through the flat plain of thorny brush, we laid down a family-friendly, yet fun and flowy stretch of intermediate singletrack optimized for the descent, yet mellow and wide enough to accommodate hikers and riders climbing back up for more. Before we had it halfway built, our trail had become a favorite descent of curious local mtb's. We capped off our section with a signature gully crossing complete with 24" culvert and stout rock wall to link it up to another crew's (there were 5!) section.

We took the positive feedback to heart and continued to integrate our creative vision and flow into the remainder of 2.2 miles of climbs and descents that we sculpted through the forest at Bella Vista. In the end, the Arkansas crowd wound up with FlowRide's high quality, sustainably-finished trail that will challenge their seasoned riders and a progression zone that will build their neighborhood kids' mtb skills for years to come.

PROJECT DATA

- Machine-built, hand-finished 2.2 mile single track trail
- Crafted natural features, rollers, rock gardens and berms
- Constructed site-sensitive trail through open space
- Rock-armored features and drainages for sustainability
- Completed 2016





KEY PERSONNEL

Shea Ferrell - Founder/Designer/Operator

Shea Ferrell's passion for mountain biking merged with his career track 10 years ago during his tenure as a senior designer with a leading landscape architecture and land-planning firm, DHM Design in Denver, Colorado. There he advocated his vision for incorporating mountain bike parks and trails into resort master planning, and was named project lead for the plans/design phase of the six-acre Frisco Bike Park. After collaborating with DHM and the Town of Frisco to win a \$200,000 GoCO matching grant for its construction, he co-founded Flowline Trail Design and led his crew in building its green, blue, and black slopestyle trails, a dual slalom course, its pump track and beginner/intermediate/advanced lines at its elite dirt jump park. The success of this, one of Colorado's first full-scale municipal bike park, launched Flowline's, and now FlowRide Concepts' continuing collaboration with the International Mountain Bike Association as a preferred builder of the Trail Solutions division. Ferrell and his team have completed builds across the U.S. from Coldwater Mountain, AL to Spirit Mountain in Duluth, MN to Steamboat Springs, CO to Flagstaff, AZ—and recently, halfway around the world in Beijing, where Shea teamed to build the first mountain bike park in China. As the lead designer/consultant at FlowRide, he has assessed and designed mtb parks and trails throughout the U.S., including recently in St. George, UT, Colorado Springs, CO, Marin County, CA and Portland, OR. Ferrell brings a unique approach and skill set that follows through from design and construction into graphics, signage, branding and social media/marketing to move bike parks from initial vision into reality.

Professional Highlights

Co-Founder/President, FlowRide Concepts, 2014-Present

Co-Founder, Flowline Trail Design, 2010-2013

Senior Designer, DHM Design, Denver L.A./ Land Planning Firm 2005-2011

Recent Projects

Minturn Bike Park - Minturn, CO

Peak Expeditionary Bike Park - Wheat Ridge, CO

El Pomar Youth Bike Park - Colorado Springs, CO

Broomfield Bike Park - Broomfield, CO

St. George Bike Park Master Plan - St. George, UT

Beck Lake Bike Park - Cody, WY

Colorado Springs Bike Park Master Plan - Colorado Springs, CO

Cottage Grove Bike Park - St. Paul, MN

Coler Preserve Trails - Bentonville, AR

Whistle Punk Trail - Alsea Falls Recreation Area, OR

Stafford Lake Bike Park - Marin County, CA

Fort Tuthill Bike Park - Flagstaff, AZ

Langfang Bike Park - Guan, China

Bear River Bike Park - Steamboat Springs, CO

Spirit Mountain Bike Park - Duluth, MN

Coldwater Mountain Hare Trail - Anniston, AL

Frisco Bike Park - Frisco, CO

Education/Certifications

Board Member - PTBA (Professional Trailbuilders Association)

BoFA—Colorado State University, design major, 2003



KEY PERSONNEL

Casey Ferrell - Partner/Operator

Casey Ferrell's fixation with mountain biking began immediately upon arrival at Colorado State University. It persisted all along his track toward a BoFA degree at CSU in graphic design. His graphics skills developed in parallel with his pursuit of his "MTB degree" on the sales and service floors of area bike shops. Those wrenching and sales gigs financed his first full-on freeride bike, and, as they say, it was all downhill from there. With degree in hand, Casey had a single-track mind: furthering his post-grad studies in the realm of mtb trail design/build. After long touting the need for more gravity-fueled trails and skills parks, Casey signed on with build crews on a hand-built temporary bike park in Commerce City. He then labored with IMBA and COMBA volunteer crews constructing Golden Bike Park. One afternoon found him in the cockpit of a skidsteer, and he proved a natural at the controls. His design and spatial sense guide his operator's touch at shaping contours to safely launch and catch riders as well as to shed runoff and minimize future maintenance. Casey earned his stripes as a founding member of Flowline Trail Design by advocating for, designing and building Frisco Bike Park. His efforts on our builds from Coldwater Mountain, AL...to Spirit Mountain in Duluth, MN, Steamboat Springs, CO, and Marin County, CA marked him as a core player in elevating the sustainability and finish of FlowRide Concepts' trails to the top echelon of the design/build industry. Additional expertise: optimization of operations for efficiency, equipment maintenance, sustainable construction of ladder drops, wall rides & wood skills zone features, and accreditation with Professional Trail Builders Association.

Professional Highlights

Owner, FlowRide Concepts, 2014 - Present

Owner, Flowline Trail Design, 2010-2013

Full time laborer, builder - Frisco Bike Park - Frisco, CO 2010 - 2012

Recent Projects

Minturn Bike Park - Minturn, CO

Peak Expeditionary Bike Park - Wheat Ridge, CO

El Pomar Youth Bike Park - Colorado Springs, CO

Broomfield Bike Park - Broomfield, CO

Beck Lake Bike Park - Cody, WY

Colorado Springs Bike Park Master Plan - Colorado Springs, CO

Cottage Grove Bike Park - St. Paul, MN

Coler Preserve Trails - Bentonville, AR

Whistle Punk Trail - Alsea Falls Recreation Area, OR

Stafford Lake Bike Park - Marin County, CA

Fort Tuthill Bike Park - Flagstaff, AZ

Langfang Bike Park - Guan, China

Bear River Bike Park - Steamboat Springs, CO

Spirit Mountain Bike Park - Duluth, MN

Coldwater Mountain Hare Trail - Anniston, AL

Frisco Bike Park - Frisco, CO

Education

BoFA—Colorado State University, graphic design major, 2008

MEMBER IN GOOD STANDING

THIS CERTIFIES THAT

FlowRide Concepts

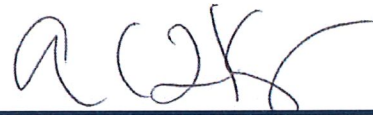
Has met all requirements to remain a current member in
good standing of the Professional Trailbuilders
Association for the year

2021

January 31, 2021

DATE

PTBA
Professional Trailbuilders Association



AARYN KAY
Executive Director



PROJECT REFERENCES

CHUTES DIRECTIONAL TRAIL/STRATTON OPEN SPACE TRAILS

David Deitemeyer - Senior L.A./Project Manager

City of Colorado Springs Parks, Recreation and Cultural Services

ph: (719) 385-6515

e: ddeitemeyer@springsgov.com

FLOYD HILL OPEN SPACE TRAILS

James Kovaly - Trails Coordinator

Clear Creek County

ph: (303) 845-0196

e: jkovaly@co.clear-creek.co.us

STANLEY SKILLS PARK

Todd Plummer - Owner's Rep.

Estes Park Cycling Coalition

ph: (303) 810-4258

e: tmplummer@aol.com

LOWER NPR TRAIL

Matt Barnard - Parks and Rec Project Manager

City of Steamboat Springs

ph: (970) 871-7043

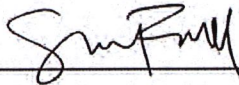
e: mbarnard@steamboatsprings.net

10.3.1 Bid Sheets

Contractor: FlowRide Concepts

Trail 3 - Rosa Gulch Trailhead to Summit (Bikes Climbing Only)					
Segment	Pay Item	Unit	Est Qty	Unit Price	Item Total
Misc	Mobilization & Demobilization	Lump Sum	1	\$ 7,500.00	\$7,500.00
	Refine Design & Install Field Control	Lump Sum	1	\$ 5,000.00	\$5,000.00
	Project Management & Meetings	Lump Sum	1	\$ 3,500.00	\$3,500.00
Segment L	Construct Trail Tread	Linear Foot	2,376	\$ 12.00	\$28,512.00
	Climbing Turns	Each	6	\$ 1,500.00	\$9,000.00
Segment M	Construct Trail Tread	Linear Foot	1,584	\$ 14.00	\$22,176.00
	Climbing Turns	Each	3	\$ 2,000.00	\$6,000.00
Segment N	Construct Trail Tread	Linear Foot	3,960	\$ 16.00	\$63,360.00
Segment O	Construct Trail Tread	Linear Foot	11,880	\$ 14.00	\$166,320.00
	Climbing Turns	Each	13	\$ 2,500	\$32,500.00
TOTAL	PRIMARY SCOPE				\$ 343,868
	Additional Scope				
					\$
					\$
TOTAL	ADDITIONAL SCOPE				\$

Signature: _____



Name of Principal / Authorized Representative: Shea Ferrell

Date: 7/29/21

Contractor: _____

Trail 7a - Peak 1 Hiking Only (North)					
Segment	Pay Item	Unit	Est Qty	Unit Price	Item Total
Misc	Mobilization & Demobilization	Lump Sum	1	\$ 500.00	\$ 500.00
	Refine Design & Install Field Control	Lump Sum	1	\$ 450.00	\$ 450.00
	Project Management & Meetings	Lump Sum	1	\$ 350.00	\$ 350.00
Segment S	Construct Trail Tread	Linear Foot	1594	\$ 18.00	\$ 28,692.00
TOTAL	PRIMARY SCOPE				\$ 29,992.00
	Additional Scope				
					\$
					\$
TOTAL	ADDITIONAL SCOPE				\$

Signature: Shea Ferrell

Name of Principal / Authorized Representative: Shea Ferrell

Date: 7/29/21



FLOWR-1

OP ID: EB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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 Arrow Insurance Mgt - Frisco P.O. Box 5000 Frisco, CO 80443 Erica Baum	970-668-3500	CONTACT NAME: Erica Baum PHONE (A/C, No, Ext): 970-668-3500 FAX (A/C, No): 970-668-3342 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pinnacol Assurance		41190
INSURER B: National Union Fire Insurance		
INSURER C: Penn-Star Insurance Company		
INSURER D: Hiscox Insurance Company, Inc		
INSURER E: Guard Insurance Companies		14702
INSURER F: Liberty Mutual Insurance		23043

INSURED FlowRide Concepts, LLC 2661 Newland Street Wheat Ridge, CO 80214	
--	--

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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	PAV0218764	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
E	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		FLAU148886	04/10/2020	04/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		EBU020434701	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
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	4192864	06/01/2020	06/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		ANE4466519.20	05/19/2020	05/19/2021	Prof Liab 2,000,000
F	Inland Marine		BMO58736452	04/10/2020	04/10/2021	Leased Eq 150,000

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

Certificate holder is listed as additional insured for ongoing operations per written agreement.

CERTIFICATE HOLDER

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



POINT OF CONTACT

Please direct any inquiries to:

Shea Ferrell - Partner/President
FlowRide Concepts, LLC

2661 Newland St.

Wheat Ridge, CO 80214

ph: (630) 667-6319

e: shea@flowrideconcepts.com

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: August 9, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in Virginia Canyon Mountain Park.

Updates:

- The Mayor and staff met on July 22 with representatives of the Colorado Department of Local Affairs.
- The Mayor and staff met on July 22 with representatives of the Block 57/Gold Digger Field project.
- The Mayor and staff met on July 22 with CDOT regarding the Transit Center project.
- The Mayor and staff met on July 23 with HDR regarding the Transit Center/Mobility Hub project.
- The Mayor and staff met on July 23 with JVA to review the plans for project 1 of the Public Works Facility project.
- The department heads and I met on July 27 with CIRSA, the City's insurance provider, regarding the annual property survey.
- Staff met on July 28 with Raftelis regarding the project to update water and sewer rates and the financial plan for the Water Enterprise.
- The Mayor, HDR and staff met on July 28 with representatives of CDOT and the Division of Transit and Rail regarding the Transit Center Project.
- The Mayor, John and I attended on July 30 an I-70 Westbound Mountain Express Lane Project Thank You Breakfast sponsored by CDOT at the Game Check Station.
- The Mayor and I attended on July 30 the Project Leadership Team meeting for the I-70 Floyd Hill Project.
- The Mayor, John and I met on August 2 with JVA regarding possible improvements to the 16th Avenue hill between Wall Street and Virginia Street.
- Jerad and I met on August 3 with developers regarding their proposed tourist-oriented project on the Silver Spruce property west of the ballfields.
- The Mayor, Jon and I attended on August 3 the bi-weekly meeting with Downtown Colorado Inc. regarding the Transit Center Project.
- Jerad, Jon and I met on August 3 with COMBA to review the proposals received for construction of trails at VCMP and to discuss next steps.

- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended bi-weekly Downtown Improvements Work Group meetings.
- Attended bi-weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- I will be on vacation August 5 through August 17.
- The HPRC will meet on Tuesday, August 17 at 5:15 p.m. to consider Hose House No. 2 Restoration Plans and the Library Landscape Plans.
- The KGOAT 26th Anniversary Party will be held on Saturday, August 28 from 1:00-7:00 p.m. at the United Center.
- Save the date: Friday, October 29 at Blackstone Rivers Ranch. Party to celebrate the service of Mayor Hillman, Mayor Pro Tem Boland, and City Clerk Breece to the City of Idaho Springs.



CLEAR CREEK RADIO

KYGT 'THE GOAT'

102.7 - 103.9 LPFM

July, 2021

This is a big year for KGOAT. On February 5th we celebrated the station's 26th anniversary. On August 28 we are throwing ourselves a party and you and your staff members are invited. We planned to have the party last year for our 25th anniversary but it was cancelled due to COVID concerns. Now we're trying again.

Our party venue will be the United Center at 1440 Colorado Blvd in Idaho Springs. A section of the street beside the Center will be closed to accommodate our plans.

Live music will be performed from 1pm until 7pm inside the United Center. Food and beverages will be provided outside and we'll have a sound speaker out there to ensure no one misses any of the music while they eat.

Please plan to join us on August 28. Stop by for a while or come and stay all afternoon. It's going to be a great party – one you won't want to miss.

We could never have come this far without the generous community support we have enjoyed over the past 26 years.

26 years of community radio in Clear Creek County. Who would have imagined it?

Phyllis Adams
President
Clear Creek Radio

303-567-4628

WWW.CLEARCREEKRADIO.COM

PO BOX 1419 IDAHO SPRINGS CO 80452-1419

Jurisdiction Building Performance Report

IDSP - Idaho Springs

Date Range: 07/01/2021 - 07/31/2021

		Residential				Commercial				One Stop		Fire	Land Use	Misc	Planning	Public Works	Subdivision	Zoning	Total
	Residential New	Residential Alteration	Residential Miscellaneous	Residential One Stop	Commercial New	Commercial Alteration	Commercial Miscellaneous	Commercial One Stop											
13pection Activity																			
Number of Inspections	0	4	0	0	16	7	0	2	4	0	0	0	0	0	0	0	0	0	33
Number Passed	0	3	0	0	13	6	0	1	2	0	0	0	0	0	0	0	0	0	25
Inspection Passed %	0.00 %	75.00 %	0.00 %	0.00 %	81.25 %	85.71 %	0.00 %	50.00 %	50.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	75.76 %
% Completed on Sched Date																			97.56 %
Permit Activity																			
Applications Filed	0	2	0	2	0	3	0	0	2	0	0	0	0	0	0	0	0	0	9
Applications - Applications	0.00	9,011.00	0.00	25,000.00	0.00	291,511.56	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353,522.56
Permits Issued	1	4	0	2	0	2	0	0	4	0	0	0	0	0	0	0	0	0	13
Permits - Issued	68,000.00	42,383.00	0.00	25,000.00	0.00	190,000.00	0.00	0.00	37,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	362,833.00
avg wk days submit to issue	12	6	0	2	0	20	0	0	7	0	0	0	0	0	0	0	0	0	8
Total fees billed	677.44	1,039.53	0.00	160.00	0.00	3,621.13	0.00	0.00	252.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,750.10
avg fees/permit (billed)	677.44	259.88	0.00	80.00	0.00	1,810.57	0.00	0.00	63.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	442.32
Total fees paid	1,866.80	1,935.16	0.00	575.00	0.00	6,823.04	0.00	0.00	615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,815.00
avg fees/permit (all fees)	1,866.80	483.79	0.00	287.50	0.00	3,411.52	0.00	0.00	153.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	908.85
folded Permits																			
Number of Voided permits	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2
Plan Reviews - Submittals																			
Initial Submittals Received	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	7
Resubmittals Received	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Total Submittals Received	1	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	9
Approved Submittals	1	4	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	8
avg Days in Review	2	5	0	0	0	8	0	0	14	0	0	0	0	0	0	0	0	0	29
Plan Reviews - Reviews																			
Total Plan Reviews Completed	1	5	0	0	0	3	0	0	2	0	0	0	0	0	0	0	0	0	11
Total Plan Reviews Created	1	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	9
Total Approved Plan Reviews	1	4	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	8

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: August 6, 2021
Subject: Staff Report

- ✓ Packet review/prep, minutes, special events, payroll, short term rentals
- ✓ Packet prep for candidates who wish to run for office. Packets are available August 3, @ 9:00 am

Request for action: Move to approve Andrew Marsh to be a signer on all accounts with Evergreen Nat'l Bank and City Wide Banks.



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: AUGUST 9 2021
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Pothole repair
Dirt road repairs
Sweep streets
Clean up mud and debris from recent heavy rain storms
Flush and clean little Bear vault and stream from heavy rains

COLLECTION & DISTRIBUTION

Water Meter reading and repairs.
Locates for contractors
Wastewater man hole cleaning and jetting

Repair water service line at 2016 Riverside Drive.

WATER & WASTEWATER

The one AGS basin is in operation. Had a few glitches the crew worked out, Now the system is in operation for the most part running and smoothly. The new AGS basin will be ran for a couple of weeks, then the second SBR basin will be taken out of service, cleaned and disassembled in preparation to install AGS equipment. Current AGS basin is operating very well, operating on auto with no issues so far. Soon Fisher construction will start the demo of the 2nd SBR tank.

Second SBR has been cleaned and emptied, demo has started on old system. Currently removing cement walkways and divider walls.

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

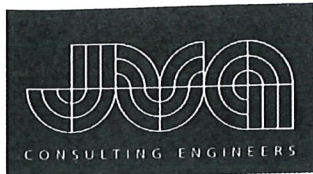
Re.: Request for Action

Motion to approve:

Move to approve 17,200.00 to JVA Engineering Inc. for civil engineering services related to 16th and Wall St. from line # 21-00-5103

This proposal provides engineering and construction documents for surfacing and replacement of City utilities on Wall Street. The construction documents will be prepared and ready for construction after the habitat for humanity has installed the necessary utilities for their housing units.

JOHN BORDONI



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

August 4, 2021

www.jvajva.com

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

Reference: City of Idaho Springs – 16th Avenue Improvements
Letter Agreement for Civil Engineering Services

Dear Andy:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the City of Idaho Springs (City). The estimated scope and fees are for the 16th Avenue Improvements project located north of Virginia Street. JVA has chosen to associate with Clear Creek Surveying for the topographical survey services required.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. An evaluation of potential improvement options for that portion of 16th Avenue north of Virginia Street extending to the northern intersection of the access drive referred to as Wall Street resulted in identifying that no viable option exists to reduce the slope of 16th Avenue in this area; however, a betterment could be achieved by adding concrete drainage pans or curb and gutter to each side of 16th Avenue and connecting them to the existing curb and gutter south of Virginia Street to transport storm runoff on 16th Avenue and alleviate street washouts. In addition, it is proposed to pave that portion of 16th Avenue north of Virginia Street within City ROW and replace City potable water and sanitary sewer lines within the proposed roadway improvement area.

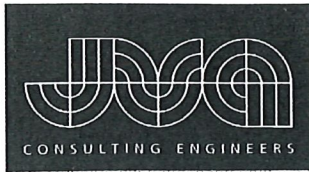
For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required outside this area, we have assumed that this will be negotiated separately. Based on this information and our understanding of the design efforts required for roadway improvement projects, the civil engineering services anticipated for this project include the following detailed tasks:

Task 1 – Topographical Survey

1. JVA will subcontract with a surveyor to obtain detailed topographical information, existing utilities and facilities, drainage features, driveways, and easements within the City's right-of-way (ROW) where improvements are proposed. The survey will rely on existing County GIS mapping and property pins to establish the roadway ROW lines (this is not a boundary survey, land survey plat, or right of way plat).

Task 2 – Construction Document Preparation

2. JVA will develop construction plans and technical specifications for that portion of 16th Avenue to be improved and as summarized above. The final design deliverable will include the following estimated drawings:



- a. Cover Sheet
 - b. Legend, Notes and Abbreviations
 - c. Erosion Control Plan
 - d. Erosion Control Details
 - e. Roadway Plan and Profile
 - f. Roadway Details
 - g. Roadway Cross Sections
 - h. Water and Sanitary Sewer Plan and Profile
 - i. Utility Details
3. JVA will attend a coordination and/or review meeting with the City to complete the construction document preparation process and prepare a final engineer's opinion of probable cost.

Task 3 – Bidding Assistance

4. JVA will provide clarification to the contract documents through issuance of any needed addenda. We will review alternates and substitutions proposed by bidders if the construction documents permit alternates and substitutions.
5. JVA will attend the pre-bid conference and prepare minutes of same. We will review the bids for conformance to the project requirements, prepare a bid tabulation, and provide a letter of recommendation for bid award.

Task 4 - Construction Contract Administration

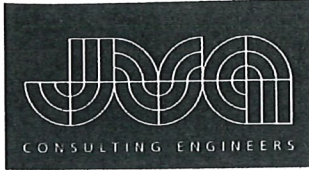
6. JVA will assist the City with contract award and execution of contract documents.
7. We will attend the pre-construction conference and prepare minutes of same.
8. JVA will provide review and approval of product submittals and shop drawings. We will respond to contractor Requests for Information (RFI's), issue any change orders and review contractor pay applications for approval by the City. We will attend regular site visits and associated construction progress meetings. Preparation of minutes for construction progress meetings is not included and is assumed to be the responsibility of the contractor.
9. JVA will prepare punch lists for substantial completion and final completion and assist the City with project closeout.

BASIS OF PAYMENT

JVA proposes to complete the proposed scope of work under JVA's current on-call services Agreement with the City.

The basis of payment for the scope of work described above for Tasks 1 and 2 will be monthly billings based on a percentage of Lump Sum completed to date plus standard reimbursable expenses of mileage, printing and express delivery.

The basis of payment for the scope of work described above for Tasks 3 and 4 will be on a Time and Materials (T&M) basis, with an estimated fee listed below, to allow for uncertainties in the scope of services that will be required and varying levels of effort required over the period of



construction. JVA will submit monthly invoices based on the time expended at the current hourly rate plus standard reimbursable expenses of mileage, printing and express delivery.

Basic Engineering Services

Task 1 – Topographic Survey and Surface Locating Utilities	\$ 4,200
Task 2 – Construction Document Preparation	<u>\$ 8,500</u>
TOTAL LUMP SUM FEE	\$ 12,700
Task 3 – Bidding Services	\$ 1,500
Task 4 – Construction Services	<u>\$ 3,000</u>
TOTAL ESTIMATED FEE	\$ 4,500

The estimated fees are based upon the above assumptions, project knowledge, and discussions to date. Services resulting from significant changes to the project scope may require additional fees.

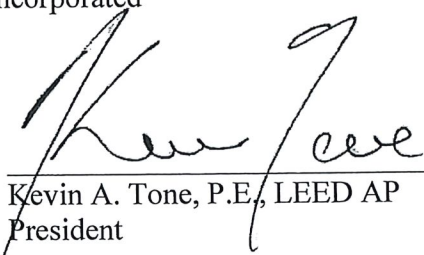
SCHEDULE

We can begin working on this project immediately and plan to meet required project deadlines.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with the City of Idaho Springs on this project and continuing to build upon our positive past relationships.

Sincerely,
JVA, Incorporated

By:



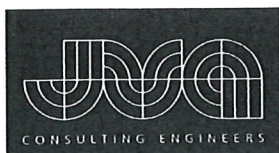
Kevin A. Tone, P.E., LEED AP
President

Attachments: 2021 Billing Rates

Accepted by:
CITY OF IDAHO SPRINGS

Title

Date



Civil Engineering 2021 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$172 – \$216
Senior Project Manager	\$160 – \$180
Project Manager	\$140 – \$156
Senior Project Engineer	\$128 – \$136
Project Engineer	\$120 – \$128
Design Engineer	\$112 – \$116
Senior Designer	\$128 – \$140
CAD Designer	\$120 – \$128
Administrative Support	\$100 – \$112

Auto travel shall be reimbursed at 56¢ per mile or at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

Re.: Request for Action

Motion to approve:

Move to approve 9,924.00 to Terracon Consultants, Inc. for materials testing and inspection services for project 1 of the public works building construction from line # 21-00-5103

This request is for third party materials testing such as concrete strength, correct rebar placement, proper installation of foundation piers and proper compaction of soil on the site. Attached is a detailed proposal for their services.

JOHN BORDONI



August 3, 2021

City of Idaho Springs CO
1711 Miner Street
Idaho Springs, Colorado 80452

Attn: Mr. Andrew Marsh, City Administrator

Re: Proposal for Materials Testing & Special Inspection Services
Idaho Springs Public Works Facility -Project 1
980 County Road 314
Idaho Springs, Colorado
Terracon Proposal No. P25201236

Dear Mr. Marsh;

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Idaho Springs Public Works Facility - Project 1. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 PROJECT INFORMATION

Our understanding of the required construction materials testing and special inspection services for this project is based upon information provided by your firm, our experience with other projects of this type, and the following information:

- Grading and Drainage Plan by JVA, dated July 2020;
- Civil Documents by JVA, dated 07/30/2021;
- 50% Architectural Documents by CannonDesign, dated June 2020;
- Structural Documents by JVA, dated 07/30/2021;
- Project Manual by JVA, dated 07/30/2021; and
- Geotechnical report by Terracon, dated 1/29/2020.

Pertinent project information is summarized below:

Item	Description
Location	980 County Road 314 in Idaho Springs, Colorado.
Project Description	We understand this phase of the project will consist of a new Salt Storage Structure supported on footings with Rammed Aggregate Piers, and a pre-engineered wood storage building supported on a monolithic slab on grade. Additionally, the project will include site work including underground utility installation, dumpster pad and 3-sided enclosure, and gravel paved area.

Terracon Consultants, Inc. 10625 W. I-70 Frontage Rd N, Ste 3 Wheat Ridge, Colorado 80033
P [303] 423-3300 F [303] 423-3353 www.terracon.com

Environmental



Facilities



Geotechnical



Materials

Item	Description
	We understand that the Public Works Building, the retaining wall and site concrete around the building will be done at a later date as Project 2 and is not included as part of this proposal.
Geotechnical Investigation	The geotechnical report was prepared by Terracon, dated 1/29/2020 (Project No. 25195303).
Off-site improvements	Off-site improvements are not anticipated in this scope of work.
Revision	This proposal was revised to reflect the updated drawings.

2.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Overexcavation & Backfill Observation	During over-excavation operations, observations of the excavated material stockpiles and the condition of soils found at the bottom of the excavations will be performed. We will observe moisture conditioning and backfill operations, and perform moisture/density tests on the backfill materials.
Earthwork	Terracon will obtain samples for laboratory tests, perform in-place field density testing and perform periodic or full-time observations for underground utility trench backfill, foundation backfill, slab subgrade, and subgrade preparation.
Foundation Excavation Observation	Footing excavation observations will be performed to observe soil conditions at the base of the excavations.
Rammed Aggregate Pier Observation	A Terracon representative will be provided, on an as-scheduled basis, to perform rammed aggregate pier installation observations. The Terracon representative will perform the following functions: ■ Observe the drilling of the piers in regard to conformance with the specifications. ■ Document installation techniques (e.g. ground water). ■ Notify the contractor's representative of anomalies or deviation from the specifications. Provide a field copy of the daily log to the contractor's representative at the end of each day's drilling and prepare a final detailed report of the pier drilling following the completion of the pier installation.

Item	Description
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon for the concrete used for footings, foundation wall, slab-on-grade construction, and other elements. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications. ■ Cast 1 set of 6 (4-inch by 8-inch) cylinders for each 50 cubic yards or fraction thereof
Post-Installed Anchors	Terracon will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including observations of materials, hole depth and diameter, cleaning, epoxy preparation, and embedment depth in accordance with contract drawings and the manufacturer's specifications.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Scope Assumptions/Exclusions:

- We understand that representatives of JVA will be performing the reinforcing steel observations; therefore, we have excluded that from our scope and will not include reinforcing steel in our final special inspection letter.
- We understand that the salt storage building will be supported on rammed aggregate piers. The Geotechnical report does not currently have an option for rammed aggregate piers, but there have been conversations between JVA and Terracon on the use of rammed aggregate piers.
- Project 1 does not include the Public Works Building, retaining wall or site work around the building.

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a written draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 3:00 pm on the business day preceding the work.
- For structural steel testing and observations, we request 72 hours' notice.
- Scheduling is performed through our dispatcher by calling (303) 572-7000; or emailing denver-scheduling@terracon.com.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

COVID-19 Safety Measures: Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Our Client agrees they will respond quickly to all requests for information made by us related to our pre-task planning and risk assessment processes. Our Client acknowledges their responsibility for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

3.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is \$9,924.00. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Project Management will be billed a minimum of 1 hour of Project Management time (\$125 per hour) per invoice. Additional Project Management / Project Engineering (\$125 per hour) time may be billed for additional out of scope

services or consulting. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you, and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours in excess of 8 hours per day and all hours worked on Saturdays & Sundays, Night hours (between 9:00 PM and 5:00 AM) Terracon recognized Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day). Overtime rates will be 1.5 times the hourly rate quoted. All charges are portal to portal. Minimum of 3 hours will be charged for each site visit with the exception of sample pick-ups.

4.0 ASSUMPTIONS

- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- An out of scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice;
- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.

5.0 AUTHORIZATION

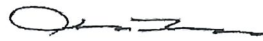
This proposal may be accepted by fully executing and returning the attached Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,
TERRACON CONSULTANTS, INC.



F. Stewart Ward, P.E.
Senior Project Engineer



Travis P. Iverson, P.E.
Project Engineer

Copies to: Addressee (via e-mail)

Enclosures: Fee Estimate
Agreement for Services

FEE ESTIMATE

Construction Materials Services
Idaho Springs Public Works Facility - Project 1
Terracon Proposal No. P25201236

Service	Rate	Quantity	Units	Trips/Events	Total Quantity	Cost
Earthwork / Field Density Testing						
Special Inspector (overexcavation)	\$65.00	4	hours/trip	2	8	\$520.00
Engineering Technician (utility trench b/f)	\$55.00	3	hours/trip	10	30	\$1,650.00
Engineering Technician (subgrade)	\$55.00	3	hours/trip	2	6	\$330.00
Engineering Technician (foundation b/f)	\$55.00	3	hours/trip	1	3	\$165.00
Standard Proctor Test	\$180.00	1	each		1	\$180.00
Sieve Analysis	\$60.00	1	each		1	\$60.00
Atterberg Limits	\$60.00	1	each		1	\$60.00
Vehicle Charge	\$35.00	15	round trip		15	\$525.00
Report Fee	\$40.00	16	each		16	\$640.00
					Subtotal	\$4,130.00

[illegible]

Special Inspector	\$65.00	8	hours/trip	2	16	\$1,040.00
Special Inspector - Overtime	\$97.50	2	hours/trip	2	4	\$390.00
Vehicle Charge	\$35.00	3	round trip		3	\$105.00
Report Fee	\$40.00	2	each		2	\$80.00
Project Manager - Preconstruction Meeting	\$125.00	3	hours		3	\$375.00
					Subtotal	\$1,990.00

Post-Installed Anchors

Special Inspector	\$65.00	4	hours/trip	2	8	\$520.00
Vehicle Charge	\$35.00	2	round trip		2	\$70.00
Report Fee	\$40.00	2	each		2	\$80.00
Subtotal						\$670.00

Concrete Testing

Engineering Technician	\$55.00	3	hours/trip	4	12	\$660.00
Engineering Technician - cylinder pick-ups	\$55.00	2	hours/trip	4	8	\$440.00
Concrete Cylinders - (building)	\$16.00	6	cylinders/set	3	18	\$288.00
Concrete Cylinders - (site work/paving)	\$16.00	6	cylinders/set	1	6	\$96.00
Vehicle Charge	\$35.00	8	round trip		8	\$280.00
Report Fee	\$40.00	4	each		4	\$160.00
					Subtotal	\$1,924.00

Project Management / Engineering

Project Manager	\$125.00	7	hours		7	\$875.00
Letter of Compliance	\$300.00	1	each		1	\$300.00
Vehicle Charge (pre-con meetings/site visits)	\$35.00	1	round trip		1	\$35.00
Subtotal						\$1,210.00

TOTAL	\$ 9,924.00
--------------	--------------------

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Idaho Springs CO ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Idaho Springs Public Works Facility Project 1 project ("Project"), as described in Consultant's Proposal dated 08/03/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **8/3/2021**

Name/Title: **F. Stewart Ward, P.E. / Senior Project Engineer**

Address: **10625 W 170 Frontage Rd N Ste 3
Wheat Ridge, CO 80033-1729**

Phone: **(303) 423-3300** Fax: **(303) 423-3353**

Email: **Stewart.Ward@terracon.com**

Client: **City of Idaho Springs CO**

By: _____ Date: _____

Name/Title: **Andrew Marsh /**

Address: **1711 Miner Street PO Box 907
Idaho Springs, CO 80452**

Phone: **(303) 567-4421** Fax: _____

Email: **admin@idahospringsco.com**

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

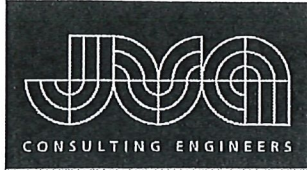
Re.: Request for Action

Motion to approve:

Move to approve 115,000.00 to JVA Engineering Inc. for engineering services and project coordination for the Idaho Springs Transit Center from line # 21-00-5103

This proposal includes several different firms to include JVA for civil engineering and project coordination, Walker Parking Consultants, Koch Architects, Ground Engineering and Wolpert Inc. (surveying)

JOHN BORDONI



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
Info@jvajva.com

August 6, 2021

www.jvajva.com

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

Reference: City of Idaho Springs – Transit Center
Letter Agreement for Preliminary/Conceptual Design Services

Dear Andy:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide engineering and architectural services to the City of Idaho Springs (CLIENT/City). The estimated scope and fees are for the proposed transit center to be located on ALTA Blocks 29 and 31 in the City of Idaho Springs. The general location of the project is south of Idaho Street, west of 15th Avenue, North of Water Street and extending to the west ROW line of 14th Avenue (see Figure 1). The structure is anticipated to be three level with internal ramping providing a total of approximately 265 parking spaces.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided including an ALTA survey of the eastern portion of the site performed in 2016, conceptual plans prepared by JVA in 2016, conceptual plans prepared by Walker Parking Consultants in 2018 and 2021, and a geotechnical study and report for the eastern portion of the site prepared by Ground Engineering in 2016. The City has indicated that they desire to move forward with developing preliminary/conceptual plans for the proposed parking structure and appurtenant work. The JVA Team for preliminary design services consists of: JVA, Inc. (Civil Engineering and Project Coordination), Walker Parking Consultants, (Parking Consultant), Koch Covotsos Architects (Architectural), Ground Engineering Consultants (Geotechnical Engineering), and Woolpert, Inc. (Surveying).

For purposes of this proposal, we have included Basic Services for the development of the above described site and adjacent local roadway system alone. If additional roadway and utility infrastructure is required outside this area, or if the City chooses to move forward with developing an extension of the proposed parking structure to the west or east, or developing a parking structure on another site, we will negotiate additional service fees separately. Based on this information and our understanding of the design efforts required for transit center projects, the preliminary design services anticipated for this project include the following detailed tasks:

Programming and Preliminary/Concept Design

1. A project kick-off meeting will be held with the City and design team members to establish lines of communication, verify project needs, and gather information necessary to confirm the initial project schedule.

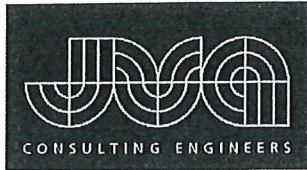
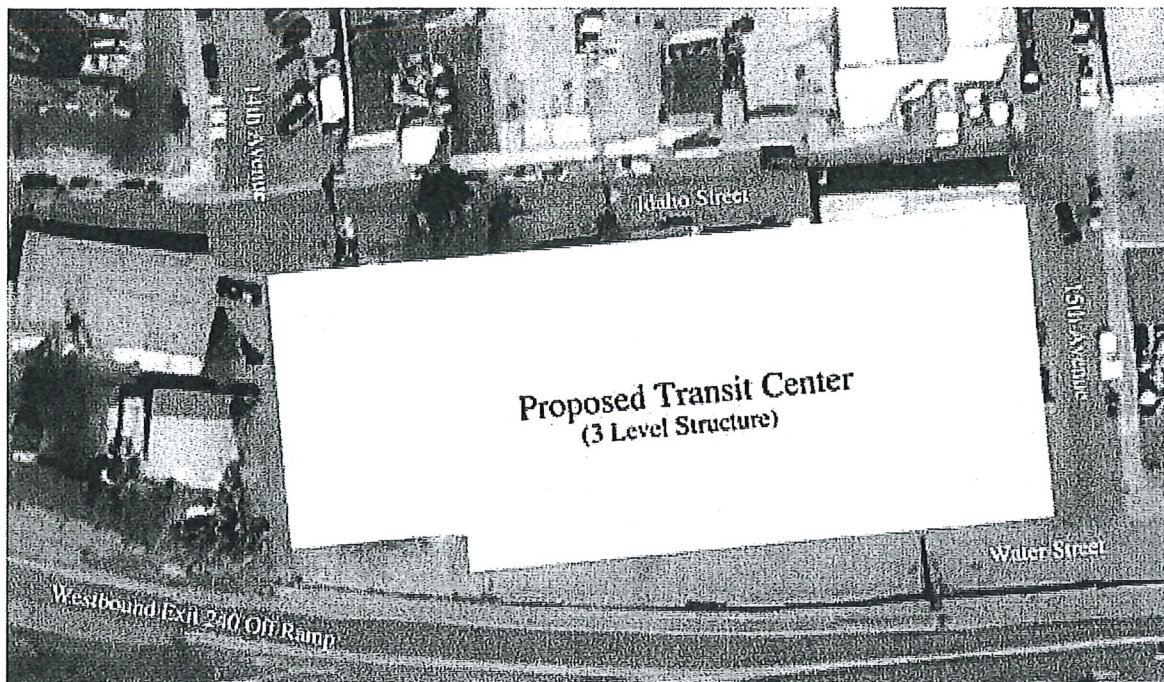
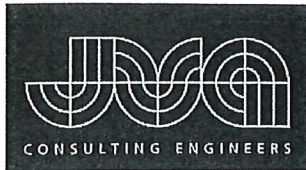


Figure 1 - Project Location





2. The JVA Team will meet with stakeholders from the City of Idaho Springs to discuss the project goals, gather data, and review the number of spaces, site constraints, access concerns, and other programming issues related to the parking supply on the property.
3. The JVA team will assess the existing site conditions in the field and review the topographic survey and geotechnical information available. A site visit will be conducted to gather contextual information necessary for the design work and determine locations of existing transit stops and the downtown core of businesses. We will review prior and present master plans and any existing reports/studies pertinent to parking at the site including current policies and bus routes, etc. Using existing site plans available in electronic format we will evaluate, at a conceptual level, potential parking layouts, traffic circulation, ramping systems, vehicular entry/exit configurations, and pedestrian portals for the new structure options. Although conceptual in nature, these plans will be based on sound parking design principles to provide efficient, user-friendly parking for the project. We will investigate zoning and/or municipal codes for parking geometric requirements, setbacks, height limitations and other criteria impacting parking structure design. The conceptual drawings for parking structure options will be refined as agreed to by the City. We will provide the building footprint, number of levels, and overall anticipated parking count. The number of spaces to be provided will be confirmed, and other program requirements of the project including stall size, user groups (guests, employees, residents etc.), parking controls, security requirements, ceiling heights, pedestrian towers, etc. will be determined. Conceptual documents will be submitted for review and analysis, and review comments will be incorporated. Two (2) meetings with the City of Idaho Springs, CDOT and other stakeholders to review the updated parking options are anticipated.
4. The JVA team will perform a design survey and existing right-of-way survey. Necessary permits to survey within the right-of-way of I-70 will be acquired from CDOT. It is assumed that there is no need to enter private property. For the purposes of this proposal, it is assumed that all survey work will be within the right-of-way only. All survey work will be based on the existing CDOT I-70 horizontal and vertical control network. Up to six (6) new primary control points will be established within the project area. A project control spreadsheet will be prepared. Closed differential level loops will be run through any new primary control points and all mobile mapping LiDAR control points. A combination of mobile mapping LiDAR and conventional field surveying of the overall project area will be the most efficient and cost-effective method to acquire the desired design quality base mapping. Project mapping limits are shown in Figure 2 below. Roadways, associated curb and gutter, sidewalks, terrain, signage, overhead utility lines, etc. will be mapped utilizing mobile mapping LiDAR. Marked underground utilities and storm and sanitary sewer inverts (pipe sizes/types) will be acquired by conventional surveying methods. Mapping limits will be ROW to ROW, or to the back of walk or the close building face if prudent, based on where the ROW line is in regard to the existing features. Existing right-of-way modelling will be in AutoCAD Civil3D only. There will be no sheets or right-of-way plans. The existing right-of-way of I-70 and the City blocks within project area will be established. A utility locating firm will be utilized to designate the underground utilities (Level B). There will be no utility potholing completed under this proposal (Level A). No right of way plans or legal descriptions will be completed under this proposal. The setting of any ROW monuments will not be completed under this proposal. Any requested supplemental surveying items will be completed under a separate add service proposal. Field surveys, data processing and base mapping preparation will be conducted under the

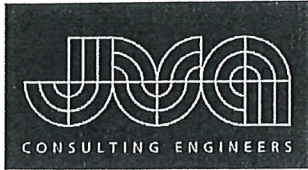
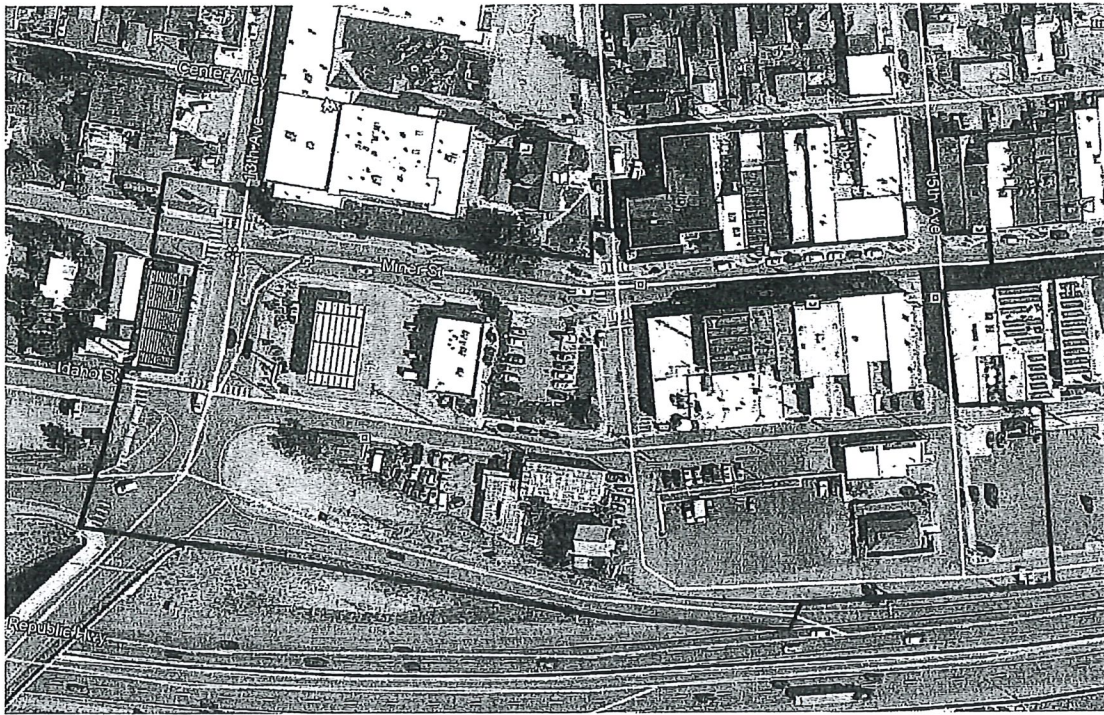
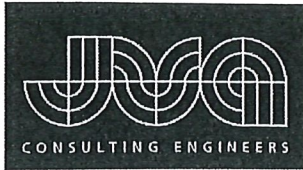


Figure 2 - Mapping Limits



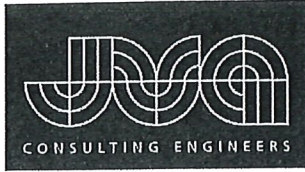


supervision of a Colorado licensed professional surveyor.

5. A geotechnical study will be performed on the proposed transit center site. Four (4) test holes will be drilled with a conventional, truck-mounted drilling rig at locations determined by the Geotechnical Engineer within the approximate building footprint to evaluate the subsurface conditions and to obtain samples for laboratory testing. The test holes will be advanced to depths of about 25 to 40 feet, although final depths of the test holes will be determined in the field as exploration progresses and as the subsurface profile becomes evident. A laboratory testing program will be conducted to evaluate relevant engineering characteristics of the earth materials at the site. The results of the field and laboratory studies will be analyzed to develop geotechnical conclusions and design parameters for foundation and floor systems, remedial earthwork, excavation conditions, lateral loads, drainage, and utility lateral installation. A written report will be prepared summarizing the geotechnical findings and presenting conclusions and geotechnical parameters for design. Field services, data analysis and geotechnical report preparation will be conducted under the supervision of a Colorado licensed professional engineer.

Neither JVA nor its employees shall have any liability of any kind to Client, and/or its contractors, lenders, agents, representatives, successors and assigns (“Client-affiliated entities”), for damages, delays, losses, costs, fees, judgements, awards, or expenses, of any kind and extent, arising from the acts and omissions of the geotechnical engineering consultant (“Damages”).

6. The JVA team will advance the concept design to vet out the proposed massing and architectural features of the proposed structure. Particular focus will be placed on the relationship of the proposed three-story structure with the adjacent historic buildings in both form and material. The goal is to produce imagery and drawings which can be reviewed by the project stakeholders, while advancing the design of the project. The project Architect will review the proposed structure footprint and preliminary design (dated 5-5-21) for code or other design issues which may be important, suggest changes to massing or program that could impact the shape of the stair and elevator towers. Review the feasibility of maintaining all or parts of the existing Roberts building on the site from an architectural point of view and make a recommendation to the City. Prepare idea boards based on photos of the surrounding architecture, relevant precedents, and ideas from the City and stakeholders. Build a 3D model of the surrounding building and topography to scale to facilitate the design review of the proposed structure. The level of detail for the site model will be focused on the specific existing buildings directly across the street from the project site. Buildings further away may be massed at a building block level only as needed. In general, the level of rendering will be realistic using in-house software and resources. Photo-realistic, high resolution or sub-contracted rendering through a third party will not be completed under this proposal. High resolution photo realistic renderings can be added as a separate fee per image if desired. We will prepare 2-3 design concepts for the building architecture with proposed materials and colors and present these options to the City and stakeholder group. Deliverables from this work will include a 3D model of the project site in Revit approximately 100’ around the perimeter of the site, a 3D model of two proposed concepts, (2) rendered elevations of each concept, and (2) signature photosimulation views of the preferred option with rendered elevation views and photo simulation renderings.



7. The JVA Team will develop conceptual level plans for project appurtenant work including utilities, storm drainage, site civil and local street improvements. The scope of these project elements will be defined, and opinions of probable cost developed for use in project programming.

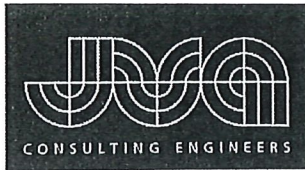
BASIS OF PAYMENT

JVA proposes to complete the proposed scope of work under JVA's current on-call services Agreement with the City. The basis of payment for the scope of work described above will be monthly billings based on the percentage of the lump sum completed to date, which includes standard reimbursable expenses of mileage, printing and express delivery.

Basic Preliminary Design Services

Tasks 1, 2, 3 and 7 – Programming and Concept Design	\$ 21,000
Task 4 – Surveying	\$ 68,400
Task 5 – Geotechnical Study	\$ 9,100
Task 6 – Preliminary Renderings	<u>\$ 16,500</u>

TOTAL LUMP SUM FEE	\$115,000
--------------------	-----------



SCHEDULE

We can begin working with your team immediately and plan to meet required project deadlines as established in the IGA between the City and CDOT. The anticipated timeframe for project tasks is:

- Task 4 – Surveying – 8 weeks from Notice to Proceed with Task
- Task 5 – Geotechnical Study – 7 weeks from Notice to Proceed with Task
- Task 6 – Preliminary Renderings – 6 Weeks from Notice to Proceed with Task
- Tasks 1, 2, 3 and 7 – Programing and Concept Design – 4 weeks from Completion of Survey

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with the City of Idaho springs on this important project for the City and continuing to build upon our positive past relationship.

Sincerely,
JVA, Incorporated

By: Tracy M. Lawless
Tracy M. Lawless, P.E., S.E.
Senior Project Manager

Accepted by:
CITY OF IDAHO SPRINGS

Title

Date

Attachments: Subconsultant Proposals



10375 Park Meadows Drive, Suite 425
Lone Tree, CO 80124

303.694.6622
walkerconsultants.com

August 4, 2021

Tracy M. Lawless, PE, SE
Senior Project Manager
JVA Incorporated
1319 Spruce Street
Boulder, CO 80302
Phone: 720.975.1461
Email: tlawless@jvajva.com

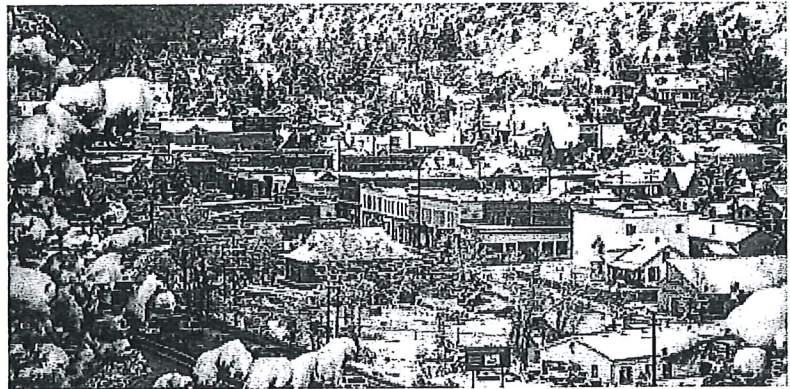
Re: *Proposal for Parking Structure Programming Concept Refinement
Idaho Springs, Colorado*

Dear Mr. Lawless:

Thank you for inviting WALKER to participate in the recent meeting with the City of Idaho Springs. Based on conversations between JVA and the City of Idaho Springs providing is the following proposal for parking consulting services. We are confident our 50 years of parking design and consulting experience will prove valuable to your project.

PROJECT UNDERSTANDING

Downtown Idaho Springs is a historic shopping and entertainment district that includes a mix of locally-owned shops, restaurants, bars, breweries, and recreation venues. The downtown thrives on tourist traffic arriving via I-70, including visitors on their way to/from activities such as hiking, biking, winter sports, white water rafting, tours, and/or sightseeing in the Rockies.



Summer and winter are the traditional peak seasons, though locals have also noticed an uptick in downtown activity during the shoulder seasons as well.

As a tourist destination, publically available parking within the downtown core is critical to the success of many businesses and to attract (and retain) sales tax revenues. The City currently manages roughly 390 parking spaces located on-street and in several public lots. However, lack of convenient and readily visible parking at peak times is still cited as a major concern of downtown business owners and visitors.

In 2015, the City hired a team from the UC Denver / Community College of Denver, University Technical Assistance (UTA) program to complete a parking study for the downtown. The study identified a shortage of downtown parking spaces (per code requirements) and recommended a target of several hundred new spaces be added in a possible new downtown parking



garage. (Signage and wayfinding improvements were also suggested per an earlier study completed by Downtown Colorado Inc.)

In response to the need, the City has purchased and cleared several adjacent properties located south of Idaho Street and east of 14th; the partial block is now being used as temporary overflow parking lot. This site and the adjacent properties west of 14th Avenue to 13th Avenue are being considered for a garage as a long-term solution. However, other preexisting conditions such as site geometrics, existing lease commitments and possible future CDOT development of a transit slip lane require careful consideration for establishing structured parking.

Because of the trade-offs for any alternative, the City is interesting in further advancing the current preferred alternative of a two bay single thread structure consisting of grade plus two supported levels to best provide a solution for the downtown parking demand. The City has requested a proposal from JVA under their existing on-call agreement to further refine this option to arrive at an efficient footprint and best fit for the downtown character. Based on our understanding of the project, Walker proposes the following scope of work:

SCOPE OF SERVICES

1. Meet with representatives from JVA and stakeholders from the City of Idaho Springs to discuss the project goals, gather data, and review the number of spaces, site constraints, access concerns, and other programming issues related to the parking supply on the property. We assume there will be site plans made available to us that show property lines and survey information in CADD format prior to refining the current preferred alternative.
2. Using site plans to be furnished to us in electronic format (ACAD dwg. Or Revit), we will evaluate, at a conceptual level, potential parking layouts, traffic circulation, ramping systems, vehicular entry/exit configurations, and pedestrian portals for the new garage options. Although conceptual in nature, these plans will be based on sound parking design principles to provide efficient, user-friendly parking for the project.
3. Investigate zoning and/or municipal codes for parking geometric requirements, setbacks, height limitations and other criteria impacting parking structure design.
4. Refine the conceptual drawings for parking garage options as agreed to by the client and Walker. We will provide footprint, number of levels, and overall anticipated parking count. Confirm the number of spaces to be provided and other program requirements of the project including stall size, user groups (guests, employees, residents etc.), parking controls, security requirements, ceiling heights, pedestrian towers, etc.
5. Submit conceptual documents for review and analysis. Incorporate review comments and issue updated documents.
6. Meet with the City of Idaho Springs and other stakeholders to review the updated parking options. A total of two (4) meetings are included in our initial budget which consist of a kick-off meeting and a meeting with CDOT, JVA, and City of Idaho springs representatives.

OPTIONAL SERVICES

Upon completion of the conceptual options, Walker would be happy to provide a scope and fee for design phase services. We are able to provide full functional, structural and project management services and will assemble the remainder of the design sub consultants to work under us needed to execute the design.



WALKER
CONSULTANTS

Mr. Tracy Lawless
Proposal for Programming Concept Refinement
August 4, 2021
Page 3

FEES AND EXPENSES

Walker proposes to provide the services as described above on a lump sum fee basis of **Nine Thousand Nine Hundred and Seventy-five Dollars (\$9,975.00)**, including expenses (phone, reprographics, travel etc.) Additional in person meetings beyond those identified in the scope of work will be billed on a time and material basis.

Thank you for the opportunity to discuss this exciting project with you and to provide this proposal. We look forward to working with you!

SCHEDULE

We are able to begin work on this project within one week of your written authorization and notice to proceed. Following our initial meeting and receipt of background survey information, we estimate approximately two to three weeks to complete this assignment, depending on the amount of revisions to the current concept explored.

Please call if we can clarify any of the above for you. Thank you for your consideration of Walker Parking Consultants. We look forward to partnering with you.

Sincerely,

WALKER PARKING CONSULTANTS

Kirk Taylor, P.E.
Principal, Director of Design

Enclosures: General Conditions of Agreement for Consulting Services

Sent via email

AUTHORIZATION

Trusting the above meets with your approval, please sign and return one copy of this proposal to serve as our written authorization and notice to proceed.

JVA INCORPORATED

Accepted by: _____

Title: _____ Date: _____

M:\PROPOSAL\CMPLTPRO\Consulting\Conceptual\Idaho_Spgs_PS\2021 Idaho Springs\20210804_Idaho Springs
PS_Programming.doc



SERVICES

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

~~Prior to commencement of services the CLIENT agrees to make an Initial Payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.~~ Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



August 3, 2021

City of Idaho Springs – Transit Center

Scope of Services:

Design Surveys and Existing Right of Way

- **Coordination and Meetings:** Woolpert will attend a pre-survey conference with the appropriate staff personnel from JVA and Idaho Springs. Woolpert will attend one (1) coordination meeting with the appropriate staff personnel from JVA.
- **Street Permits/Traffic Control:** Woolpert will acquire a survey permit from CDOT to survey within the right of way of I-70.
- **Permission to Enter Property:** It is assumed that there is no need to enter private property. For the purposes of this proposal it is assumed that all work will be within the right of way only.
- **Survey Control:**
 - a. All work will be based on the existing CDOT I-70 horizontal and vertical control network establish by Geoff Stephenson.
 - b. Up to six (6) new primary control points will be established within the project area. A new project control spreadsheet will be completed.
 - c. Closed differential level loops will be run through any new primary control points and all mobile mapping LiDAR control points.
- **TMOSS Design Surveys:** a combination of mobile mapping LiDAR and conventional field surveying of the overall project area will be the most efficient and cost-effective method to acquire the desired design quality base mapping. Project mapping limits are shown in the graphics below.
 - a. Roadways, associated curb and gutter, sidewalks, terrain, signage, overhead utility lines, etc. will be mapped utilizing mobile mapping LiDAR.
 - b. Marked underground utilities and storm and sanitary sewer inverts (pipe sizes/types) will be acquired by conventional surveying methods.
 - c. Mapping limits will be ROW to ROW. It will be to the back of walk or the close building face if prudent based on where the ROW line is in regards to the existing features.
- **Existing Right of Way Modelling:** this will be an existing right of way model in AutoCAD Civil3D only. There will be no sheets or right of way plans.
 - a. The existing right of way of I-70 and the City blocks within project area will be established.

Woolpert, Inc.
720 South Colorado Blvd., Suite 1200-S
Glendale, CO 80246
303.925.1400

August 3, 2021

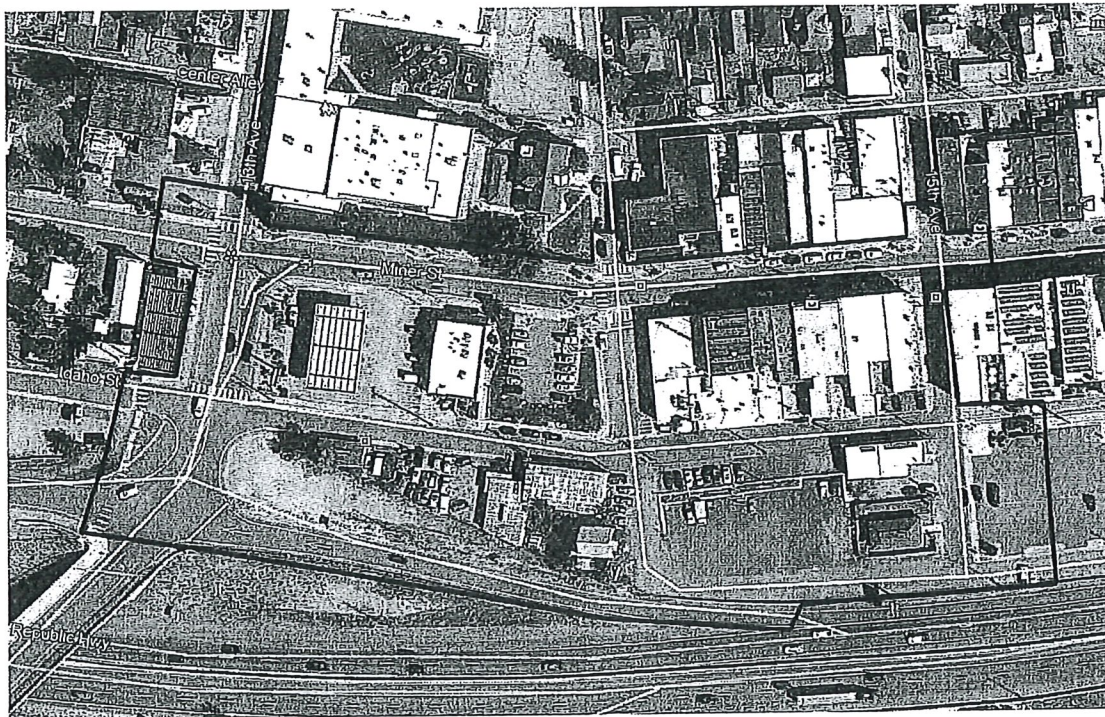
Page 2

Assumptions and/or Optional Surveying Services

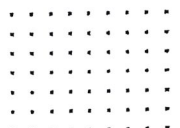
The following are assumptions and/or optional surveying services not included in the above scope and task order fee:

- All work will be completed utilizing AutoCAD Civil3D and Woolpert's layering convention.
- Diversified underground will designate the underground utilities (Level B). There will be no utility potholing completed under this scope of work/task order (Level A).
- No right of way plans or legal descriptions will be completed under this scope of work/task order.
- The setting of any ROW monuments will not be completed under this task order.
- Any requested supplemental surveying/additional items will be completed under a separate task order.

Transit Center Mapping Limits



Woolpert, Inc.
720 South Colorado Blvd., Suite 1200-S
Glendale, CO 80246
303.925.1400





Idaho Springs Transit Center / JVA Consulting Engineers
Design Survey and ROW Modelling
8/3/2021

ROW

Labor Category	Hours	Rate	Amount
Discipline Leader	0	\$210.00	\$ -
Project Manager	12	\$185.00	\$ 2,220.00
Project Surveyor	40	\$145.00	\$ 5,800.00
Survey Technician	10	\$125.00	\$ 1,250.00
CADD Technician	32	\$95.00	\$ 3,040.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	20	\$180.00	\$ 3,600.00
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 15,910.00

Control and Utilities

Labor Category	Hours	Rate	Amount
Discipline Leader	0	\$210.00	\$ -
Project Manager	8	\$185.00	\$ 1,480.00
Project Surveyor	4	\$145.00	\$ 580.00
Survey Technician	8	\$125.00	\$ 1,000.00
CADD Technician	32	\$95.00	\$ 3,040.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	80	\$180.00	\$ 14,400.00
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 20,500.00

Mobile Mapping LIDAR Design Survey

Labor Category	Hours	Rate	Amount
Discipline Leader	3	\$210.00	\$ 630.00
Project Manager	8	\$185.00	\$ 1,480.00
Project Surveyor	10	\$145.00	\$ 1,450.00
Geospatial Specialist	85	\$115.00	\$ 9,775.00
CADD Technician	80	\$95.00	\$ 7,600.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	0	\$180.00	\$ -
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 20,935.00

Expenses	Units	Rate	Amount
Equipment charges (Hourly Rate per employee)	200	\$7.00	\$ 1,400.00
Vehicle charges (Day Rate)	10	\$85.00	\$ 850.00
Target Materials	1	\$50.00	\$ 50.00
Deeds and Plats from County	1	\$50.00	\$ 50.00
Diversified Underground-Utility Locates	1	\$2,370.00	\$ 2,370.00
Sub-Total			\$ 2,350.00

Specialized Equipment	Units	Rate	Amount
Laser Scanning System (per/hr)		\$85.00	\$ -
Mobile Laser Scanning System (per/Day)	1	\$2,500.00	\$ 2,500.00
Ground Penetrating Radar (GPR) (per/Day)		\$48.00	\$ -
Sub-Total			\$ 2,500.00

Total \$ 62,195.00

GROUND

ENGINEERING

August 4, 2021

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **Parking Garage – West Structure**, Idaho Springs, Colorado Rev2

Proposal No. 2108-1536

Tracy Lawless
JVA, Incorporated
1319 Spruce Street, #100
Boulder, Colorado 80302

Dear Mr. Lawless:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit this scope for a geotechnical evaluation in support of design of the proposed enlargement of a parking structure planned for central Idaho Springs. GROUND previously prepared a report¹ for the proposed parking garage to be constructed east of 14th Avenue and south of Idaho Street in Idaho Springs. The report was prepared for a multi-story parking garage structure approximately 20,000 square feet in footprint area. Based on recent correspondence with JVA, Incorporated, we understand that present plans call for an additional 3-story, approximately 14,500-square foot structure with internal ramps to be located west of 14th Avenue. No below-grade level is planned at this time, however. Structural loads are anticipated to be relatively high.

Cuts and fills to achieve project lines are grades are anticipated to be limited, likely on the order of 4 feet or less. We are not aware of retaining walls planned at this time, but we assume that they may be added to the project. Buried utility lines will be installed to serve the new building. Pedestrian flatwork is anticipated to surround the building. Additional improvements, not yet identified, also likely will be added in the future.

¹ GROUND Engineering Consultants, Inc. 2016, *Subsurface Exploration Program, Geotechnical Evaluation, Idaho Springs Parking Garage, Idaho Springs, Colorado*, Job No. 16-3685, prepared for JVA, Incorporated, dated October 10.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

Based on provided information and our experience with similar projects, we propose the following:

Services

- Drill 4 test holes with a conventional, truck-mounted drilling rig at locations determined by GROUND within the approximate building footprint to evaluate the subsurface conditions and to obtain samples for laboratory testing. The test holes will be advanced to depths of about 25 to 40 feet, although final depths of the test holes will be determined in the field as exploration progresses and as the subsurface profile becomes evident.
- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the earth materials at the site.
- Analyze the results of the field and laboratory studies to develop geotechnical conclusions and design parameters for foundation and floor systems, remedial earthwork, excavation conditions, lateral loads, drainage, and utility lateral installation.
- Prepare a written report summarizing our findings and presenting our conclusions and geotechnical parameters for design. Three (3) hard copies and an electronic copy (.pdf format) of the report will be provided. Field services, data analysis and report preparation will be conducted under the supervision of a licensed professional engineer.

Fees

We can complete the above-outlined scope of services for a lump sum fee of **\$7,600** which includes out travel time and the cost of our drilling contractor and a private utility locator, but assumes normal work day (Monday through Friday, 7 AM to 6 PM) operations. Additional fees will apply for nights, weekends or holidays.

Optional Additional Services

Other services may be requested for this project beyond the scope outlined above, but GROUND will not proceed with the following optional additional services without your prior approval and authorization. However, the following service may be required to complete the subsurface exploration program.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

- **Shear Wave Velocity Testing** We propose to estimate the Seismic Site Classification based on the conditions encountered in the test holes and our experience with nearby sites.

GROUND can retain a geophysical sub-consultant to provide shear wave velocity measurements to 100+ feet in support of a quantitative Site Classification. This service can be provided for a fee lump sum fee of **\$4,500**, in addition to the base fee above. (This need not be authorized prior to completion of drilling.)

_____ (initial if approved)

- **Private Utility Locate** Locating services may be required to attempt to identify private utilities that will not be marked by UNCC / Colorado 811. GROUND can coordinate with a private locating subcontractor to provide this service upon request. The client should be aware that authorizing this service does not guarantee that all private utilities can and/or will be located, identified, and marked. In particular, sewer lines and some older water lines can be very difficult to mark. GROUND will not liable for any damage to privately owned utilities. This service can be provided for a lump sum fee of **\$700**, in addition to the base fee above.

_____ (initial if approved)

- **Additional Test Holes** We understand that other related facilities may be added on the parcels to the west of the west structure of the parking garage if the City is able to acquire that land. Therefore, collecting additional geotechnical data in that area may be beneficial.

GROUND can drill 2 additional test holes (as well as perform associated laboratory testing and analyses) upon request. This service can be provided for a fee lump sum fee of **\$2,200**, in addition to the base fee above, if performed in the same mobilization as the field services that are part of the basic scope. If performed in a separate mobilization, this service can be provided for a fee lump sum fee of **\$3,600**, in addition to the base fee above.

_____ (initial if approved)

If other additional services are requested, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* on Page 7 of this scope. GROUND will not proceed with additional services without your prior approval and authorization. As times required for post-report meetings and consultation are difficult to

**Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado**

forecast, we proposed to provide such services also on a time and unit rated basis. Specifically, a rate of \$140 per hour will apply for a project engineer or geologist, \$175 per hour for a professional engineer or geologist, and \$215 per hour for a GROUND principal.

Considerations / Exclusions

- We have assumed that the City of Idaho Springs will furnish right-of-entry for GROUND and our subconsultants/subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations, including any necessary coordination with the property owners.
- We have assumed that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owners must identify or otherwise locate these utilities. By entering into this agreement with GROUND, JVA, Incorporated, and the City of Idaho Springs accept this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in our scope of services unless otherwise indicated. JVA, Incorporated, must inform GROUND of the known presence of hazardous/contaminated materials prior to performance of any subsurface exploration.
- GROUND and our subconsultants/subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, cultivated fields, etc., is inherent to geotechnical drilling and should be anticipated by JVA, Incorporated, and the City of Idaho Springs. GROUND will backfill the test holes with auger returns, patch paved areas with 'cold patch' asphalt or grout and generally leave the site reasonably restored. Patching test holes with 'hot patch' asphalt specifically is excluded from our proposed scope. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation lines or other buried utilities, replacing cracked curbs or flatwork, more

**Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado**

elaborate pavement repairs, etc., are outside of our scope of services. Upon request, we can provide these as additional services as discussed above.

- Groundwater level observations will be performed during drilling operations and the test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event that JVA, Incorporated, desires repeated groundwater level observations at other test hole locations, GROUND must be notified prior to agreement execution so that necessary revisions to the scope and fee can be made.
- We will address geotechnical parameters for retaining walls in our report, but retaining wall design is not included in GROUND's proposed scope of services. We can provide a fee estimate for retaining wall design services upon request.
- We understand that no municipal or state pavements (e.g., a turn lane for 14th Avenue are part of the project. GROUND can provide a scope and fee estimate for development of municipal / state pavement sections upon request.
- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to agency reviews of our report.
- A contractor who relies upon GROUND's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

Schedule

We propose to initiate the evaluation within 1 week after receipt of a signed proposal. We anticipate that preliminary information will be available in about 5 weeks after notice to proceed, and the final report should be completed in approximately 7 weeks. GROUND will attempt to adhere to this schedule, however, this remains dependent upon favorable weather conditions, holidays, site access, contractor availability, and buried utility locations. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

Authorization

Please review the *General Conditions* on Pages 8 and 9 of this scope which contain a limitation of our liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed copy of this scope.

If you have any questions, concerns or comments regarding this scope, please contact this office. If this scope meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This scope and fee are valid for 90 days.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Brian H. Reck, P.G., C.E.G., P.E.

Agreed to this _____ day of _____, 2021

JVA, Incorporated by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE - ENGINEERING SERVICES

FIELD INVESTIGATION

All Engineering Services require a project-specific proposal

Truck Mounted Drill Rig with 2-Man Crew	
• Solid Stem Auger (hourly)	\$150.00
• Hollow Stem Auger (hourly)	\$170.00
• Wireline Coring	\$225.00
• ODEX, Rotary Drilling	\$225.00
Track Mounted, All-Terrain, Limited Access Drill Rigs, & Drill Rig Support Equipment	Quote
• Water Truck, Support Truck, Hydro-Vac Truck (daily)	\$250 - \$500
Excavator / Backhoe	Quote
Standby Time	Hourly Rate

ENGINEERING

• Principal Engineer (hourly)	\$215
• Senior Project Manager, Engineer, Geologist (hourly)	\$175
• Project Engineer, Geologist (hourly)	\$140
• Project Manager	\$120
• Field / Staff Engineer (hourly)	\$105
• CAD Technician (hourly)	\$85
• Special Consultation/Expert Testimony and Court Appearance	Quote
• Mobilization	Quote
• Per Diem / M & IE	GSA Rates

MISCELLANEOUS

• Equipment Rental	Cost + 20%	• Environmental Drilling, Sampling, Analysis	Quote
• Outside Laboratory Services	Quote	• Personal Protective Equipment (PPE)	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	• Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$15.00	Permeability	
Atterberg Limit	\$65.00	a. Falling or Constant Head, 2-4" Diameter	\$250.00
Specific Gravity	\$65.00	b. Triaxial Permeability	\$375.00
Relative Density	\$200.00	Time-Consolidation	\$400.00
Gradation Analysis		California Bearing Ratio, 1-Point	\$150.00
a. All Standard Sieve to #200 Sieve	\$60.00	California Bearing Ratio, 3-Point	\$350.00
b. Percent Less Than #200 Sieve	\$35.00	"R" Value	\$350.00
c. Gradation with Hydrometer	\$135.00	Resilient Modulus (per point)	\$750.00
Swell-Consolidation	\$75.00	Los Angeles Abrasion Test	\$150.00
Soil Suction	\$60.00	Soil Stabilization Mixture Analysis	\$3,500.00
Proctor - Compaction	\$110.00	Soundness (Sodium)	\$300.00
Unconfined Compressive Strength		Fractured Faces Test	\$60.00
a. Soil	\$45.00	Flat or Elongated Particles	\$60.00
b. Rock	Quote	Corrosivity Testing	
Direct Shear (3-Point)		a. Water-Soluble Sulfates	\$50.00
a. Quick Test	\$500.00	b. pH Test	\$50.00
b. Consolidated-Drained	\$650.00	c. Reduction/Oxidation Potential (Redox)	\$40.00
c. Consolidated-Drained - CH Soil	Quote	d. Sulfide Content	\$50.00
Triaxial Shear		e. Soil Resistivity (Direct Measurement Method)	\$40.00
a. Unconsolidated-Undrained (Quick Test)	\$600.00	f. Soil Resistivity (Soil Box Method)	\$95.00
b. Consolidated-Undrained (R-Test)	Quote	Organic Content	\$65.00
c. Consolidated-Drained (S-Test)	Quote		

3E1

GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

2020.E1

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly by any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this entire Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the City of Idaho Springs will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understand that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of services for the sole use and benefit of the Client. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and his/her agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Engineering Fee Schedule. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due fifteen (15) days from receipt of payment by JVA, Incorporated, from the City of Idaho Springs, but no more than 90 days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of the Client or Consultant including, but not limited to, acts of God or the public enemy, expropriation or confiscation, compliance with any order of any governmental authority, changes in law, act of war, rebellion or sabotage, or damage resulting from fires, floods, explosion, accidents, riots, strikes, or other concerted acts of workmen, whether direct or indirect, delays in providing services, or any other causes, whether similar or dissimilar, which are beyond the reasonable control of the Client or Consultant.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages due to or arising from the fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the dispute shall be subsequently submitted to binding arbitration before the American Arbitration Association for final resolution. A judgment may be entered in any court of competent jurisdiction to enforce the award rendered in arbitration.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.



July 30, 2021

Tracy Lawless, PE
JVA, Inc
1319 Spruce Street
Boulder CO 80302

CC Kirk Taylor, PE

Thank you for the opportunity to propose design services for the parking structure in Idaho Springs, CO. I understand this to be a new three level parking structure.

Attached is my proposed Scope of Work, which identifies the drawings and services I will provide. In addition, you should find a Terms and Conditions sheet which includes a limitation of liability clause. Please read these over carefully and let me know if you have any concerns.

Again, I am pleased to have the opportunity to propose on your project and look forward to being work. This letter will serve as our agreement for services and is valid for 30 days. Please sign and return when you are ready. My current schedule would permit a start date as soon as you are ready to begin.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Koch'.

Architect
Michael Koch, AIA
Koch | Covotsos Architects PC

Client

Scope of Work

Project Address:

Blocks 29 and 31 within the City of Idaho Springs, CO

Project Description:

The project includes architectural design and programming for a 284 stall parking structure at the site. The design program includes parking and pedestrian circulation features including two stairs and an elevator per the concept drawings dated 5-5-21. The project will be permitted through the City of Idaho Springs and designed under the 2015 IBC and current ADA guidelines.

This proposal is a limited scope proposal for concept phase 1A only as outlined below.

Team Structure

Koch Covotsos Architects, PC (KCA or the Sub-consultant) will provide architectural design services and will be architect of record (AOR) for the project. JVA will manage the project and serve as prime contract holder with the City. We understand that other design professionals will be designing the civil, structural, parking design, landscape, urban planning and plumbing design components of the project.

We will be responsible for the architectural drawings, with KCA providing leadership and documentation on the exterior design and vertical circulation systems. Walker will provide parking layouts. KCA will sign and stamp all architectural (A) sheets. Michael Koch is a licensed architect in the State of Colorado and will maintain that license for the duration of the project.

Scope of Architectural Services

Task 1A: Concept Design

The concept design phase is intended to vet out the proposed massing and architectural features of the project before continuing to the full design of the structure. Of particular concern is the relationship of the proposed three-story structure with the adjacent historic buildings in both form and material. The goal is to produce imagery and drawings which can be reviewed by lay people and stakeholders in Idaho Springs, while advancing the design of the project.

- Review proposed Walker footprint and preliminary design (dated 5-5-21) for code or other design issues which may be important. Suggest changes to massing or program that could impact the shape of the stair and elevator towers.
- Review the feasibility of maintaining all or parts of the existing Roberts building on the site from an architectural point of view and make a recommendation to the City.
- Prepare idea boards based on photos of the surrounding architecture, relevant precedents, and ideas from the Client.
- Build a 3d model of the surrounding building and topography to scale to facilitate the design review of the proposed structure. The level of detail for the site model will be focused on the specific existing buildings directly across the street from the project site. Buildings further away may be massed at a building block level only as needed. In general, the level of rendering will be realistic using in house software and resources. We are excluding photo-realistic, high resolution or sub-contracted rendering through a third party. High resolution photo realistic renderings can be added as a separate fee per image.

- Prepare 2-3 design concepts for the building architecture with proposed materials and colors. Present these options to the client and stakeholder group. Assume two iterations of the options to revise or further develop the concepts
- Deliverables Include
 - Use of the 3D model of the site in Revit approximately 100' around the project site
 - Use of the 3D model of two proposed concepts
 - (2) rendered elevations of each concept
 - (2) signature photosimulation views of the preferred option
- Includes (3) maximum design meetings with City staff or stakeholders,
- Includes (2) maximum in person presentations

Task 1B: Schematic Design

- Coordinate with consultants on landscape, traffic and civil improvements
- Site visit to analyze the existing conditions and prepare background photography
- Maintain 3d Revit model of proposed structure preferred option
- Include (2) maximum design meetings with City staff, (1) in person
- Once approved, the scope of design work from SD through construction only includes the parking structure and 5' from the face of the building.
- Create Architectural drawings of the project to a schematic level including plans, sections and elevations of the proposed design
- Prepare a preliminary code study with open calculations
- Present the Preferred design in
 - (1) Planning Board Presentation
 - (1) City Council Presentation
- Task duration is assumed to be 6 weeks

Task 2: Design Development

- Create material boards for exterior cladding, interior finishes and key design decisions for the building
- Create Architectural drawings of the project to a design development level including plans, sections and elevations of the proposed design
- Research systems for the design including mechanical ventilation if required and stairs.
- Update a preliminary code study with open calculations
- Final drawings will include, but are not limited to:
 - Key plans for orientation
 - Life Safety plans
 - Building elevations
 - Building plans
 - Wall Sections

Task 4: Construction Documents

- KCA will work with the Client to develop the design and documentation of the parking structure.
- Final drawings will include, but are not limited to:
 - Key plans for orientation

- Life Safety plans
- Building elevations
- Building plans
- Wall Sections
- Details
- Full documentation of stairs in plan, section and details
- Full documentation of facade in elevation, section and details
- Specifications of materials and systems for facade, and stairs.

Task 5: Construction Observation

- YCA will oversee the construction of the architectural systems on the project:
 - Make 10 visits to the site and attend monthly OAC meetings, as required to observe the architectural components of the project.
 - Review architectural submittals and shop drawings
 - Answer contractor questions during construction

Exclusions and assumptions: the following are excluded but may be added as an extra service:

- Pedestrian bridges or other specialty connections to adjoining properties
- Changes by the owner after the layout has been approved may result in add services.
- Reimbursable expenses beyond \$1200, such as copies and prints will be billed in at 100% of cost or per the schedule below.
 - B&W plots 11" x 17" = \$1.00
 - B&W plots 24" x 36" = \$2.00
 - Color Plots 11" x 17" = \$4.00
 - Color Plots 18" x 24" = \$7.50
 - Color plots 24" x 36" = \$15.00
 - Miles are billed at \$0.58 per mile

Owner Responsibilities

- Owner shall approve layout prior to proceeding into construction drawing phase.
- Owner shall create and maintain a project budget with contingencies, and establish procedures for tracking costs through the project.
- Owner shall contract with a licensed general contractor directly.
- Owner shall provide soils testing, pin surveys, shoring design or shoring reports.

Compensation: Lump Sum

Architectural Task 1A: \$15,000

Extra Services:

Other services requested by the Client in addition to those outlined in this agreement will be provided on an hourly basis in accordance with the following rates:

	2021 Rate	2022 Rate
Sr Architect:	\$170 per hour	\$170
Architect:	\$120 per hour	\$140
Designer:	\$50 per hour	\$60

Payment Schedule: Payment will be due 30 days from JVA's receipt of payment from the City.



Terms and Conditions

See Agreement to Furnish Consulting Services to JVA, Incorporated for additional terms and conditions

USE OF DRAWINGS

The measured drawings of existing spaces prepared by the Architect for this project are intended as background information and do not constitute an "exact" replication of the existing building and are only accurate to a few inches. The Client shall notify the Architect of any discrepancies in any drawing. The Architect reserves the right to include representations of the design of the project, including photographs of the exterior and interior, among the architect's promotional and professional materials including a web site.

UNAUTHORIZED CHANGES

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

BETTERMENT

If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required; and included in the original Documents. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

DISPUTES

Claims, disputes or other matters in question between the parties to this agreement arising out of or related to this agreement shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, if parties mutually agree. This agreement may be terminated by either party upon not less than seven days' written notice. Failure to make payments to the architect in accordance with this agreement shall be considered cause for termination. In the event of termination not the fault of the architect, the architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due plus 5% of the total fee of the project. This proposal is valid for 30 days.



CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
August 09, 2021
7:00 P.M

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the August 09, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from July 26, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to August 09, 2021
- VIII. SCHEDULED PUBLIC COMMENT**
- IX. UNSCHEDULED PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
 - a) Monthly report
 - b) Staff report on rezoning the Cemetery
 - c) Acceptance of the post-construction alignment of Colorado Boulevard
 - d) Young Ranch Resource Quarry
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
- XIV. ORDINANCE FIRST READING**
 - a) Ordinance #14, Series 2021; An ordinance accepting the post-construction alignment of Colorado Boulevard.
 - b) Ordinance #15, Series 2021: An ordinance amending Section 2-3 of the Idaho Springs Municipal Code to include the compensation of the City Clerk and City Treasurer after the November 2021 Regular Municipal Election.
- XV. ORDINANCE SECOND READING**
- XVI. FINANCE OFFICER**
- XVII. CITY ADMINISTRATOR**
 - a) Trails Construction proposals
 - b) Move to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in VCMP.
 - c) Safebuilt July report
- XVIII. CITY CLERK**
 - a) Move to approve Andrew Marsh to sign on all accounts with City Wide Banks and Evergreen National Bank.
- XIX. POLICE DEPARTMENT**
 - a) Staff report submitted with one request(s) for action. Move to approve ISPD to apply and manage the FY2021 Edward Byrne Memorial Justice Assistance Grant
- XX. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with three request(s) for action. Move to approve \$9,924 to Terracon Consultants for materials testing and inspection services for Project 1 of the Public Works building construction from 2100-5103. Move to approve \$17,200 to JVA Engineering, Inc. for civil engineering services related to 16th and Wall St. from 2100-5103. Move to approve \$115,000 to JVA Engineering Inc for engineering services and project coordination for Idaho Springs Transit Center from 2100-5103..
- XXI. PUBLIC WORKS: WATER/WASTEWATER**
- XXII. COMMITTEE REPORTS**
- XXIII. MAYOR and COUNCIL**
- XXIV. ADJOURN** to August 23, 2021

The Public will be able to view and hear this meeting remotely at the following address:

<https://www.colorado.gov/pacific/idahosprings/city-council-live>



**NOTICE AND AGENDA
SPECIAL MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MONDAY, AUGUST 9, 2021
5:30 P.M.
Please be prompt**

CALL TO ORDER

ROLL CALL

Executive session under C.R.S. section 24-6-402(4)(b) and (e) to confer with the City's attorneys to receive legal advice concerning pending litigation and to discuss an existing City agreement that may be subject to negotiation.

ADJOURNMENT



CITY OF IDAHO SPRINGS
1711 MINER STREET
P.O. BOX 907
IDAHO SPRINGS, CO 80452
303.567.4421

NOTICE AND AGENDA
REGULAR MEETING
IDAHO SPRINGS CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
August 09, 2021
7:00 P.M

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. AGENDA APPROVAL**
 - a) Move to approve the agenda for the August 09, 2021 meeting.
- V. CONFLICT OF INTEREST**
- VI. APPROVAL OF MINUTES**
 - a) Move to approve the minutes from July 26, 2021.
- VII. APPROVAL OF BILLS**
 - a) Move to approve bills to August 09, 2021
- VIII. SCHEDULED PUBLIC COMMENT**
- IX. UNSCHEDULED PUBLIC COMMENT**
- X. LIQUOR LICENSING AUTHORITY**
- XI. PLANNING/COMMUNITY DEVELOPMENT**
 - a) Monthly report
 - b) Staff report on rezoning the Cemetery
 - c) Acceptance of the post-construction alignment of Colorado Boulevard
 - d) Young Ranch Resource Quarry
- XII. CITY ATTORNEY**
- XIII. RESOLUTIONS**
- XIV. ORDINANCE FIRST READING**
 - a) Ordinance #14, Series 2021; An ordinance accepting the post-construction alignment of Colorado Boulevard.
 - b) Ordinance #15, Series 2021: An ordinance amending Section 2-3 of the Idaho Springs Municipal Code to include the compensation of the City Clerk and City Treasurer after the November 2021 Regular Municipal Election.
- XV. ORDINANCE SECOND READING**
- XVI. FINANCE OFFICER**
- XVII. CITY ADMINISTRATOR**
 - a) Trails Construction proposals
 - b) Move to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in VCMP.
 - c) Safebuilt July report
- XVIII. CITY CLERK**
 - a) Move to approve Andrew Marsh to sign on all accounts with City Wide Banks and Evergreen National Bank.
- XIX. POLICE DEPARTMENT**
 - a) Staff report submitted with one request(s) for action. Move to approve ISPD to apply and manage the FY2021 Edward Byrne Memorial Justice Assistance Grant
- XX. PUBLIC WORKS: STREETS AND PARKS**
 - a) Staff report submitted with three request(s) for action. Move to approve \$9,924 to Terracon Consultants for materials testing and inspection services for Project 1 of the Public Works building construction from 2100-5103. Move to approve \$17,200 to JVA Engineering, Inc. for civil engineering services related to 16th and Wall St. from 2100-5103. Move to approve \$115,000 to JVA Engineering Inc for engineering services and project coordination for Idaho Springs Transit Center from 2100-5103..
- XXI. PUBLIC WORKS: WATER/WASTEWATER**
- XXII. COMMITTEE REPORTS**
- XXIII. MAYOR and COUNCIL**
- XXIV. ADJOURN** to August 23, 2021

The Public will be able to view and hear this meeting remotely at the following address:
<https://www.colorado.gov/pacific/idahosprings/city-council-live>

IDAHO SPRINGS CITY COUNCIL
REGULAR MEETING
July 26, 2021

The City Council of the City of Idaho Springs held a regular meeting on July 26, 2021 in the Council Chambers at City Hall. Mayor Hillman called the meeting to order at 7:05 p.m.

Answering the roll were: Michael Hillman, Bob Bowland, Jim Clark, John Curtis, Scott Pennell, Art Caccavale and Chuck Harmon. Also present was City Clerk Diane Breece, City Administrator Andy Marsh, Streets/Water/Wastewater Superintendent John Bordoni, Police Chief Nathan Buseck and City Attorney Carmen Beery.

The Pledge of Allegiance was recited by all present.

Agenda Approval

Chuck Harmon moved to approve the agenda for July 26, 2021. With the addition that Ordinance 13 becomes Ordinance 14. Bob Bowland seconded and the motion passed by a unanimous voice vote.

Approval of Minutes

Scott Pennell moved to approve the minutes of July 12, 2021. Art Caccavale seconded and the motion passed by a unanimous voice vote.

Conflict of Interest

None.

Approval of Bills

John Curtis moved to approve bills to July 26, 2021. Scott Pennell seconded and the motion passed by a unanimous roll call vote

Public Comment

Walter Cass spoke about this being a legacy crisis. When you engage you must engage in the community. It was voted down once, and here we are voting on it again. There is a housing crisis let's not make it a human crisis.

Rick Scott suggests that we postpone the vote and give the city engineers a chance to see if anything can be done to make the intersection less dangerous.

Kathleen O' Leary, Executive Director of Habitat gave a brief overview of how the homeowner is priced when they become a qualifying family.

Unscheduled Public Comment

Christina Weinke stated that anybody that lived in her house one day would see what a dangerous intersection it is. There are so many safety concerns, that a lawsuit is extremely possible.

Walker-League Pike says he lives in Georgetown and he knows the idea of living where there is a need for affordable housing, the whole County is in need. He urges Council to keep their eyes on the affordable concept.

Sandra Gomke said she bought property at 16th and Virginia approximately 3 years ago. Teachers, police officers and firefighters have to live in other communities. There needs to be more affordable housing in the area.

Dru Van Doren spoke regarding the area and that this issue seems too divisive. Although there is an issue about safety she feels like people could just put their heads together and could settle this like good neighbors.

Linda Moore said she bought a Habitat house in 1989. She pursued her education having a Masters degree in education. Habitat has supported her and she has supported Habitat. She also feels that Habitat has saved her life.

Michael Kastenbaum loves Habitat and has even made movies about them. Let make this happen, we can make history but let's slow it down and let's make it safe.

Stephanie Kline says she has lived in Clear Creek County for years and there needs to be more affordable homes in the County.

Aleta Cass doesn't even believe that Habitat has a problem except for safety.

Andrew Yard stated that he is a business owner and he knows how hard it is to hire people and there is no place for them to live. He has even bought houses and has had his staff live there. We need to take care of them.

Cole Dolph believes that safety is the issue. This will cause casting a huge shadow on Wall St. 350 thousand is still too much money, green space is needed, quality of life should be taken into consideration.

Liquor Licensing Authority

Modification of premises for Hardluck Colorado Division

The Mayor opened the public hearing at 7:54

The applicant, Bruce Boynton after being sworn in by the Clerk said he is just looking to be able to serve outdoors on the patio.

Rick Scott supports the idea of outdoor dining.

Mayor Hillman closed the meeting at 7:56 pm

Chuck Harmon moved to approve the application for the modification of premises for Hardluck Colorado Division, LLC based upon a finding that the applicant meets all criteria set forth in Colorado Liquor Regulation 47-302. John Curtis seconded and the motion passed by a unanimous roll call vote.

Slaymaker Cellars are asking for approval to participate in the Rapid Grass Festival. Chuck Harmon moved to approve the request. Art Caccavale seconded and the motion passed by a unanimous roll call vote.

Resolutions

Chuck Harmon moved to approve Resolution #8, Series; A resolution conditionally approving a Final Development Plan on property known as 1628 Virginia St., Idaho Springs, Colorado for a residential townhome project with the following conditions: 1. The applicant must obtain approval of an administrative plat prior to approval of a building permit for any new buildings on the property. 2. In regards to water and wastewater utilities and the retaining wall, the Applicant must provide detailed drawings sealed by a Colorado PE at the time of permit application. Bob Bowland seconded and the motion passed by a 5-2 vote with Art Caccavale and Jim Clark voting no.

Ordinance First Reading

Chuck Harmon voted to approve Ordinance #12; An ordinance amending sections 2-51 and 2-56 of the Idaho Springs Municipal Code to address the creation of a Deputy City Clerk position and to clarify other positions and reporting structures within the Administration Department. Jim Clark seconded and the motion passed with a unanimous roll call vote.

Scott Pennell moved to approve Ordinance #14, Series 2021; An ordinance amending Chapter of the Idaho Springs Municipal Code to transfer general oversight and management of all department heads to the City Administrator and to codify the organization and duties of the Waster/Wastewater Department. Bob Bowland seconded and the motion carried by a unanimous voice vote.

Ordinance Second Reading

Chuck Harmon moved to approve Ordinance #9, Series 2021; An ordinance of the City Council defining and clarifying the duties of the City Clerk after the 2021 Municipal Election and repealing and reenacting section 2-41 of the Idaho Springs Municipal Code. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

Chuck Harmon move to approve Ordinance #11, Series 2021: An ordinance zoning the property recently annexed to the City as the "Cemetery Annexation to the City of Idaho Springs" as Park and Recreation (P) under the City's zoning regulations. Scott Pennell seconded and the motion passed by a unanimous roll call vote.

City Administrator

The staff report was submitted with one request(s) for action. Scott Pennell moved to approve a Services Agreement with Suzanne Rogers for Municipal Court Prosecutor Services at a rate of \$1500/mo. effective August 1, 2021. Bob Bowland seconded and the motion passed by a unanimous roll call vote.

City Clerk

The staff report was submitted with one request(s) for action. Chuck Harmon moved to authorize Diane Breece to sign the IGA with the County for the November 2 election. John Curtis seconded and the motion passed by a unanimous roll call vote.

Police Dept.

The staff report was submitted with no request(s) for action

Public Works

The staff report was submitted with no request(s) for action.

Adjourn

The Mayor adjourned the meeting at 8:30 pm.

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
A T & T Mobility (283)								
287246995984X7212021								
287246995984X7212021	Invoice	Cell Phone/WasteWater	07/13/2021	08/08/2021	70.25	Open	06/21	52-00-5335
287246995984X7212021	Invoice	Cell Phones/Water	07/13/2021	08/08/2021	70.25	Open	06/21	51-00-5335
Total 287246995984X7212021:					140.50			
Total A T & T Mobility (283):					140.50			
Arrowhead Landscape Services (1995)								
21-1057-8								
21-1057-8	Invoice	Courtney Riley Cooper Park Maint	08/01/2021	08/31/2021	2,702.00	Open	08/21	10-60-5108
Total 21-1057-8:					2,702.00			
Total Arrowhead Landscape Services (1995):					2,702.00			
BEARCOM (1596)								
5238099								
5238099	Invoice	Radio Calibration	08/03/2021	09/02/2021	500.00	Open	04/21	10-30-5330
5238099	Invoice	Travel	08/03/2021	09/02/2021	450.00	Open	04/21	10-30-5330
Total 5238099:					950.00			
Total BEARCOM (1596):					950.00			
Billy Thompson (1638)								
7262021								
7262021	Invoice	Lunch for the Crew Reimburseme	07/26/2021	08/26/2021	59.27	Open	07/21	52-00-5215
Total 7262021:					59.27			
Total Billy Thompson (1638):					59.27			
Browns Hill Engineering & Cont (1416)								
432								
432	Invoice	SCADA Leasing Agreement WTP	08/01/2021	09/01/2021	1,620.00	Open	09/21	51-00-5000
Total 432:					1,620.00			
433								
433	Invoice	SCADA Leasing Agreement WWT	08/01/2021	09/01/2021	1,620.00	Open	09/21	52-00-5000
Total 433:					1,620.00			
Total Browns Hill Engineering & Cont (1416):					3,240.00			
C & C Machine & Welding (34)								
029108								
029108	Invoice	Downtown Barriers	07/29/2021	08/15/2021	1,350.00	Open	07/21	21-00-6028
Total 029108:					1,350.00			
029111								
029111	Invoice	Trashcan Lids	08/02/2021	08/15/2021	30.00	Open	08/21	10-60-5108
Total 029111:					30.00			
Total C & C Machine & Welding (34):					1,380.00			
Canyon Glass & Gutters Inc. (39)								
18860								
18860	Invoice	Bus Stop Repair	07/15/2021	08/15/2021	1,198.02	Open	07/21	10-60-6010

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 18860:					1,198.02			
Total Canyon Glass & Gutters Inc. (39):					1,198.02			
CenturyLink (569)								
3035672130X7222021								
3035672130X7222021	Invoice	Internet service/Waste Water	07/22/2021	08/12/2021	205.52	Open	08/21	52-00-5335
Total 3035672130X7222021:					205.52			
3035679613X7252021								
3035679613X7252021	Invoice	Phone Lines Water Plant Fire Alar	07/25/2021	08/14/2021	184.22	Open	08/21	51-00-5335
Total 3035679613X7252021:					184.22			
3035674474X7282021								
3035674474X7282021	Invoice	Internet service-Public Works	07/28/2021	08/18/2021	102.94	Open	08/21	10-10-5335
Total 3035674474X7282021:					102.94			
Total CenturyLink (569):					492.68			
Chicago Creek Sanitation (434)								
2021-08								
2021-08	Invoice	Maintenance Fee	07/26/2021	08/26/2021	145.00	Open	08/21	52-00-5206
Total 2021-08:					145.00			
Total Chicago Creek Sanitation (434):					145.00			
City of Idaho Springs (289)								
812021								
812021	Invoice	Transfer to cover ENB payroll	08/01/2021	08/15/2021	500,000.00	Open	08/21	10-00-1580
Total 812021:					500,000.00			
Total City of Idaho Springs (289):					500,000.00			
Clear Creek County Clerk & Rec (61)								
7212021								
7212021	Invoice	legals	07/21/2021	08/21/2021	83.00	Open	07/21	10-20-5316
7212021	Invoice	legals	07/21/2021	08/21/2021	13.00	Open	07/21	10-20-5316
Total 7212021:					96.00			
7272021								
7272021	Invoice	recording doc	07/27/2021	08/15/2021	13.00	Open	07/21	52-00-5316
7272021	Invoice	recording doc	07/27/2021	08/15/2021	13.00	Open	07/21	51-00-5316
Total 7272021:					26.00			
Total Clear Creek County Clerk & Rec (61):					122.00			
Clear Creek County Transfer Station (549)								
12297								
12297	Invoice	Tree and Brush	07/21/2021	08/15/2021	72.00	Open	07/21	10-60-6200
Total 12297:					72.00			
12300								
12300	Invoice	Tree and Brush	07/27/2021	08/15/2021	27.00	Open	07/21	10-60-5202

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 12300:					27.00			
Total Clear Creek County Transfer Station (549):					99.00			
Clear Creek Supply (291)								
336482								
336482	Invoice	Valve and fittings	07/02/2021	08/10/2021	20.84	Open	07/21	52-00-6004
Total 336482:					20.84			
336799								
336799	Invoice	Thread Lock	07/07/2021	08/10/2021	7.41	Open	07/21	10-10-6193
Total 336799:					7.41			
336890								
336890	Invoice	key	07/09/2021	08/10/2021	11.45	Open	07/21	10-10-6010
Total 336890:					11.45			
336899								
336899	Invoice	Funnel and knife	07/09/2021	08/10/2021	8.98	Open	07/21	52-00-6010
Total 336899:					8.98			
337111								
337111	Invoice	fuel filter	07/13/2021	08/10/2021	2.65	Open	07/21	10-10-6150
337111	Invoice	rags	07/13/2021	08/10/2021	34.99	Open	07/21	10-10-6150
337111	Invoice	starting fluid	07/13/2021	08/10/2021	38.28	Open	07/21	10-10-6150
Total 337111:					75.92			
337112								
337112	Invoice	Oil and filters	07/13/2021	08/10/2021	61.70	Open	07/21	10-60-6150
Total 337112:					61.70			
337116								
337116	Invoice	Oil and filters	07/13/2021	08/10/2021	26.92	Open	07/21	10-60-6150
Total 337116:					26.92			
337118								
337118	Invoice	antifreeze	07/13/2021	08/10/2021	33.74	Open	07/21	10-10-6150
Total 337118:					33.74			
337145								
337145	Invoice	Valve and fittings	07/14/2021	08/10/2021	5.77	Open	07/21	52-00-6004
Total 337145:					5.77			
337149								
337149	Invoice	Fuel filter	07/14/2021	08/10/2021	33.32	Open	07/21	10-10-6150
Total 337149:					33.32			
337238								
337238	Invoice	Nut and bolt	07/15/2021	08/10/2021	1.04	Open	07/21	10-10-6150
Total 337238:					1.04			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
337243								
337243	Invoice	fittings and bushings	07/15/2021	08/10/2021	16.20	Open	07/21	52-00-6004
Total 337243:					16.20			
337464								
337464	Invoice	Nut	07/20/2021	08/10/2021	.80	Open	07/21	10-10-6150
Total 337464:					.80			
7/20								
7/20	Invoice	Oring	07/20/2021	08/10/2021	1.98	Open	07/21	10-60-6200
Total 7/20:					1.98			
337541								
337541	Invoice	Screws	07/21/2021	08/10/2021	6.38	Open	07/21	10-10-6150
Total 337541:					6.38			
337792								
337792	Invoice	Hose	07/26/2021	08/10/2021	20.32	Open	07/21	52-00-6004
Total 337792:					20.32			
337833								
337833	Invoice	Bits and Nut	07/26/2021	08/10/2021	22.32	Open	07/21	10-10-6091
Total 337833:					22.32			
337934								
337934	Invoice	Hose Nozzle	07/28/2021	08/10/2021	32.97	Open	07/21	52-00-6004
Total 337934:					32.97			
337949								
337949	Invoice	Strap and Pipe	07/28/2021	08/10/2021	9.78	Open	07/21	51-15-6005
Total 337949:					9.78			
338001								
338001	Invoice	Wrench	07/29/2021	08/10/2021	24.37	Open	07/21	10-10-6020
Total 338001:					24.37			
338036								
338036	Invoice	Key	07/29/2021	08/10/2021	2.99	Open	07/21	10-30-6193
Total 338036:					2.99			
Total Clear Creek Supply (291):					425.20			
CO Department of Public Health and Envir (74)								
FGD20210152								
FGD20210152	Invoice	Annual Drinking water fee	08/02/2021	08/31/2021	865.00	Open	07/21	51-00-5302
Total FGD20210152:					865.00			
Total CO Department of Public Health and Envir (74):					865.00			
Colorado Analytical Lab (945)								
210713041								
210713041	Invoice	Wastewater Testing	07/20/2021	08/20/2021	54.00	Open	07/21	52-00-5201

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 210713041:					54.00			
210719053								
210719053	Invoice	Water Testing	07/20/2021	08/20/2021	98.50	Open	07/21	51-00-5201
Total 210719053:					98.50			
210802054								
210802054	Invoice	E-coli Testing	08/03/2021	09/02/2021	23.40	Open	08/21	52-00-5201
Total 210802054:					23.40			
210802057								
210802057	Invoice	total coliform P/A compl	08/03/2021	09/02/2021	98.50	Open	08/21	51-00-5201
Total 210802057:					98.50			
210802053								
210802053	Invoice	TSS/testing	08/04/2021	09/03/2021	13.50	Open	08/21	51-00-5201
Total 210802053:					13.50			
Total Colorado Analytical Lab (945):					287.90			
Colorado Barricade Co. LLC (79)								
65149490								
65149490	Invoice	No Parking Signs	07/22/2021	08/22/2021	186.40	Open	07/21	10-10-6091
Total 65149490:					186.40			
Total Colorado Barricade Co. LLC (79):					186.40			
Colorado Community Media (1981)								
31523								
31523	Invoice	Recording Docs	07/23/2021	08/22/2021	13.40	Open	07/21	10-20-5316
Total 31523:					13.40			
32256								
32256	Invoice	Legal Publication	07/30/2021	08/29/2021	175.00	Open	07/21	10-20-5312
Total 32256:					175.00			
Total Colorado Community Media (1981):					188.40			
Comcast (1486)								
0194987X752021								
0194987X752021	Invoice	Pd internet	07/05/2021	07/30/2021	160.20	Open	07/21	10-30-5335
Total 0194987X752021:					160.20			
0197295X7232021								
0197295X7232021	Invoice	City Hall Internet	07/23/2021	08/17/2021	239.67	Open	08/21	10-20-5335
Total 0197295X7232021:					239.67			
Total Comcast (1486):					399.87			
Common Knowledge Technology, Inc (1549)								
55177								
55177	Invoice	Software	07/29/2021	08/29/2021	372.00	Open	07/21	10-30-5105

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 55177:					372.00			
551847								
551847	Invoice	Docking Station	07/29/2021	08/28/2021	301.00	Open	07/21	10-20-7010
Total 551847:					301.00			
55207								
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-10-5108
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-20-5108
55207	Invoice	it services	08/02/2021	09/01/2021	1,034.11	Open	08/21	10-30-5108
55207	Invoice	it services	08/02/2021	09/01/2021	517.05	Open	08/21	51-00-5108
55207	Invoice	it services	08/02/2021	09/01/2021	517.06	Open	08/21	52-00-5108
Total 55207:					4,136.44			
Total Common Knowledge Technology, Inc (1549):					4,809.44			
Deep Rock (1855)								
18332261 072321								
18332261 072321	Invoice	Water Cooler	07/23/2021	08/15/2021	29.41	Open	07/21	10-20-5309
Total 18332261 072321:					29.41			
Total Deep Rock (1855):					29.41			
Fischer Construction (1769)								
8022021 1529.32								
8022021 1529.32	Invoice	Wrrf project 2	08/02/2021	08/15/2021	43,753.20	Open	07/21	55-72-7310
Total 8022021 1529.32:					43,753.20			
Total Fischer Construction (1769):					43,753.20			
Grainger Inc. (134)								
9962711272								
9962711272	Invoice	Safety Boots	07/14/2021	08/13/2021	156.92	Open	07/21	51-00-6022
Total 9962711272:					156.92			
Total Grainger Inc. (134):					156.92			
Hayes Poznanovic Korver LLC (214)								
43009-43014								
43009-43014	Invoice	Legal services	08/03/2021	08/15/2021	2,030.76	Open	07/21	51-00-5101
Total 43009-43014:					2,030.76			
Total Hayes Poznanovic Korver LLC (214):					2,030.76			
Hoehn Architects P.C. (1444)								
2102-1								
2102-1	Invoice	Hose House #2 Rehabilitation	06/01/2021	08/15/2021	1,817.36	Open	04/21	21-61-7042
Total 2102-1:					1,817.36			
2105-1								
2105-1	Invoice	Library Park Site Improvements	08/02/2021	08/15/2021	4,950.00	Open	07/21	21-00-7042
2105-1	Invoice	travel and printing	08/02/2021	08/15/2021	69.08	Open	07/21	21-00-7042
Total 2105-1:					5,019.08			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total Hoehn Architects P.C. (1444):					6,836.44			
Home Depot Credit Services (578)								
3014955								
3014955	Invoice	Gloves and Flashlight	06/28/2021	08/18/2021	126.46	Open	07/21	10-60-6200
3014955	Invoice	Light bulbs and garage door chain	06/28/2021	08/18/2021	210.53	Open	07/21	10-30-5208
3014955	Invoice	Returned Flashlight	06/28/2021	08/18/2021	79.94	Open	07/21	10-60-6204
3014955	Invoice	Returned Garage Door Opener	06/28/2021	08/18/2021	120.38	Open	07/21	10-30-5208
Total 3014955:					136.67			
7010298								
7010298	Invoice	Office Supplies	07/14/2021	08/18/2021	70.16	Open	07/21	10-10-6010
7010298	Invoice	Sign Hardware	07/14/2021	08/18/2021	67.97	Open	07/21	10-10-6091
Total 7010298:					138.13			
3010856								
3010856	Invoice	Clamps	07/18/2021	08/18/2021	74.74	Open	07/21	10-60-6200
Total 3010856:					74.74			
5303951								
5303951	Invoice	Mulch	07/26/2021	08/18/2021	26.64	Open	07/21	10-60-6200
Total 5303951:					26.64			
4012655								
4012655	Invoice	Bucket	07/27/2021	08/18/2021	3.78	Open	07/21	10-10-6020
4012655	Invoice	Ratchet Straps	07/27/2021	08/18/2021	29.94	Open	07/21	10-10-6020
4012655	Invoice	Round Up	07/27/2021	08/18/2021	18.97	Open	07/21	10-60-6204
4012655	Invoice	Roundup	07/27/2021	08/18/2021	49.94	Open	07/21	10-60-6204
4012655	Invoice	Washer Fluid	07/27/2021	08/18/2021	62.46	Open	07/21	10-10-6193
Total 4012655:					165.09			
Total Home Depot Credit Services (578):					541.27			
JVA Incorporated (1110)								
92974								
92974	Invoice	On Call Civil	06/30/2021	08/15/2021	430.00	Open	06/21	10-20-5108
Total 92974:					430.00			
92975								
92975	Invoice	PW Engineering	06/30/2021	08/15/2021	666.00	Open	06/21	23-00-5103
Total 92975:					666.00			
93102								
93102	Invoice	On Call Enviroment	06/30/2021	08/15/2021	264.00	Open	06/21	52-00-5103
Total 93102:					264.00			
93155								
93155	Invoice	wwtp expansion project 2	06/30/2021	08/15/2021	4,407.72	Open	06/21	55-72-7310
Total 93155:					4,407.72			
Total JVA Incorporated (1110):					5,767.72			

	Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
14110									
	14110	Invoice	Jury Trial Fee Refund	07/15/2021	08/15/2021	25.00	Open	07/21	10-40-5209
Total 14110:						25.00			
Total LFM Defense LLC (2007):						25.00			
Liberty Communications (1547)									
2088257									
	2088257	Invoice	NSF Fee	07/22/2021	08/15/2021	37.00	Open	07/21	10-20-5303
Total 2088257:						37.00			
2124666									
	2124666	Invoice	phone service admin	07/30/2021	08/29/2021	143.65	Open	07/21	10-20-5303
	2124666	Invoice	phone service police	07/30/2021	08/29/2021	143.65	Open	07/21	10-30-5303
	2124666	Invoice	phone service public works	07/30/2021	08/29/2021	143.65	Open	07/21	10-10-5303
	2124666	Invoice	phone service wastewater	07/30/2021	08/29/2021	71.82	Open	07/21	52-00-5303
	2124666	Invoice	phone service water	07/30/2021	08/29/2021	71.81	Open	07/21	51-00-5303
Total 2124666:						574.58			
Total Liberty Communications (1547):						611.58			
McDonald Farms (1588)									
1094									
	1094	Invoice	WasteWater Hauled to Landfill	05/14/2021	08/15/2021	708.85	Open	05/21	52-00-5250
Total 1094:						708.85			
1095									
	1095	Invoice	WasteWater Hauled to Landfill	05/28/2021	08/15/2021	1,430.35	Open	05/21	52-00-5250
Total 1095:						1,430.35			
1096									
	1096	Invoice	WasteWater Hauled to Landfill	06/14/2021	08/15/2021	706.10	Open	06/21	52-00-5250
Total 1096:						706.10			
1097									
	1097	Invoice	WasteWater Hauled to Landfill	06/28/2021	08/15/2021	716.28	Open	06/21	52-00-5250
Total 1097:						716.28			
1098									
	1098	Invoice	WasteWater Hauled to Landfill	07/15/2021	08/15/2021	1,517.55	Open	07/21	52-00-5250
Total 1098:						1,517.55			
702920-1001									
	702920-1001	Invoice	confined Space Monitoring	07/27/2021	08/15/2021	997.50	Open	07/21	52-00-5250
	702920-1001	Invoice	Disposal	07/27/2021	08/15/2021	1,300.00	Open	07/21	52-00-5250
	702920-1001	Invoice	Disposal	07/27/2021	08/15/2021	130.00	Open	07/21	52-00-5250
	702920-1001	Invoice	Fuel	07/27/2021	08/15/2021	57.00	Open	07/21	52-00-5250
	702920-1001	Invoice	Vacuum Services	07/27/2021	08/15/2021	3,300.00	Open	07/21	52-00-5250
	702920-1001	Invoice	Vacuum Truck	07/27/2021	08/15/2021	2,625.00	Open	07/21	52-00-5250
Total 702920-1001:						8,409.50			
1099									
	1099	Invoice	WasteWater Hauled to Landfill	07/28/2021	08/15/2021	1,414.40	Open	07/21	52-00-5250

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 1099:					1,414.40			
Total McDonald Farms (1588):					14,903.03			
Michael Goodbee (1940)								
8012021								
8012021	Invoice	Judge	08/01/2021	08/30/2021	1,600.00	Open	08/21	10-40-5110
Total 8012021:					1,600.00			
Total Michael Goodbee (1940):					1,600.00			
Murray Dahl Beery & Renaud (806)								
AUG 04,2021								
AUG 04,2021	Invoice	General legal	08/04/2021	08/15/2021	13,167.50	Open	07/21	10-20-5101
AUG 04,2021	Invoice	legal police	08/04/2021	08/15/2021	9,265.00	Open	07/21	10-30-5101
Total AUG 04,2021:					22,432.50			
Total Murray Dahl Beery & Renaud (806):					22,432.50			
Peak Performance Imaging Solutions (409)								
62075								
62075	Invoice	Copier Contract	08/01/2021	08/15/2021	140.00	Open	07/21	10-20-5309
Total 62075:					140.00			
Total Peak Performance Imaging Solutions (409):					140.00			
Professional Management Solutions (1833)								
84568								
84568	Invoice	Financial Services	08/02/2021	08/15/2021	2,261.25	Open	07/21	10-20-5108
84568	Invoice	Financial Services	08/02/2021	08/15/2021	1,680.00	Open	07/21	10-20-5108
Total 84568:					3,941.25			
Total Professional Management Solutions (1833):					3,941.25			
Quill Corporation (230)								
18009969								
18009969	Invoice	Folders	07/13/2021	08/12/2021	13.59	Open	07/21	10-20-6010
Total 18009969:					13.59			
Total Quill Corporation (230):					13.59			
Ramey Environmental Compliance, INC (898)								
22554								
22554	Invoice	Chemicals	07/24/2021	08/15/2021	1,050.00	Open	07/21	52-00-6210
22554	Invoice	Wastewater Services	07/24/2021	08/15/2021	2,124.96	Open	07/21	52-00-5108
22554	Invoice	Water Services	07/24/2021	08/15/2021	2,124.96	Open	07/21	51-00-5108
Total 22554:					5,299.92			
Total Ramey Environmental Compliance, INC (898):					5,299.92			
Rogers, Suzanne M. (737)								
8012021								
8012021	Invoice	Mileage	08/01/2021	08/15/2021	40.32	Open	08/21	10-40-5115
8012021	Invoice	Prosecutor	08/01/2021	08/15/2021	1,500.00	Open	08/21	10-40-5115

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Total 8012021:					1,540.32			
Total Rogers, Suzanne M. (737):					1,540.32			
Sprint (750)								
126852313-235								
126852313-235	Invoice	Cell phone Parks	07/08/2021	08/03/2021	31.50	Open	06/21	10-60-5335
126852313-235	Invoice	Cell phone Public Works	07/08/2021	08/03/2021	207.97	Open	06/21	10-10-5335
Total 126852313-235:					239.47			
569628819-164								
569628819-164	Invoice	PD Cell and Hot Spots	07/27/2021	08/22/2021	273.48	Open	07/21	10-30-5335
Total 569628819-164:					273.48			
Total Sprint (750):					512.95			
Timberline Disposal (1467)								
4802895								
4802895	Invoice	Hwy 103 toilet	08/01/2021	08/15/2021	55.25	Open	07/21	51-00-5202
Total 4802895:					55.25			
4803750								
4803750	Invoice	200 W. Colorado Blvd Trash	08/01/2021	08/15/2021	263.40	Open	08/21	10-60-5202
Total 4803750:					263.40			
Total Timberline Disposal (1467):					318.65			
Treatment Technology (1078)								
184788								
184788	Invoice	cleaning charge	07/27/2021	08/15/2021	80.00	Open	08/21	51-00-6201
184788	Invoice	Hazmat Delivery	07/27/2021	08/15/2021	70.00	Open	08/21	51-00-6201
184788	Invoice	Sodium hypochlorite solution	07/27/2021	08/15/2021	1,399.20	Open	08/21	51-00-6201
Total 184788:					1,549.20			
Total Treatment Technology (1078):					1,549.20			
USA Blue Book (376)								
677914								
677914	Invoice	cleaning solutions	07/28/2021	08/15/2021	281.90	Open	07/21	52-00-6010
677914	Invoice	degreaser	07/28/2021	08/15/2021	42.27	Open	07/21	52-00-6010
Total 677914:					324.17			
Total USA Blue Book (376):					324.17			
Utility Notification Center of Colorado (1984)								
221070771								
221070771	Invoice	Locates	07/31/2021	08/05/2021	21.12	Open	07/21	51-00-5108
221070771	Invoice	Locates	07/31/2021	08/05/2021	21.12	Open	07/21	52-00-5108
Total 221070771:					42.24			
Total Utility Notification Center of Colorado (1984):					42.24			
VISA (1827)								
ADMIN 742021								
ADMIN 742021	Invoice	Colorado Managers Annual COnf	07/04/2021	07/28/2021	90.00	Open	06/21	10-20-5212

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
ADMIN 742021	Invoice	Fower Pots	07/04/2021	07/28/2021	119.60	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Laptops for City Council	07/04/2021	07/28/2021	4,552.00	Open	06/21	10-20-7010
ADMIN 742021	Invoice	Lodging for Colorado Managers C	07/04/2021	07/28/2021	219.98	Open	06/21	10-20-5305
ADMIN 742021	Invoice	Return Street Flowers	07/04/2021	07/28/2021	193.84	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Street Flowers	07/04/2021	07/28/2021	193.84	Open	06/21	10-21-5039
ADMIN 742021	Invoice	Water Treatment Plant Annual PEr	07/04/2021	07/28/2021	593.82	Open	06/21	10-20-5305
ADMIN 742021	Invoice	Zoom	07/04/2021	07/28/2021	148.96	Open	06/21	10-20-5108
Total ADMIN 742021:					5,724.36			
PD 742021								
PD 742021	Invoice	Bill of Sale	07/04/2021	07/28/2021	40.00	Open	06/21	10-30-5325
PD 742021	Invoice	Data Cable	07/04/2021	07/28/2021	229.90	Open	06/21	10-30-6015
PD 742021	Invoice	postage	07/04/2021	07/28/2021	4.80	Open	06/21	10-30-5310
PD 742021	Invoice	postage	07/04/2021	07/28/2021	7.60	Open	06/21	10-30-5310
PD 742021	Invoice	postage	07/04/2021	07/28/2021	7.00	Open	06/21	10-30-5310
PD 742021	Invoice	Training Gun	07/04/2021	07/28/2021	114.97	Open	06/21	10-30-5212
Total PD 742021:					404.27			
Total VISA (1827):					6,128.63			
WEX BANK (1459)								
73042065								
73042065	Invoice	Admin Fees	07/23/2021	08/15/2021	75.00	Open	07/21	10-20-5108
Total 73042065:					75.00			
Total WEX BANK (1459):					75.00			
Xcel Energy (540)								
740340871								
740340871	Invoice	525 Pine Slope	07/19/2021	08/06/2021	10.98	Open	07/21	10-10-6001
Total 740340871:					10.98			
740346458								
740346458	Invoice	2916 Colorado Blvd	07/19/2021	08/06/2021	242.18	Open	07/21	10-30-6001
Total 740346458:					242.18			
740362993								
740362993	Invoice	3403 Hwy 103	07/19/2021	08/06/2021	4,061.79	Open	07/21	51-00-6001
Total 740362993:					4,061.79			
740735214								
740735214	Invoice	New Treatment Plant	07/21/2021	08/10/2021	4,605.31	Open	07/21	52-00-6001
Total 740735214:					4,605.31			
741070778								
741070778	Invoice	Public Works	07/23/2021	08/12/2021	300.70	Open	07/21	10-10-6001
Total 741070778:					300.70			
741076871								
741076871	Invoice	Parks	07/23/2021	08/12/2021	285.34	Open	07/21	10-60-6001
Total 741076871:					285.34			
Total Xcel Energy (540):					9,506.30			

Invoice	Type	Description	Invoice Date	Due Date	Total Cost	Terms	Period	GL Account
Grand Totals:					645,770.73			

Report GL Period Summary

GL Period	Amount
04/21	2,767.36
05/21	2,139.20
06/21	13,698.70
07/21	111,091.36
08/21	512,834.11
09/21	3,240.00
Grand Totals:	645,770.73

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-4421
FAX (303) 567-4955

Planner Communication

Date: August 4, 2021
To: Planning Commission Members
Cc: Andrew Marsh, City Administrator
From: Jerad Chipman, AICP, Community Development Planner

RE: **Community Development Monthly Report**

The Community Development Planner has been working on the following recent, current, and upcoming projects.

Development applications and pre-applications:

- **Proposed housing at 2800 Miner Street.** Staff is in communications with the owner of the property regarding potential redevelopment plans.
- **Habitat for Humanity Development at 1628 Virginia Street.** The City Council approved the final development plan at the July 26th meeting.
- **Annexation and Rezoning of the Idaho Springs Cemetery.** The cemetery has been annexed into the City and the rezoning of the parcels is in process.
- **Post Construction Alignment of Colorado Boulevard.** The plat will be reviewed by the Planning Commission and City Council in August.
- **Redevelopment of Gold Digger Field/Block 57 and the School Bus Maintenance Facility.** An application has been submitted for a Planned Development (PD) and associated processes. Staff is reviewing the PD and intend to bring an action item before the Planning Commission in the near future.

Other Activities:

- **HPRC.** A new Certificate of Appropriateness request has been received regarding the improvements to the Library Park.
- **Soda Creek Highlands.** The property owner met with Staff to discuss potential future applications.

- **Twin Tunnels Property.** Several inquiries have been received regarding this property. Staff has been providing zoning interpretations to the inquirers.
- **Administrative Plat Amendment Inquiries.** Staff has received several preliminary requests for Administrative Plat Amendments, and is guiding the interested parties through the process.
- **Inquiries.** Staff continues to respond to a variety of zoning inquiries from residents and developers.

CITY OF IDAHO SPRINGS

Planning Commission Communication



MEETING DATE: AUGUST 9, 2021

UPDATED FROM THE PLANNING COMMISSION
MEETING OF AUGUST 4, 2021

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: REZONING OF THE IDAHO SPRINGS CEMETERY

BACKGROUND:

At the May 24, 2021 City Council Meeting, the City Council approved the annexation of the Idaho Springs Cemetery. It is required that the City rezone the property within ninety (90) days of annexation, and that the Planning Commission hold a rezoning hearing prior to the City Council approving the rezoning. The Idaho Springs Cemetery is owned by the City, and therefore, the City Staff are acting as the Petitioner for this process. Staff are proposing that the property be rezoned to (P) Park & Recreation. A Cemetery is a permitted use in the (P) zoning district.

The property is 66.45 Acres and consists of four parcels.

CONSIDERATION FOR REVIEW AND APPROVAL:

Section 21-108.F states that the Planning Commission and City Council may consider the following factors:

WHETHER THE PROPOSED ZONING IS IN CONFORMITY WITH THE COMPREHENSIVE PLAN.

The parcels that make up the Idaho Springs Cemetery annexation are within the Chicago Creek Area of the 2017 Comprehensive Plan. The Comprehensive Plan focuses on expanding tourism oriented hospitality uses in this area, and a (P) Park & Recreation zoning would conform to that vision. A portion of the Cemetery has been designated as a Local Historic Landmark. Preservation of this landmark conforms with the purpose of the (P) Park & Recreation zoning district.

WHETHER THERE HAVE BEEN MATERIAL CHANGES IN THE CHARACTER OF THE NEIGHBORHOOD SUCH AS TO JUSTIFY A CHANGE IN THE ZONING.

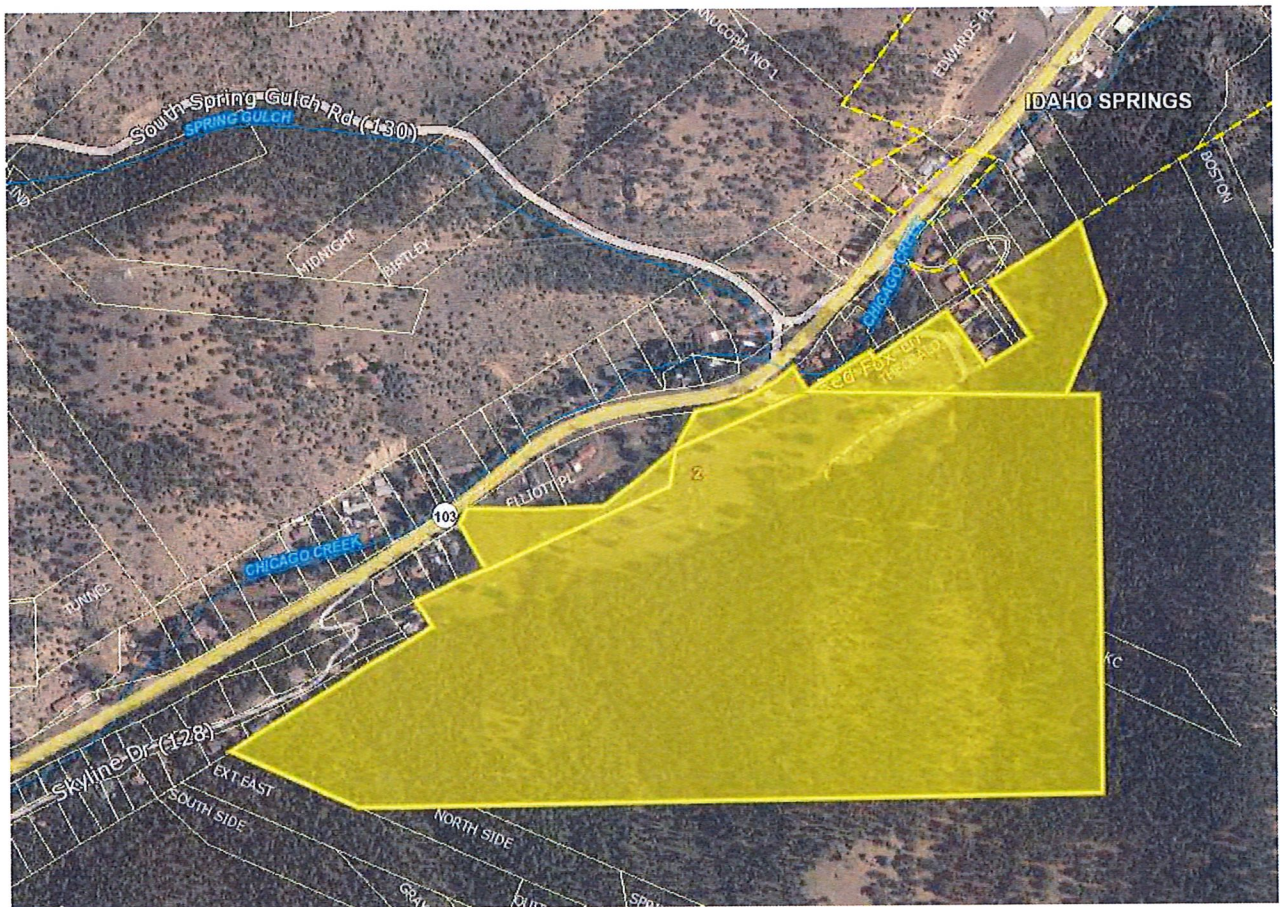
A zoning change is justified and required due to the annexation of the property. Currently, the property is not zoned, and therefore, it is the current character of the neighborhood and the Comprehensive plan that influence the proposed zoning.

WHETHER THE PROPOSED REZONING WILL TEND TO PRESERVE AND PROMOTE PROPERTY VALUES IN THE NEIGHBORHOOD.

It is staff's opinion that the proposed zoning will preserve the existing property values in the neighborhood as the proposed zoning is compatible with the existing cemetery land use.

WHETHER DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PROPOSED REZONING WILL BE IN HARMONY AND COMPATIBLE WITH SURROUNDING LAND USES AND PRESENT DEVELOPMENT IN THE AREA.

It is staff's opinion that the proposed zoning for the property is compatible with the surrounding land uses and present development in the area. The neighboring land uses include a mix of residential uses and open space.



WHETHER THE PROPOSED REZONING WILL AFFECT TRAFFIC CONGESTION IN THE AREA.

The proposed rezoning shall not affect existing traffic patterns or congestion in the area as the use of the property is intended to remain the same.

WHETHER THE PROPOSED REZONING WILL PROMOTE THE PUBLIC WELFARE.

The rezoning will promote the public welfare as the site will be formalized within the City and zoned for passive open space.

WHETHER DENIAL OF THE PROPOSED REZONING WOULD IMPOSE AN UNDUE HARDSHIP ON THE OWNER.

Denial of the zoning would result in the owner being required to seek another zoning for the property as the site is required to go through a zoning process within ninety (90) days of being annexed into the City.

STAFF SUMMARY:

It is staff's opinion that all of the guidelines have been met for approving the rezoning of the recently annexed Cemetery parcels to (P) Park & Recreation.

PLANNING COMMISSION AND PLANNING STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

The Planning Commission recommended that the City Council **APPROVE** the rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

SUGGESTED PLANNING COMMISSION RECOMMENDATION:

I move to approve the rezoning of the Idaho Springs Cemetery to (P) Park & Recreation.

Attached Documents:

- Plat of Annexation
- Legal Description
- Impact Assessment

LEGAL DESCRIPTION

Cemetery Annexation

Portions of the Theobald Placer, U.S. Mineral Survey No. 16589, the Presley Jones Placer, U.S. Mineral Survey No. 299 and the J. J. Elliott Placer, U.S. Mineral Survey No. 2331, together with Government Lots 6, 7, 69 and 88 within Section 2, Township 4 South, Range 73 West of the 6th Principal Meridian, further described as follows:

Beginning at the Northeast Corner of said Government Lot 7;

thence S 00° 02' 12" E, along the East Line of said Lot 7, a distance of 1271.82 feet to the Southeast Corner of said Government Lot 7, also being the Center East Sixteenth Corner for said Section 2;

thence S 89° 11' 48" W, a distance of 1300.73 feet to the Southwest Corner of said Lot 7, also being the Center Quarter Corner for said Section 2;

thence S 89° 13' 48" W, along the South Line of said Government Lot 6, a distance of 1107.27 feet to a point at the intersection of Line 2-3 of the Extension East Lode, U.S. Mineral Survey No. 6143;

thence N 66° 15' 00" W, along said Line 2-3, a distance of 209.20 feet to a point at the intersection of the West line of said Government Lot 6;

thence N 00° 14' 54" E, along said west line, a distance of 146.28 feet to a point at the intersection of line 1-2 of the North Side Lode, U.S. Mineral Survey No. 16513;

thence N 66° 18' 54" W, along said line 1-2, a distance of 58.94 feet to a point at the intersection of the Southeasterly Line of Lot 31 of the Placer Valley Subdivision, also being a point on Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 577.02 feet to the Southeasterly Corner of Lot 36 of said Subdivision;

thence N 31° 33' 28" W, a distance of 97.07 feet to the Southwesterly Corner of that Portion of the J. J. Elliott Placer, U.S. Mineral Survey No. 2331 described in Book 584 at Pages 302 and 303 in the records of the Clear Creek County Clerk and Recorder, said Corner also being a point on Line 5-6 of said J. J. Elliott Placer;

thence N 65° 47' 44" E, along said Line 5-6, a distance of 255.17 feet to the Southeast Corner of that Portion of said Placer described in Book 734, at Pages 821 and 822 in said records;

thence N 31° 33' 28" W, along the Easterly Line of said Portion of said J. J. Elliott Placer, a distance of 179.73 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line and along the arc of a curve to the right with a radius of 3859.72 feet, with a central angle of 00° 43' 42" for an arc distance of 48.88 feet (the chord of this arc bears N 50° 48' 04" E, a distance of 48.88 feet to the Southwest Corner of that Portion of said J. J. Elliott Placer described in Book 449 at Page 396 in said records;

thence N 87° 34' 31" E, a distance of 441.01 feet;

thence N 51° 32' 52" E, a distance of 292.57 feet to Corner No. 1 of said J. J. Elliott Placer;

thence N 26° 27' 49" E, along line 1-2 of said J. J. Elliott Placer, a distance of 133.47 feet to a point at the intersection of the Southeasterly Right of Way Line for Colorado State Highway No. 103;

thence along said Right of Way Line, on the arc of a curve to the left with a radius of 640.44 feet, with a central angle of 32° 27' 20" for an arc distance of 362.78 feet (the chord of this arc bears N 66° 57' 13" E, a distance of 357.95 feet to the Westerly Corner of Lot 64A of the Placer Valley Subdivision;

thence S 31° 33' 28" E, a distance of 88.45 feet to the Southerly Corner of said Lot 64A, said Corner being a point on Line 14-15 of said Presley Jones Placer;

thence N 58° 26' 32" E, a distance of 510.69 feet to the Westerly Corner of that Portion of said Theobald Placer described in Book 597 at Pages 394 and 395 in said records;

thence S 36° 00' 00" E, a distance of 231.79 feet to the Southerly Corner of that Portion of said Theobald Placer described in Book 426 at Page 291 in said records;

thence N 58° 30' 00" E, a distance of 191.77 feet to the Easterly Corner of that Portion of said Theobald Placer described in Book 476 at Page 585 in said records;

thence N 39° 39' 00" W, along the Northeasterly line of said Portion of the Theobald Placer, a distance of 233.62 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence N 58° 26' 32" E, along said line 14-15, a distance of 312.23 feet to a point at the intersection of Line 1-2 of said Theobald Placer;

thence S 20° 11' 12" E, a distance of 270.29 feet to Corner No. 2 of said Theobald Placer;

thence S 22° 51' 06" W. along Line 2-3 of said Placer, a distance of 311.59 feet to Corner 3 of said Placer;

thence S 89° 49' 18" W, along line 3-4 of said Placer, a distance of 857.16 feet to a point at the intersection of Line 14-15 of the Presley Jones Placer, also known as the Becker Placer, U.S. Mineral Survey No. 299;

thence S 58° 26' 32" W, along said Line 14-15, a distance of 22.58 feet to a point at the intersection of the North line of Government Lot 7 of Section 2, Township 4 South, Range 73 West;

thence N 89° 35' 48" E, along said North line, a distance of 981.33 feet to the Point of Beginning, containing 66.45 acres, more or less.

NOTE: The bearings and distances used in these legal descriptions were taken from or calculated from the most current surveys of the subject properties including the Bureau of Land Management's Dependent Resurvey of Section 2, T4S, R73W.

These newly created legal descriptions were prepared by:

Greg Markle, LS 25373
P.O. Box 1571, Idaho Springs
Colorado, 80452
303-957-7744
04/07/21

IDAHO SPRINGS ANNEXATION IMPACT REPORT

April 9, 2021	Item: Cemetery Annexation Impact Report
Barb Cole Community Development Planner	

INTRODUCTION

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and Chapter 26: Annexations of the Idaho Springs Municipal Code. This report concerns the proposed annexation of the Idaho Springs Cemetery comprised of 66.45 acres.

STATUTORY ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to C.R.S. § 31-12-108.5(1) (a).

1. MAPS:

As required, maps found in Exhibit A include: The present and proposed boundaries of the City in the vicinity of the proposed annexation. Since this is a cemetery, no services are proposed
2. A COPY OF ANY DRAFT PREANNEXATION AGREEMENT, IF AVAILABLE:

Not Applicable
3. A STATEMENT OF THE CITY'S PLANS FOR EXTENDING OR PROVIDING FOR MUNICIPAL SERVICES WITHIN THE AREA TO BE ANNEXED:

Not Applicable
4. A STATEMENT OF THE CITY'S PLANS FOR THE FINANCING OF MUNICIPAL SERVICES TO BE EXTENDED INTO THE AREA TO BE ANNEXED:

Not Applicable
5. A STATEMENT IDENTIFYING ALL EXISTING DISTRICTS WITHIN THE AREA TO BE ANNEXED:

Since this remains public property, there is no taxation but per statute, here are the mill levies.

<u>Tax District</u>	2019 Levy <u>(mills)</u>
Clear Creek County	35.156
RE-1 School District	23.300

IDAHO SPRINGS ANNEXATION IMPACT REPORT

Clear Creek Metro Recreation District	2.001
Clear Creek Library District	2.000
Clear Creek Emergency Services District	4.569
City of Idaho Springs	6.310
Total	72.043

6. A STATEMENT OF THE EFFECT OF THE ANNEXATION UPON THE SCHOOL DISTRICT GOVERNING THE AREA TO BE ANNEXED:

There is no impact on the School District.

Exhibit A- Annexation Map showing boundaries. There is no change in land use.

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: AUGUST 9, 2021

UPDATED FROM THE PLANNING COMMISSION
MEETING OF AUGUST 4, 2021

PRESENTED BY: JERAD CHIPMAN, AICP
COMMUNITY DEVELOPMENT PLANNER

ITEM: ACCEPTANCE OF THE POST-CONSTRUCTION ALIGNMENT OF
COLORADO BOULEVARD

BACKGROUND:

The attached Land Plat Survey for review by the City Council was recently drafted to correct and clarify the exact location of the realigned Colorado Boulevard right-of-way. A comprehensive document had not been completed at time of construction, and the attached document formalizes the right-of-way that contains Colorado Boulevard and its appurtenances. This document is important as it provides clear understanding of the location of the property lines for those parcels that abut Colorado Boulevard.

The City Council is asked to approve the attached survey. This is a unique process described in State Statute that does not require public notice.

STAFF SUMMARY:

Staff has reviewed the Land Survey Plat of Colorado Boulevard and have concluded that the Plat meets all of the criteria for acceptance.

PLANNING COMMISSION AND STAFF RECOMMENDATIONS:

Staff recommends **APPROVAL** of the acceptance of the post-construction alignment of Colorado Boulevard.

The Planning Commission recommended that the City Council **APPROVE** the acceptance of the post-construction alignment of Colorado Boulevard. The motion passed 4-0.

SUGGESTED PLANNING COMMISSION RECOMMENDATION:

I move to recommend acceptance of the post-construction alignment of Colorado Boulevard.

Attached Documents:

- Land Survey Plat of Colorado Boulevard
- Acceptance Ordinance

CITY OF IDAHO SPRINGS

City Council Communication



MEETING DATE: AUGUST 9, 2021

REPORT DATE: AUGUST 5, 2021

FROM: JERAD CHIPMAN, COMMUNITY DEVELOPMENT PLANNER

THROUGH: ANDREW MARSH, CITY ADMINISTRATOR

RE: YOUNG RANCH RESOURCE QUARRY
CONSIDERATION OF 112C CONSTRUCTION MATERIALS RECLAMATION
PERMIT APPLICATION REVIEW

BACKGROUND:

Councilperson Curtis brought to staff's attention a notice that was sent by the State of Colorado Department of Natural Resources – Division of Reclamation, Mining and Safety for public comment to a proposed resource quarry near the Hidden Valley area of the City. Staff reached out to the State of Colorado and it was determined that the City was not properly notified of the proposed quarry, and the State has granted the City a comment period of twenty (20) days. The City's comment period expires on August 22, 2021.

The proposed quarry is located within a mile of I-70 exit 243 and spans the Clear Creek, Gilpin County Line. An attached map indicates the proximity of the proposed quarry to parcels annexed into the City. The quarry would utilize the Central City Parkway for access and in later phases would reroute the Parkway to a shorter configuration indicated in the attached map provided by the State.

TRAFFIC AND NOISE CONCERNS:

Traffic. There is the potential to impact traffic on the east side of the City, especially I-70 Exit 243. There would be additional truck traffic utilizing that intersection.

Noise. The use would create additional noise in the area with the highest nuisance potential being located on the east side of the City.

ROLE OF THE CITY COUNCIL:

The City Council may choose to provide comment on the proposed quarry. If the Council chooses to do so, staff requests guidance regarding the substance of the Council's comments. Staff is requesting direction regarding how to respond to the State's notice letter.



COLORADO

Division of Reclamation,
Mining and Safety

Department of Natural Resources

1313 Sherman St. Room 215
Denver, CO 80203

NOTICE

Consideration of 112c Construction Materials Reclamation Permit Application

DATE: August 2, 2021

TO: City Manager
City of Idaho Springs
1711 Miner Street
Box 907
Idaho Springs, CO 80452

RE: Young Ranch Resource Quarry, File No. M-2021-009

Please be advised that on May 17, 2021, Young Ranch Resource LLC, whose address and telephone number are 5455 Ulysses Street, Golden, CO 80403; (303) 880-0948, filed an application to conduct a(n) Surface mining and reclamation operation, at or near Section 28, Township 3S, Range 72W, 06th Principle Meridian, in Clear Creek and Gilpin Counties. Please be advised that the permit area may be located in more than one Section, Township, and Range. Affected lands will be reclaimed to support a(n) Rangeland post-mining land use. The application decision date is scheduled for October 14, 2021.

A copy of the application is available for review at the Clear Creek County and Gilpin County Clerk & Recorder's offices and at the office of the Division of Reclamation, Mining and Safety.

The application, as well as all other permit documents, can also be viewed at <https://dnrweblink.state.co.us/drms/search.aspx> by searching M2021009 in the "Permit No" field. A user guide is available to help first time users of the imaged document system and can be viewed at https://drive.google.com/file/d/118OUdf_Mpjo3kxIHkP5hMH-w7MeBtxX7/view.

To be considered in the review process, comments or objections on the application must be submitted in writing within twenty (20) days of the date of this notice, by **August 22, 2021**. The Office will assume you have no comment or objection to the proposed activity if none are received by the deadline provided.

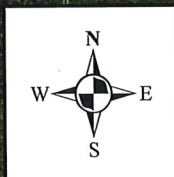
If you need additional information or have any questions regarding the above-named application, please contact Amy Eschberger at the Division of Reclamation, Mining and Safety, 1313 Sherman Street, Room 215, Denver, CO 80203, by telephone at 303-866-3567 x 8129, or by email at Amy.eschberger@state.co.us.



Proximity of the Proposed Quarry to the City of Idaho Springs

Approximate Location of the Proposed Quarry

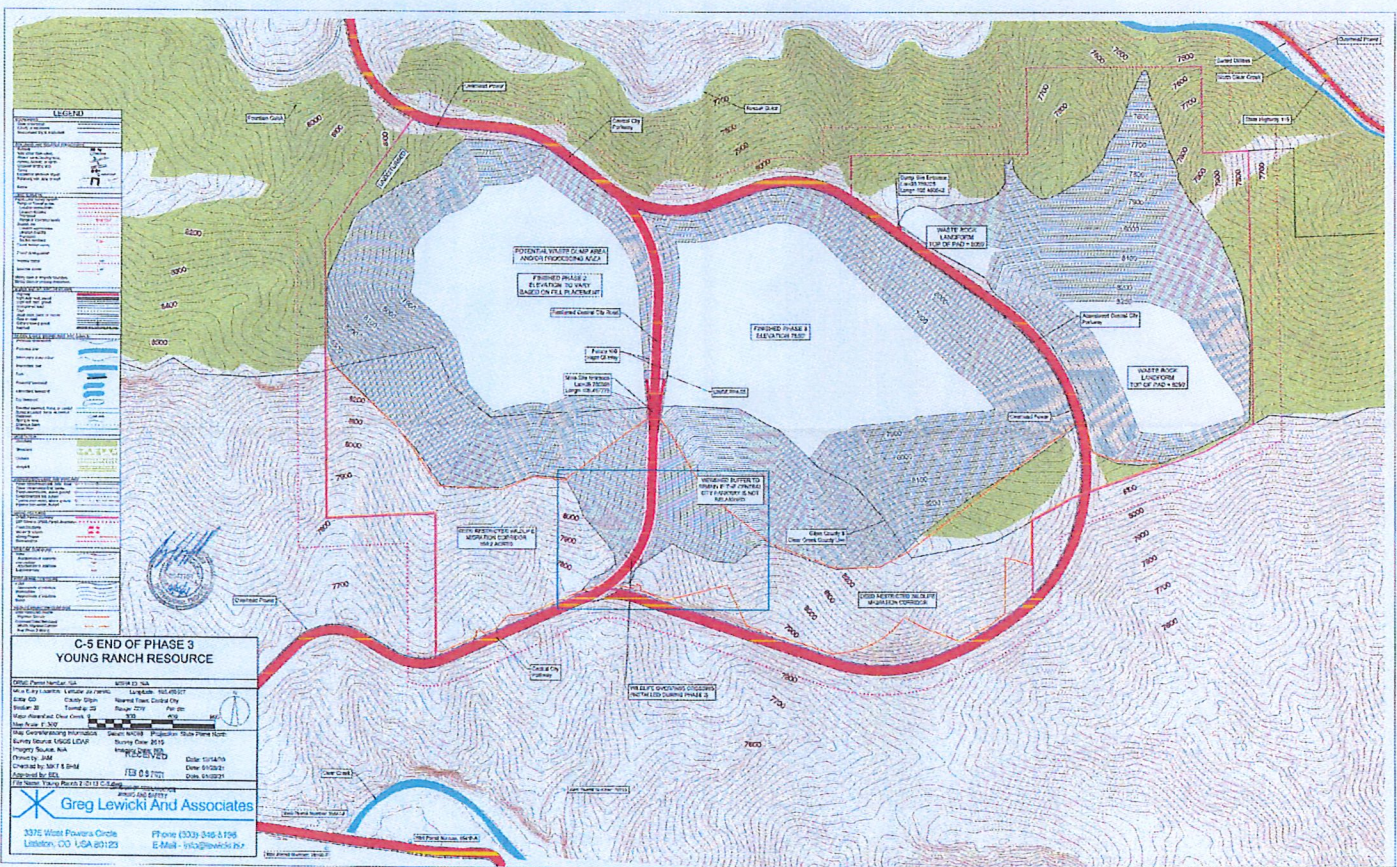
The approximate center of the mine is less than 3/4 of a mile to Exit 243



Legend

Municipality

-  CENTRAL CITY
-  IDAHO SPRINGS



CITY OF IDAHO SPRINGS
Clear Creek County, Colorado

Ordinance No. 15, Series 2021

**AN ORDINANCE AMENDING SECTION 2-3 OF THE IDAHO SPRINGS MUNICIPAL CODE
TO INCLUDE THE COMPENSATION OF THE CITY CLERK AND CITY TREASURER
AFTER THE NOVEMBER 2021 REGULAR MUNICIPAL ELECTION**

WHEREAS, the City of Idaho Springs, Colorado ("City") is a statutory city, duly organized and existing under the laws of the state of Colorado; and

WHEREAS, at each regular municipal election, City electors elect one or more Council members and potentially other City elected officials, including a Mayor, City Clerk and City Treasurer, depending on the length of term remaining for incumbent office holders; and

WHEREAS, Section 2-3 of the Idaho Springs Municipal Code ("Code") sets forth the compensation to be paid to the Mayor and Council members; and

WHEREAS, over the past few years, the City Council has engaged in a comprehensive review, evaluation and restructuring of the roles and responsibilities of the offices of City Clerk and City Treasurer; and

WHEREAS, as a result, the City Council finds that it is necessary and appropriate to amend and clarify the compensation that will be provided to the elective offices of City Clerk and Treasurer commencing with the next municipal election in November of 2021.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Idaho Springs, Colorado, as follows:

Section 1. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the City Council.

Section 2. Section 2-3 of the Code, concerning compensation of certain elected officials, is hereby amended as follows:

Sec. 2-3. - Compensation of Elective Offices ~~Mayor and Councilmembers~~.

(A) Mayor. The Mayor shall be compensated at the rate of two thousand four hundred dollars (\$2,400.00) per calendar quarter of service as such.

(B) Councilmembers. Each member of the City Council shall be compensated at the rate of one thousand two hundred dollars (\$1,200.00) per calendar quarter of service as such.

(C) City Clerk. The City Clerk shall be compensated at the rate of one thousand two hundred dollars (\$1,200.00) per calendar quarter of service as such.

(D) City Treasurer. The City Treasurer shall be compensated at the rate of zero dollars per calendar quarter of service as such.

(E) Proration. If the holder of any elective office the Mayor or any Councilmember shall serve less than a full calendar quarter, the compensation payable to such officer shall be prorated based upon the number of days actually served in such calendar quarter.

(F) Expenses. All necessary and reasonable expenses incurred by the holder of an elective office Mayor and any Councilmember in the performance of his or her duties as such shall be reimbursed by the City upon presentation of appropriate written documentation.

Section 3. Effective Date. The amendments made to Code Section 2-3 pursuant to Section 2 of this Ordinance shall take effect and govern the compensation due to the City Clerk and City Treasurer elected at the November 2, 2021 regular municipal election or, in the event either office is not filled by the 2021 regular municipal election, to the holder(s) of such office(s) as appointed by the City Council thereafter.

Section 4. Should any one or more sections or provisions of this Ordinance or of any Code provision enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 5. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code provision or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

INTRODUCED, READ AND ORDERED PUBLISHED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the 9th day of August, 2021.

Michael Hillman, Mayor

ATTESTED AND CERTIFIED:

Diane Breece, City Clerk

PASSED, ADOPTED AND APPROVED at a Regular Meeting of the City Council of the City of Idaho Springs, Colorado, held on the ____ day of _____, 2021.

Michael Hillman, Mayor



City of Idaho Springs City Council Communication

Meeting Date: August 9, 2021
Presented By: Jonathan Cain, Assistant City Administrator
Item: Trails Construction Proposals

Background

In early 2021 the City was awarded grants for trails construction in Virginia Canyon Mountain Park (VCMP). The City received a total of \$349,487 from the GOCO Resilient Communities program and the CPW Non-Motorized Trails program. The City is required to match 10% of these grant awards. These matching funds will come from the proceeds of Feast on the Creek (\$29,347.63) in 2018 and 2019, as well as an amount not to exceed \$7,100 from the General Fund that was approved by City Council. This gives the City a total budget of \$385,934.63 for this project.

On June 28, 2021, City Council directed Staff to publish an RFP to begin construction of Phase 1 of this trails project. This will include construction of two trails, #3 and #7. Trail 3 runs from the Argo Property in the South to a point near Santa Fe Mine Road in the North; Trail #7 will run from the “Saddle” at the middle of the park to the top of the park’s southernmost peak.

On July 15, 2021, City Staff published a request for proposals (RFP) seeking qualified firms to construct these trails. Proposals were accepted until August 2, 2021. The City received 1 qualified proposal from FlowRide Concepts, a firm out of Wheat Ridge Colorado. The proposal from FlowRide Concepts for the construction of these trails came in at \$373,860, \$12,074.63 under the budget for this project.

Proposal Evaluation

The proposal received by the City was evaluated on August 3, 2021 by City Administrator Andrew Marsh, City Planner Jerad Chipman, Assistant City Administrator Jonathan Cain and COMBA Director Gary Moore.

Flow Ride Concepts

The committee has concluded that the proposal submitted by FlowRide Concepts satisfied the overall requirements of the City. FlowRide Concepts has a professional and experienced team that has experience working in Clear Creek County and in the surrounding region. City Staff originally anticipated this work to begin early this Fall, however FlowRide Concepts is unable to begin until December. Work is anticipated to be completed next May. If City Council approves the proposal, notice to proceed can be given to FlowRide Concepts immediately.

Recommendation

THAT City Council select Flow Ride Concepts to construct Trail segments #3 and #7 in Virginia Canyon Mountain Park for the amount of \$373,860.

Idaho Springs, Colorado

Legend

Bike Only Trail
Hiking Only Trail

Copyright © 2004

Direction

Difficulty

Candice

Trail alignments on this map are conceptual & not final.

A map of the Denver, Colorado area. The city of Denver is labeled in large, bold letters. Surrounding areas include Boulder, Broomfield, Westminster, Aurora, Lakewood, Littleton, Englewood, and Castle Rock. A yellow rectangle highlights the study area, which is located west of Denver, near the town of Golden. The map shows major roads and highways.

Cartography by
Singletrack Maps

© 2021, All Rights Reserved
Map published: June 2021

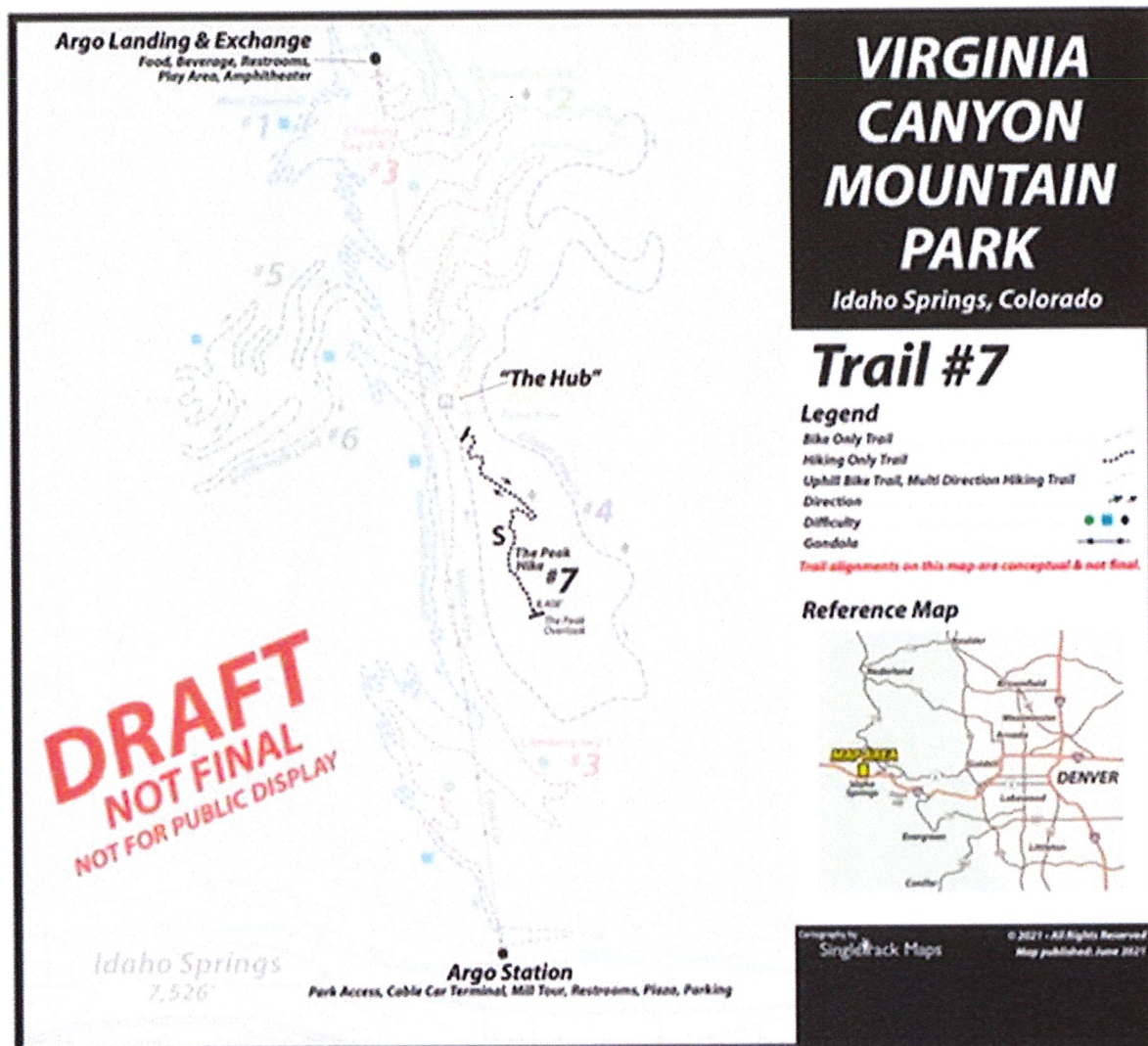
Q & A
Climbing
Sep 2 & 3

"The Hub"

DRAFT
NOT FINAL
NOT FOR PUBLIC DISPLAY

Argo Station

Park Access, Cable Car Terminal, Mill Tour, Restrooms, Plaza, Parking





VIRGINIA CANYON MOUNTAIN PARK
TRAIL CONSTRUCTION: PHASE 1

CITY OF IDAHO SPRINGS, COLORADO



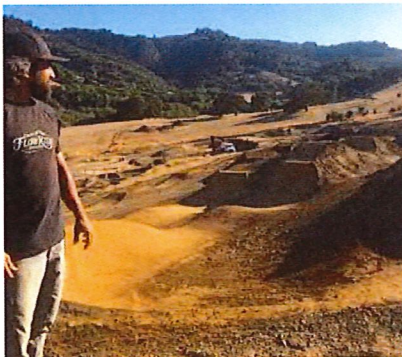
FIRM OVERVIEW

MEMBERS OF THE PROFESSIONAL TRAILBUILDERS ASSOCIATION (PTBA)

We are FlowRide Concepts: a professional collaboration of designers, builders, creatives, entrepreneurs, and above all, guys with a passion for riding. We founded the company here in Colorado, drawn together by our common mission—to create top-flite progressive and sustainable riding destinations.

Trails we've ridden across the continent and builds we've done coast to coast have gained us an expert knowledge of current trail development standards plus a real feel for what today's rider demands. Our experience planning & designing a great rider experience leads us to build upon each terrain's unique assets, crafting every trail's lines and features to allow for rider progression at each skill level.

Early on we establish our expectations for safe work practices and for the professionalism of the crews we direct and work alongside. Our experience tells us that the hands-on, wheels-on expertise of every team member will be key to all successful builds. We're proud of the excellent safety record compiled by the parks and trails we design and build, with no serious accidents or liability claims resulting from our many years of building together as a team. In the end, our work will stand as our witness: to the high standards we achieve in design and rider experience as well as our top-notch finished product.



STATEMENT OF BIDDERS QUALIFICATIONS

1. Company Name: FlowRide Concepts, LLC
2. How many years have you been engaged in this type of business? 7 years
3. List several companies and a person to contact with whom you have contracts:
- | | |
|--|---|
| A. <u>David Deitemeyer - Sr Landscape Architect</u> | B. <u>James Kovaly - Trails Coordinator</u> |
| <u>City of Colorado Springs 719.385.6515</u> | <u>Clear Creek County 303.845.0196</u> |
| <u>david.deitemeyer@coloradosprings.gov</u> | <u>jkovaly@co.clear-creek.co.us</u> |
| C. <u>John Feeney - District Maintenance Manager</u> | D. <u>Mike McGill - Parks and Open Space Division Manager</u> |
| <u>Estes Valley Rec & Park District 970.586.8170</u> | <u>Town of Erie 303.926.2799</u> |
| <u>john@evrpd.com</u> | <u>mmcgill@erieco.gov</u> |

4. Are any lawsuits pending against you or your firm at this time?

Yes ☐ No ☒ If yes, provide details: _____

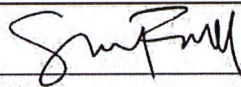
5. Have any charges been filed against you or your firm or the bidding entity with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission or any other similarly constituted entity charges by any state or local government with the enforcement of antidiscrimination legislation or regulations?

Yes ☐ No ☒ If yes, provide details: _____

6. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Idaho Springs in verification of the recitals comprising this Statement of Bidder's Qualification and that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated this 29 day of July, 2021

(Company Name): FlowRide Concepts, LLC

By: Shea Ferrell 
Title: President/Partner

BIDDER INFORMATION

COMPANY NAME: FlowRide Concepts, LLC

ADDRESS:

2661 Newland St. Wheat Ridge, CO 80214

CONTACT PERSON: Shea Ferrell PHONE NO.: 630.667.6319

EMAIL ADDRESS: shea@flowrideconcepts.com

FEDERAL TAX ID NO.: 47-0981470

Prompt Payment Discount Terms: % 10 calendar days % 20 calendar days %
30 calendar days % other (Please specify)

Are credit cards accepted? Yes No X

SIGNATURE PAGE

VCMP - Phase 1

ORDER FOR GOODS/SERVICES BID

The undersigned offeror hereby acknowledges that he/it has not entered into any agreement with any other offeror or prospective offeror or with any other person, firm or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from quoting, nor any agreement or arrangement for any act or omission in restraint of free competition among offerors.

Furthermore, said offeror has not disclosed to any person, firm or corporation the terms of said proposal or the price named therein.

In compliance with the terms and conditions of Bid for VCMP - Phase 1, the undersigned agrees to furnish any or all services upon which prices are offered on page two of this quote. Offeror hereby certifies that this quoted price is firm for a period of 60 calendar days from the due date specified in this Bid.

OFFEROR, the following must be fully completed:

Dated this 29 day of July, 2021.

SIGNATURE OF OFFEROR:

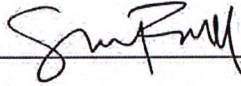
If an individual _____ d/b/a _____

If a partnership

By _____, member of firm

If a corporation

FlowRide Concepts, LLC a Colorado corporation

By Shea Ferrell  Title Owner/President

Telephone Number: 630.667.6319



PROJECT UNDERSTANDING

FlowRide owners have a sound understanding of the Virginia Canyon Mountain Park project from having attended early stage public meetings, consulted with COMBA staff on various site visits discussing trail opportunities and constraints, and from having a depth of experience constructing trails through comparable terrain in Clear Creek County. The Phase 1 multi-use trail at VCMP is a critical component of how this mountain park functions. It needs to accommodate a variety of users and provide a safe and fun experience for hikers and bikers alike to explore the mountain park and gain access to "The Hub", the Argo Landing and the future network of trails.

The build team must create a trail wide enough to accommodate uphill bike traffic and bi-directional hikers, and yet still provide a natural trail experience that meshes well with the existing topography. The canyon terrain is comprised mainly of steep, rock-covered slopes and special care must be taken to locate the trail and the climbing turns in a manner that allows users safe passage and a sustainable grade of ascent. Working closely with the CM at regular intervals throughout the project to review built trail and upcoming flagged corridors will allow for efficient communication and work flow during construction.

The Peak One hiking trail branching off from "The Hub" will provide users a hiking experience with a 'backcountry' feel and rewards the steep, rocky hike with panoramic views from the summit. Although different in character, both trails in Phase 1 require careful attention to finish details, drainage and durability to stand up to the Rocky Mountains' elements for years to come.



PROJECT APPROACH

Upon award of project, FlowRide owners/project leads would coordinate with client and CM to obtain current GPX data and begin refinement of trail corridor design. Once final alignments are flagged and approved by CM, and permits are secured, FlowRide will mobilize team and equipment to the Lower Landing and commence trail construction. Our team will operate on a daily basis with a crew of 2-4 owners/operators and staff depending on stage of the project. Our team will utilize 2 mini excavators, a tracked dirt hauler, a variety of sawyering equipment, hand tools and vibrating plate compactors for finished tread compaction. For daily site access and fuel/tool hauling, our team will rely on ATV's for transport up and down the newly constructed Trail #3 route.

While new trail corridors are under construction, areas will be clearly marked "Trail Closed; Under Construction" with temporary signage and any intuitive access points will be blocked with segments of orange construction fencing and/or heavy-duty caution tape. Caution tape will also be strung across strategic points of new trail to prevent unauthorized use. FlowRide is adept at operating with a light 'footprint' to avoid disturbance to land owners and their ongoing operations and maintain a safe work site.

The build team will carve the full bench trail into the steep canyon slopes of Rosa Gulch and incorporate/improve existing segments of trail when appropriate. Maintaining a sustainable trail grade and directing water with intentional grade reversals and drainage routes will be important through this Segment L.

Climbing out of the gulch and across the Cable Car corridor, the team will continue the sustained 6% average grade, while taking a strategic approach to the stacked turns of Segment M out on the steep face of the south facing slope. Proceeding back across slope towards the Cable Car, the team will be careful to observe the 30' setbacks from tower pylons. Segment N climbs up this corridor and gives an opportunity to create a winding 'ribbon' of trail for Cable Car riders to admire as they pass above. The build team will take great care with this rocky zone to create a trail tread suitable for novice hikers and uphill bikers alike.

Once builders have gained "The Hub", one team will split off to construct the Peak One hiking trail, employing hand-building methods and a mix of light-touch mechanized methods when possible. This trail will primarily consist of boulder steps, rock-armored trail and full-bench trail when appropriate.

Continuing on Segment O climbing above "The Hub", teams will take special care locating the numerous climbing turns along this increasingly steep and rocky slope. When necessitated, builders will construct rock-retaining walls to support these structured turns and allow for climbable grades throughout. Upon nearing 80% overall completion, FlowRide will schedule an inspection with the CM and establish a punch list of remaining items to be handled while trail construction is completed.

FlowRide Concepts has a stellar safety record that is free of any accidents for more than seven years running. Our team adheres to internal safety protocols and relies on a depth of experience constructing trails throughout the Rocky Mountains. Our owner/operators are in the field working alongside our experienced core team to ensure safe and efficient project operations.



PROJECT TIMELINE

PROPOSED PROJECT SCHEDULE

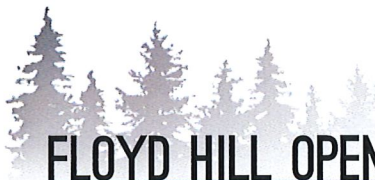
Understanding that the preferred timeline for VCMP Phase 1 would be Fall 2021, we'd like to propose a later schedule that would still allow for a May 2022 completion date. The FlowRide team is currently under contract on two projects with late Fall 2021 completion dates, including the 7 mile Daniels Pass trail project in North Cheyenne Canyon, Colorado Springs.

We prefer to give each project the attention of our core owners/operators and in order to do so, we'd propose our next best availability which would be targeting a late fall start date, building through winter months as conditions allow, and still finishing no later than May 2022.

Proposed Timeline _ 2021-2022

Task	December				January				February				March				April				May			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Construction Period																								
Weekly Client Meetings																								
Project review, punchlist and completion																								

 Task
 Client Review



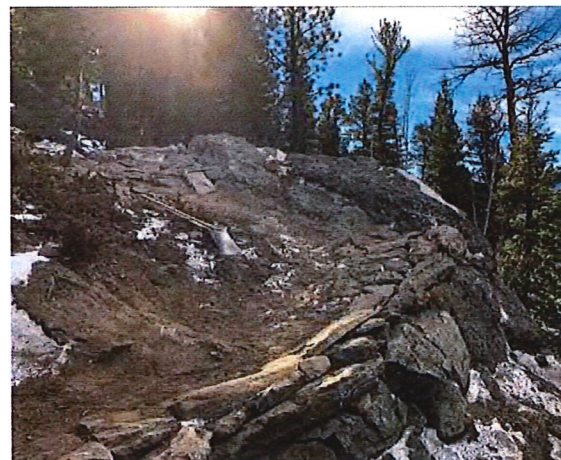
FLOYD HILL OPEN SPACE TRAIL SYSTEM – EVERGREEN, CO

2018/2019

FlowRide was hired by Clear Creek County and COMBA (Colorado Mountain Bike Association) in the fall of 2018 to deliver some bike-optimized all-mountain trails to the recently developed Floyd Hill Open Space trail system. County crews had hand-built nearly 2 miles of new trails, and quickly recognized the need for improved flow, drainage, and custom rockwork to ensure the longevity of the twists and turns of this Front Range singletrack. FlowRide staff expertly crawled our machines into the rocky, steep, forested slopes and transformed the existing trail into a dynamic and sustainable bi-directional trail that accomodates a variety of users and skill levels.

PROJECT DATA

- Sculpt 1/4 mile beginner-friendly flow trail connector segment
- Improved drainage and flow on 1 mile existing trail segment
- Machine/hand-built 10 bi-directional bermed/climbing turns
- Built boulder retention walls and rock-armored trail sections
- Achieve sustainability by design for flow & erosion control
- Awarded contract for spring 2019 downhill trail construction





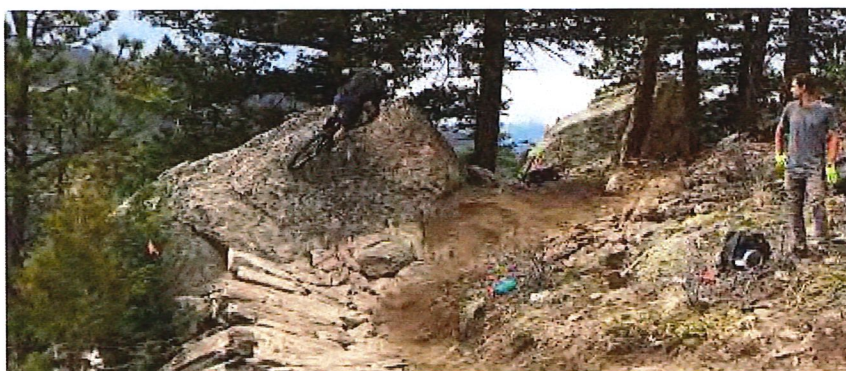
THE SLUICE DOWNHILL TRAIL

EVERGREEN, CO MAY-JULY 2019

All along Colorado's Front Range there existed not a single purpose-built bike-only downhill MTB trail...until now, 2019! When we at FlowRide won the bid to design and build Floyd Hill Open Space's new directional downhill trail, we spared no pains to make it memorable. Our challenge was to craft ancient craggy bedrock and steep, forested slopes into progressive lines and iconic features. High up on the site's "dragon's back" rock spine, after tons of puzzle-piecing boulders and slabs together, our team crafted expert-level rock features into lines that descend 300+ vertical feet down the slope's 20-30% grade spine. This is just one of the many advanced option lines that supplement the intermediate-level main trail, a fast and fun descent, chalk-full of rock features, sweeping berms, rollers, jumps, and drops. This action-packed downhill trail will keep riders coming back time after time, linking together new features and option lines, for a new experience every ride. With a trail and terrain as unique as this, our crews are maximizing every linear foot of trail to deliver something special very soon to the eagerly awaiting riders along the Front Range.

PROJECT DATA

- Design/Build purpose-built bike-only downhill MTB trail
- Sculpt range of berms, wallrides, rock drop w/ native bedrock
- Integrate native bedrock formations into terrain-inspired design
- Employ test ride protocols to minimize risk & achieve flow
- Attract range of skill levels with intermediate/expert progression
- Achieve sustainability by design for flow & erosion control





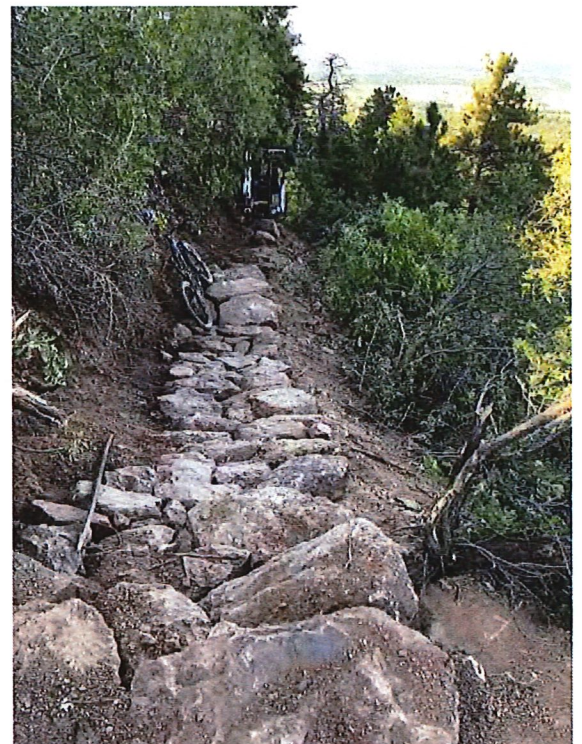
CHUTES DOWNHILL TRAIL - COLORADO SPRINGS, CO

AUG-OCT 2019

Over the past couple years building trails in Colorado Springs, we've found it's always important that we approach construction with open eyes and ears to the local's needs. Starting with bike-optimized trails and a youth bike park, we quickly proved that we can adapt our experience to build sustainable and progressive trails while remaining true to the established expectations and character of the local trails and riders. The City took notice and entrusted us with modernizing a long-established multi use trail system and creating an intermediate downhill bike trail, which has since become a locals' favorite. Together with the client, a rider himself, we came up with a practical approach and schedule for re-routes, closures and trail improvements that would put minimal impact on trail access during construction and provide riders and hikers with a much safer directional trail network. We also came up with solutions to maintain the technical and progressive feel that locals had come to expect. From armoring several hundred feet of trail and berms with imported rock, to adding options and features along the original corridor, we were able to convert any skeptics who worried their old trail would be watered down. The consensus is that Colorado Springs locals will continue to invite us back to improve their favorite riding spots as well as foster the evolution of their future bike trails and parks.

PROJECT DATA

- 1.25 mile intermediate downhill trail
- 1/2 mile advanced trail option w/rock armored berms, drops and jumps
- Bike-optimized bi-directional climbing trail





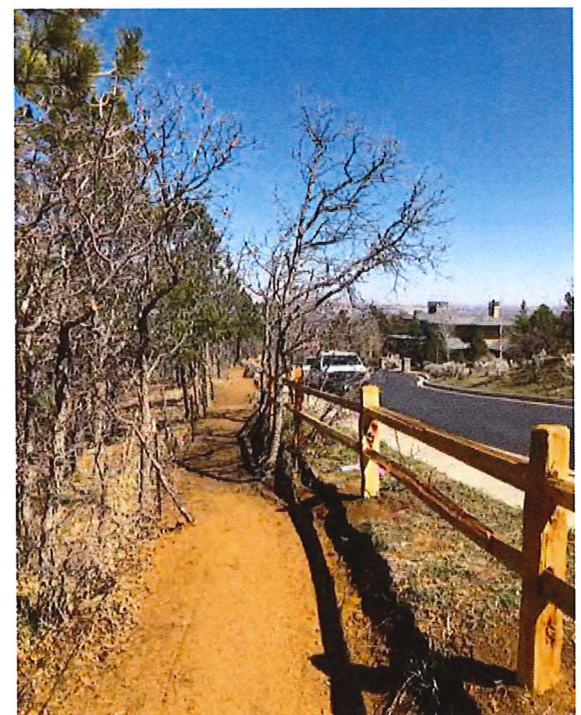
STRATTON OPEN SPACE TRAILS - COLORADO SPRINGS, CO

NOV-DEC 2019

FlowRide Concepts was contracted to construct a series of new multi-use connector trails throughout Stratton Open Space in Colorado Springs during fall 2019. Several of the existing trails in the network were outdated and in a state of disrepair due to unsustainable trail alignments and erosion issues. Coordinating with city staff, FlowRide crews decommissioned these segments of the existing trail network and constructed new trail segments that optimized the topography on site to provide improved connections between trailheads. Featuring sweeping turns and rolling contours, these trails provided a modernized trail experience for the numerous hikers and bikers that frequent Stratton Open Space. Rock armored bridge abutments and two rail split cedar fencing were some of the details that FlowRide staff carefully installed to ensure the safety and longevity of select trail segments.

PROJECT DATA

- Built 1/2 mile new multi-use singletrack trail
- Rehabilitate bridge crossings, rock armored abutments
- Installed 300+ LF of two rail split cedar fencing
- Decommissioned 1/2 mile existing trail





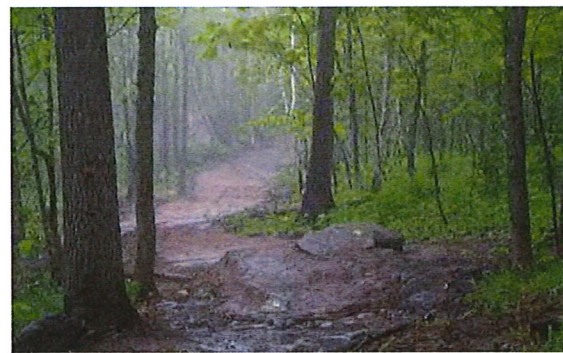
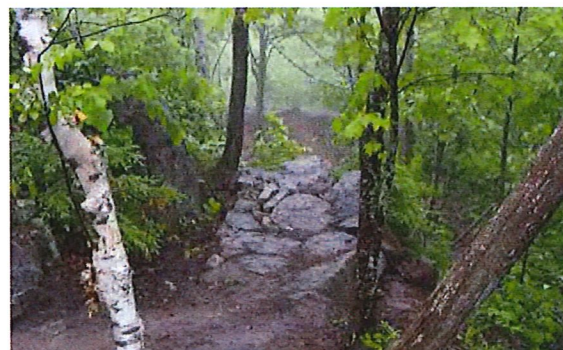
SPIRIT MOUNTAIN BIKE PARK – DULUTH, MN

2013-2014

With part of our FlowRide crew hailing from the Midwest, we're excited at the region's newfound enthusiasm for the gravity biking scene we've been importing from Colorado. We rolled into Duluth in 2013 to help Spirit Mountain introduce our passion for flow to their majority hardtail and cross-country crowd. Our first trail was constructed to cater to cyclist opposites: those who catch a lift up to the top, and those who prefer climbing a bike up to their descent. We built our green flow trail for both—to be a fun, fast, and friendly downhill green flow trail on weekends... and a leg-burning cross-country climb for riders to earn their turns on the return descent. With "Happy Camper" quickly and safely showing green riders the ropes, 2014 saw us back at Spirit Mountain pushing our creative limits as builders along with the skills of their riders. We added blue/black freeride trails, wood ladder bridge/drops and gap jump options to Spirit Mountain's freeride and expert jump-trail offerings. Surviving two weeks of building Wildcat and Boss Hog in near swamp-like conditions at the top of the hill, we were ready to undertake the "Progression Zone" at the base of Spirit Mountain. It's designed to test and develop riders' skills, previewing jumps, terrain and features encountered while riding lift-access trails up top: beginner rollers/berms, wood ladder bridges/drops, and progressive jumps, all offered with a fun factor high enough to keep riders swinging by for more.

PROJECT DATA

- Designed/built green flow trail, blue & black freeride trails
- Created Progression Zone skill-building area
- Fabricated slopestyle ladder bridge/drops onsite
- Controlled drainage w/rock armoring & bridged crossings
- Innovated green bi-directional flow/xc climbing trail
- Laid rockwork trails & utilized natural rock outcroppings





COLER PRESERVE FLOW TRAIL – BENTONVILLE, AR

JUNE 2016

The mission for our 2016 callback to Arkansas? Build us more of that signature FlowRide trail! Now, already Bentonville boasts hundreds of miles of mountain bike trails of every description, but we'd focus on one of our favorite styles, a flowy blue jump trail. When the dust settled, the machine-built and clay-capped red dirt roller coaster we put in the ground was described by a fellow builder as "like riding a Hot Wheels track!"

Two challenges facing our two-phase build were that summer's cloudbursts and limited access for running material into the trail. But the biggest test? How to gain a feel for this trail when the prime contractor left two large drainage draws unbridged till near the end of our build. These gaps scuttled our normal process of building seamlessly, top to bottom. We had three separate sections of trail—and only our eyeballs and experience to predict crossing location and speed, ensure proper spacing and alignment, and achieve a consistent progression of velocity and air throughout.

Despite this blue being one of our toughest wooded trail builds to date, we fought through all odds to sculpt a friendly, flowy and fun trail that will be a riders' training ground on speed, turns and air for years to come. It may be as close as some local NW Arkansas bikers get to the feeling of riding our lift-access jump trails, but after learning the ropes riding "Fire Line," they'll be ready to load up on a chair lift and drop in anywhere!

PROJECT DATA

- Machine build, hand finish 1 mile downhill blue jump trail
- Craft natural features, rollers, jumps & berms
- Construct site-sensitive trail through old-growth forest
- Rock-armor features and drainages for sustainability
- Completed 2016





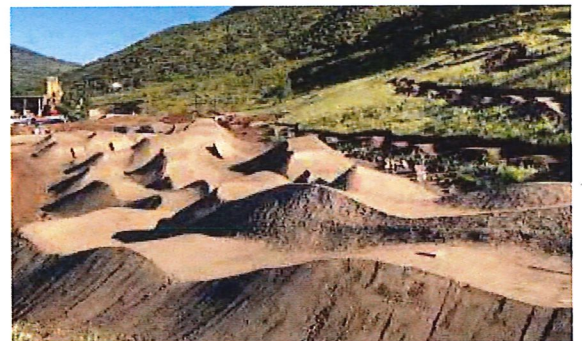
MINTURN BIKE PARK – MINTURN, CO

MAY-JULY 2020

FlowRide was contracted in 2018 to design, and later construct, this bike park destination in an under-utilized open space area just south of downtown Minturn. Working with Vail Valley Mountain Trails Alliance and the Town of Minturn, our goal was to create an exciting system of gravity-fed skills trails, jump lines, all-mountain flow trails, dual slalom track and a large pump track. FlowRide crews sculpted the trails and features, installed a number of prefabricated ramps and completed phase 2 of the park in July 2020. The result has been awesome and riders have come from all over the valley to experience this new riding venue. Phase 3 coming in spring 2021!

PROJECT DATA

- Master-planned and constructed 7-acre bike park
- Sculpted beginner-advanced pump track
- Constructed beginner-advanced drop zone
- Built green, blue & black dirt jump trails
- Created skill and flow trails for rider progression





BELLA VISTA TRAIL SYSTEM – BELLA VISTA, AR

MARCH-APRIL 2016

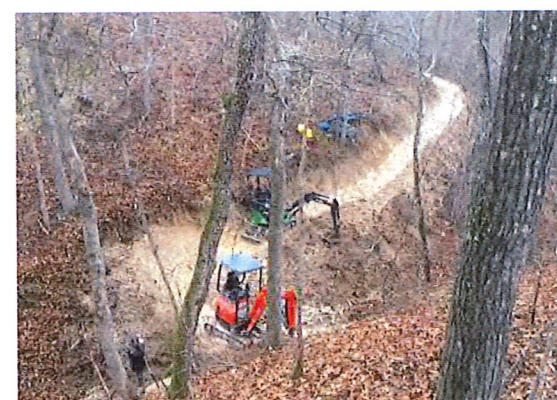
Northwest Arkansas is quickly becoming a riding destination to be reckoned with. In just a few years their bike path, trail and park offerings have expanded to form one of the most expansive systems of its kind in the country. Earlier in 2016, FlowRide signed on to participate in the construction of another large trail network, this one located in Bella Vista, AR. Coming into this project they told us to 'do our thing,' and we were happy to oblige.

Our piece of trail dropped into a section of land long-used as an illegal dump site, then cut down into steep ravines and draws, so we had our work cut out for us. Bobbing and weaving our way through the flat plain of thorny brush, we laid down a family-friendly, yet fun and flowy stretch of intermediate singletrack optimized for the descent, yet mellow and wide enough to accommodate hikers and riders climbing back up for more. Before we had it halfway built, our trail had become a favorite descent of curious local mtb's. We capped off our section with a signature gully crossing complete with 24" culvert and stout rock wall to link it up to another crew's (there were 5!) section.

We took the positive feedback to heart and continued to integrate our creative vision and flow into the remainder of 2.2 miles of climbs and descents that we sculpted through the forest at Bella Vista. In the end, the Arkansas crowd wound up with FlowRide's high quality, sustainably-finished trail that will challenge their seasoned riders and a progression zone that will build their neighborhood kids' mtb skills for years to come.

PROJECT DATA

- Machine-built, hand-finished 2.2 mile single track trail
- Crafted natural features, rollers, rock gardens and berms
- Constructed site-sensitive trail through open space
- Rock-armored features and drainages for sustainability
- Completed 2016





KEY PERSONNEL

Shea Ferrell - Founder/Designer/Operator

Shea Ferrell's passion for mountain biking merged with his career track 10 years ago during his tenure as a senior designer with a leading landscape architecture and land-planning firm, DHM Design in Denver, Colorado. There he advocated his vision for incorporating mountain bike parks and trails into resort master planning, and was named project lead for the plans/design phase of the six-acre Frisco Bike Park. After collaborating with DHM and the Town of Frisco to win a \$200,000 GoCO matching grant for its construction, he co-founded Flowline Trail Design and led his crew in building its green, blue, and black slopestyle trails, a dual slalom course, its pump track and beginner/intermediate/advanced lines at its elite dirt jump park. The success of this, one of Colorado's first full-scale municipal bike park, launched Flowline's, and now FlowRide Concepts' continuing collaboration with the International Mountain Bike Association as a preferred builder of the Trail Solutions division. Ferrell and his team have completed builds across the U.S. from Coldwater Mountain, AL to Spirit Mountain in Duluth, MN to Steamboat Springs, CO to Flagstaff, AZ—and recently, halfway around the world in Beijing, where Shea teamed to build the first mountain bike park in China. As the lead designer/consultant at FlowRide, he has assessed and designed mtb parks and trails throughout the U.S., including recently in St. George, UT, Colorado Springs, CO, Marin County, CA and Portland, OR. Ferrell brings a unique approach and skill set that follows through from design and construction into graphics, signage, branding and social media/marketing to move bike parks from initial vision into reality.

Professional Highlights

Co-Founder/President, FlowRide Concepts, 2014-Present

Co-Founder, Flowline Trail Design, 2010-2013

Senior Designer, DHM Design, Denver L.A./ Land Planning Firm 2005-2011

Recent Projects

Minturn Bike Park - Minturn, CO

Peak Expeditionary Bike Park - Wheat Ridge, CO

El Pomar Youth Bike Park - Colorado Springs, CO

Broomfield Bike Park - Broomfield, CO

St. George Bike Park Master Plan - St. George, UT

Beck Lake Bike Park - Cody, WY

Colorado Springs Bike Park Master Plan - Colorado Springs, CO

Cottage Grove Bike Park - St. Paul, MN

Coler Preserve Trails - Bentonville, AR

Whistle Punk Trail - Alsea Falls Recreation Area, OR

Stafford Lake Bike Park - Marin County, CA

Fort Tuthill Bike Park - Flagstaff, AZ

Langfang Bike Park - Guan, China

Bear River Bike Park - Steamboat Springs, CO

Spirit Mountain Bike Park - Duluth, MN

Coldwater Mountain Hare Trail - Anniston, AL

Frisco Bike Park - Frisco, CO

Education/Certifications

Board Member - PTBA (Professional Trailbuilders Association)

BoFA—Colorado State University, design major, 2003



KEY PERSONNEL

Casey Ferrell - Partner/Operator

Casey Ferrell's fixation with mountain biking began immediately upon arrival at Colorado State University. It persisted all along his track toward a BoFA degree at CSU in graphic design. His graphics skills developed in parallel with his pursuit of his "MTB degree" on the sales and service floors of area bike shops. Those wrenching and sales gigs financed his first full-on freeride bike, and, as they say, it was all downhill from there. With degree in hand, Casey had a single-track mind: furthering his post-grad studies in the realm of mtb trail design/build. After long touting the need for more gravity-fueled trails and skills parks, Casey signed on with build crews on a hand-built temporary bike park in Commerce City. He then labored with IMBA and COMBA volunteer crews constructing Golden Bike Park. One afternoon found him in the cockpit of a skidsteer, and he proved a natural at the controls. His design and spatial sense guide his operator's touch at shaping contours to safely launch and catch riders as well as to shed runoff and minimize future maintenance. Casey earned his stripes as a founding member of Flowline Trail Design by advocating for, designing and building Frisco Bike Park. His efforts on our builds from Coldwater Mountain, AL...to Spirit Mountain in Duluth, MN, Steamboat Springs, CO, and Marin County, CA marked him as a core player in elevating the sustainability and finish of FlowRide Concepts' trails to the top echelon of the design/build industry. Additional expertise: optimization of operations for efficiency, equipment maintenance, sustainable construction of ladder drops, wall rides & wood skills zone features, and accreditation with Professional Trail Builders Association.

Professional Highlights

Owner, FlowRide Concepts, 2014 - Present

Owner, Flowline Trail Design, 2010-2013

Full time laborer, builder - Frisco Bike Park - Frisco, CO 2010 - 2012

Recent Projects

Minturn Bike Park - Minturn, CO

Peak Expeditionary Bike Park - Wheat Ridge, CO

El Pomar Youth Bike Park - Colorado Springs, CO

Broomfield Bike Park - Broomfield, CO

Beck Lake Bike Park - Cody, WY

Colorado Springs Bike Park Master Plan - Colorado Springs, CO

Cottage Grove Bike Park - St. Paul, MN

Coler Preserve Trails - Bentonville, AR

Whistle Punk Trail - Alsea Falls Recreation Area, OR

Stafford Lake Bike Park - Marin County, CA

Fort Tuthill Bike Park - Flagstaff, AZ

Langfang Bike Park - Guan, China

Bear River Bike Park - Steamboat Springs, CO

Spirit Mountain Bike Park - Duluth, MN

Coldwater Mountain Hare Trail - Anniston, AL

Frisco Bike Park - Frisco, CO

Education

BoFA—Colorado State University, graphic design major, 2008

MEMBER IN GOOD STANDING

THIS CERTIFIES THAT

FlowRide Concepts

Has met all requirements to remain a current member in
good standing of the Professional Trailbuilders
Association for the year

2021

January 31, 2021

DATE

PTBA
Professional Trailbuilders Association



A handwritten signature in black ink, appearing to read 'A. Kay', is written over a horizontal line.

AARYN KAY
Executive Director



PROJECT REFERENCES

CHUTES DIRECTIONAL TRAIL/STRATTON OPEN SPACE TRAILS

David Deitemeyer - Senior L.A./Project Manager

City of Colorado Springs Parks, Recreation and Cultural Services

ph: (719) 385-6515

e: ddeitemeyer@springsgov.com

FLOYD HILL OPEN SPACE TRAILS

James Kovaly - Trails Coordinator

Clear Creek County

ph: (303) 845-0196

e: jkovaly@co.clear-creek.co.us

STANLEY SKILLS PARK

Todd Plummer - Owner's Rep.

Estes Park Cycling Coalition

ph: (303) 810-4258

e: tmplummer@aol.com

LOWER NPR TRAIL

Matt Barnard - Parks and Rec Project Manager

City of Steamboat Springs

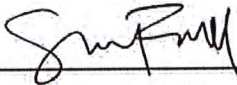
ph: (970) 871-7043

e: mbarnard@steamboatsprings.net

10.3.1 Bid Sheets

Contractor: FlowRide Concepts

Trail 3 - Rosa Gulch Trailhead to Summit (Bikes Climbing Only)					
Segment	Pay Item	Unit	Est Qty	Unit Price	Item Total
Misc	Mobilization & Demobilization	Lump Sum	1	\$ 7,500.00	\$7,500.00
	Refine Design & Install Field Control	Lump Sum	1	\$ 5,000.00	\$5,000.00
	Project Management & Meetings	Lump Sum	1	\$ 3,500.00	\$3,500.00
Segment L	Construct Trail Tread	Linear Foot	2,376	\$ 12.00	\$28,512.00
	Climbing Turns	Each	6	\$ 1,500.00	\$9,000.00
Segment M	Construct Trail Tread	Linear Foot	1,584	\$ 14.00	\$22,176.00
	Climbing Turns	Each	3	\$ 2,000.00	\$6,000.00
Segment N	Construct Trail Tread	Linear Foot	3,960	\$ 16.00	\$63,360.00
Segment O	Construct Trail Tread	Linear Foot	11,880	\$ 14.00	\$166,320.00
	Climbing Turns	Each	13	\$ 2,500	\$32,500.00
TOTAL	PRIMARY SCOPE				\$ 343,868
	Additional Scope				
					\$
					\$
TOTAL	ADDITIONAL SCOPE				\$

Signature: 

Name of Principal / Authorized Representative: Shea Ferrell

Date: 7/29/21

Contractor: _____

Trail 7a - Peak 1 Hiking Only (North)					
Segment	Pay Item	Unit	Est Qty	Unit Price	Item Total
Misc	Mobilization & Demobilization	Lump Sum	1	\$ 500.00	\$ 500.00
	Refine Design & Install Field Control	Lump Sum	1	\$ 450.00	\$ 450.00
	Project Management & Meetings	Lump Sum	1	\$ 350.00	\$ 350.00
Segment S	Construct Trail Tread	Linear Foot	1594	\$ 18.00	\$ 28,692.00
TOTAL	PRIMARY SCOPE				\$ 29,992.00
	Additional Scope				
					\$
					\$
TOTAL	ADDITIONAL SCOPE				\$

Signature: Shea Ferrell

Name of Principal / Authorized Representative: Shea Ferrell

Date: 7/29/21



FLOWR-1

OP ID: EB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2021

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 Arrow Insurance Mgt - Frisco P.O. Box 5000 Frisco, CO 80443 Erica Baum	970-668-3500	CONTACT NAME: Erica Baum	
		PHONE (A/C, No, Ext): 970-668-3500	FAX (A/C, No): 970-668-3342
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Pinnacol Assurance	41190
		INSURER B: National Union Fire Insurance	
		INSURER C: Penn-Star Insurance Company	
		INSURER D: Hiscox Insurance Company, Inc	
		INSURER E: Guard Insurance Companies	14702
		INSURER F: Liberty Mutual Insurance	23043

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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PAV0218764	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
E	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			FLAU148886	04/10/2020	04/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EBU020434701	05/19/2020	05/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
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	4192864	06/01/2020	06/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab			ANE4466519.20	05/19/2020	05/19/2021	Prof Liab \$ 2,000,000
F	Inland Marine			BMO58736452	04/10/2020	04/10/2021	Leased Eq \$ 150,000

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

Certificate holder is listed as additional insured for ongoing operations per written agreement.

CERTIFICATE HOLDER

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



POINT OF CONTACT

Please direct any inquiries to:

Shea Ferrell - Partner/President
FlowRide Concepts, LLC

2661 Newland St.

Wheat Ridge, CO 80214

ph: (630) 667-6319

e: shea@flowrideconcepts.com

Office of the City Administrator

To: Mayor and City Council
From: Andrew Marsh
Date: August 9, 2021
Subject: Administrative Update

Requests for Action:

- Motion to approve a proposal from Flow Ride Concepts in the amount of \$373,860 to construct Phase 1 trails in Virginia Canyon Mountain Park.

Updates:

- The Mayor and staff met on July 22 with representatives of the Colorado Department of Local Affairs.
- The Mayor and staff met on July 22 with representatives of the Block 57/Gold Digger Field project.
- The Mayor and staff met on July 22 with CDOT regarding the Transit Center project.
- The Mayor and staff met on July 23 with HDR regarding the Transit Center/Mobility Hub project.
- The Mayor and staff met on July 23 with JVA to review the plans for project 1 of the Public Works Facility project.
- The department heads and I met on July 27 with CIRSA, the City's insurance provider, regarding the annual property survey.
- Staff met on July 28 with Raftelis regarding the project to update water and sewer rates and the financial plan for the Water Enterprise.
- The Mayor, HDR and staff met on July 28 with representatives of CDOT and the Division of Transit and Rail regarding the Transit Center Project.
- The Mayor, John and I attended on July 30 an I-70 Westbound Mountain Express Lane Project Thank You Breakfast sponsored by CDOT at the Game Check Station.
- The Mayor and I attended on July 30 the Project Leadership Team meeting for the I-70 Floyd Hill Project.
- The Mayor, John and I met on August 2 with JVA regarding possible improvements to the 16th Avenue hill between Wall Street and Virginia Street.
- Jerad and I met on August 3 with developers regarding their proposed tourist-oriented project on the Silver Spruce property west of the ballfields.
- The Mayor, Jon and I attended on August 3 the bi-weekly meeting with Downtown Colorado Inc. regarding the Transit Center Project.
- Jerad, Jon and I met on August 3 with COMBA to review the proposals received for construction of trails at VCMP and to discuss next steps.

- Attended weekly City management team meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly City COVID-19 Economic Recovery Task Force meetings.
- Attended bi-weekly Downtown Improvements Work Group meetings.
- Attended bi-weekly Clear Creek Resiliency Collaborative meetings regarding response to and recovery from the COVID-19 Pandemic.
- Attended bi-weekly COVID-19 Local Government Coordination Conference Calls with State agencies sponsored by DOLA.

Upcoming Events:

- I will be on vacation August 5 through August 17.
- The HPRC will meet on Tuesday, August 17 at 5:15 p.m. to consider Hose House No. 2 Restoration Plans and the Library Landscape Plans.
- The KGOAT 26th Anniversary Party will be held on Saturday, August 28 from 1:00-7:00 p.m. at the United Center.
- Save the date: Friday, October 29 at Blackstone Rivers Ranch. Party to celebrate the service of Mayor Hillman, Mayor Pro Tem Boland, and City Clerk Breece to the City of Idaho Springs.



CLEAR CREEK RADIO

KYGT 'THE GOAT'

102.7 - 103.9 LPFM

July, 2021

This is a big year for KGOAT. On February 5th we celebrated the station's 26th anniversary. On August 28 we are throwing ourselves a party and you and your staff members are invited. We planned to have the party last year for our 25th anniversary but it was cancelled due to COVID concerns. Now we're trying again.

Our party venue will be the United Center at 1440 Colorado Blvd in Idaho Springs. A section of the street beside the Center will be closed to accommodate our plans.

Live music will be performed from 1pm until 7pm inside the United Center. Food and beverages will be provided outside and we'll have a sound speaker out there to ensure no one misses any of the music while they eat.

Please plan to join us on August 28. Stop by for a while or come and stay all afternoon. It's going to be a great party – one you won't want to miss.

We could never have come this far without the generous community support we have enjoyed over the past 26 years.

26 years of community radio in Clear Creek County. Who would have imagined it?

Phyllis Adams
President
Clear Creek Radio

303-567-4628

WWW.CLEARCREEKRADIO.COM

PO BOX 1419 IDAHO SPRINGS CO 80452-1419

Jurisdiction Building Performance Report

IDSP - Idaho Springs

Date Range: 07/01/2021 - 07/31/2021

		Residential				Commercial						One Stop				Land Use		Misc		Planning		Public Works		Subdivision		Zoning		Total	
		Residential Alteration		Residential Miscellaneous		Residential One Stop		Commercial New		Commercial Alteration		Commercial Miscellaneous		Commercial One Stop															
Application Activity																													
Number of Inspections		0	4	0	0	0	16	7	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	33	
Number Passed		0	3	0	0	0	13	6	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	
Application Passed %		0.00 %	75.00 %	0.00 %	0.00 %	0.00 %	81.25 %	85.71 %	0.00 %	50.00 %	50.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	75.76 %	
Completed on Sched Date																												97.56 %	
Permit Activity																													
Applications Filed		0	2	0	0	2	0	3	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	
Applications - Applications		0.00	9,011.00	0.00	0.00	25,000.00	0.00	291,511.56	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	353,522.56	
Permits Issued		1	4	0	2	0	0	2	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13		
Applications - Issued		68,000.00	42,383.00	0.00	0.00	25,000.00	0.00	190,000.00	0.00	0.00	37,450.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	362,833.00		
Application w/ 6 wk days submit to issue		12	6	0	2	0	0	20	0	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		
Total fees billed		677.44	1,039.53	0.00	0.00	160.00	0.00	3,621.13	0.00	0.00	252.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,750.10		
g fees/permit (billed)		677.44	259.88	0.00	0.00	80.00	0.00	1,810.57	0.00	0.00	63.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	442.32		
Total fees paid		1,866.80	1,935.16	0.00	0.00	575.00	0.00	6,823.04	0.00	0.00	515.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,815.00		
g fees/permit (all fees)		1,866.80	483.79	0.00	0.00	287.50	0.00	3,411.52	0.00	0.00	153.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	908.85		
Issued Permits																													
Number of Voided permits		1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2		
Annual Reviews - Submittals																													
Total Submittals Received		0	3	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7		
Submittals Received		1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2		
Total Submittals Received		1	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9		
Approved Submittals		1	4	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		
g Days In Review		2	5	0	0	0	0	8	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29		
Annual Reviews - Reviews																													
Total Plan Reviews Completed		1	5	0	0	0	0	3	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11		
Total Plan Reviews Created		1	4	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9		
Total Approved Plan Reviews		1	4	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		

To: Mayor and City Council
From: Diane Breece, City Clerk
Date: August 6, 2021
Subject: Staff Report

- ✓ Packet review/prep, minutes, special events, payroll, short term rentals
- ✓ Packet prep for candidates who wish to run for office. Packets are available August 3, @ 9:00 am

Request for action: Move to approve Andrew Marsh to be a signer on all accounts with Evergreen Nat'l Bank and City Wide Banks.



CITY OF IDAHO SPRINGS
1711 Miner Street
P.O. Box 907
Idaho Springs, CO 80452-0907
Telephone (303) 567-2400
FAX (303) 567-0124

TO: MAYOR and COUNCIL
FROM: JOHN BORDONI
DATE: AUGUST 9 2021
Re. STAFF REPORT

STREETS & PARKS

General parks maintenance
Equipment repair & services
Pothole repair
Dirt road repairs
Sweep streets
Clean up mud and debris from recent heavy rain storms
Flush and clean little Bear vault and stream from heavy rains

COLLECTION & DISTRIBUTION

Water Meter reading and repairs.
Locates for contractors
Wastewater man hole cleaning and jetting

Repair water service line at 2016 Riverside Drive.

WATER & WASTEWATER

The one AGS basin is in operation. Had a few glitches the crew worked out, Now the system is in operation for the most part running and smoothly. The new AGS basin will be ran for a couple of weeks, then the second SBR basin will be taken out of service, cleaned and disassembled in preparation to install AGS equipment. Current AGS basin is operating very well, operating on auto with no issues so far. Soon Fisher construction will start the demo of the 2nd SBR tank.

Second SBR has been cleaned and emptied, demo has started on old system. Currently removing cement walkways and divider walls.

JOHN BORDONI

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

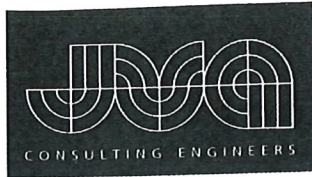
Re.: Request for Action

Motion to approve:

Move to approve 17,200.00 to JVA Engineering Inc. for civil engineering services related to 16th and Wall St. from line # 21-00-5103

This proposal provides engineering and construction documents for surfacing and replacement of City utilities on Wall Street. The construction documents will be prepared and ready for construction after the habitat for humanity has installed the necessary utilities for their housing units.

JOHN BORDONI



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

August 4, 2021

www.jvajva.com

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

Reference: City of Idaho Springs – 16th Avenue Improvements
Letter Agreement for Civil Engineering Services

Dear Andy:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the City of Idaho Springs (City). The estimated scope and fees are for the 16th Avenue Improvements project located north of Virginia Street. JVA has chosen to associate with Clear Creek Surveying for the topographical survey services required.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. An evaluation of potential improvement options for that portion of 16th Avenue north of Virginia Street extending to the northern intersection of the access drive referred to as Wall Street resulted in identifying that no viable option exists to reduce the slope of 16th Avenue in this area; however, a betterment could be achieved by adding concrete drainage pans or curb and gutter to each side of 16th Avenue and connecting them to the existing curb and gutter south of Virginia Street to transport storm runoff on 16th Avenue and alleviate street washouts. In addition, it is proposed to pave that portion of 16th Avenue north of Virginia Street within City ROW and replace City potable water and sanitary sewer lines within the proposed roadway improvement area.

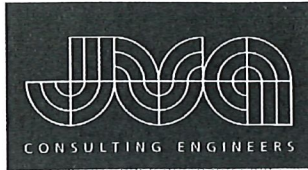
For purposes of this proposal, we have included Basic Services for the development of the site alone. If additional roadway and utility infrastructure is required outside this area, we have assumed that this will be negotiated separately. Based on this information and our understanding of the design efforts required for roadway improvement projects, the civil engineering services anticipated for this project include the following detailed tasks:

Task 1 – Topographical Survey

1. JVA will subcontract with a surveyor to obtain detailed topographical information, existing utilities and facilities, drainage features, driveways, and easements within the City's right-of-way (ROW) where improvements are proposed. The survey will rely on existing County GIS mapping and property pins to establish the roadway ROW lines (this is not a boundary survey, land survey plat, or right of way plat).

Task 2 – Construction Document Preparation

2. JVA will develop construction plans and technical specifications for that portion of 16th Avenue to be improved and as summarized above. The final design deliverable will include the following estimated drawings:



- a. Cover Sheet
 - b. Legend, Notes and Abbreviations
 - c. Erosion Control Plan
 - d. Erosion Control Details
 - e. Roadway Plan and Profile
 - f. Roadway Details
 - g. Roadway Cross Sections
 - h. Water and Sanitary Sewer Plan and Profile
 - i. Utility Details
3. JVA will attend a coordination and/or review meeting with the City to complete the construction document preparation process and prepare a final engineer's opinion of probable cost.

Task 3 – Bidding Assistance

4. JVA will provide clarification to the contract documents through issuance of any needed addenda. We will review alternates and substitutions proposed by bidders if the construction documents permit alternates and substitutions.
5. JVA will attend the pre-bid conference and prepare minutes of same. We will review the bids for conformance to the project requirements, prepare a bid tabulation, and provide a letter of recommendation for bid award.

Task 4 - Construction Contract Administration

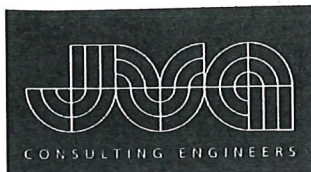
6. JVA will assist the City with contract award and execution of contract documents.
7. We will attend the pre-construction conference and prepare minutes of same.
8. JVA will provide review and approval of product submittals and shop drawings. We will respond to contractor Requests for Information (RFI's), issue any change orders and review contractor pay applications for approval by the City. We will attend regular site visits and associated construction progress meetings. Preparation of minutes for construction progress meetings is not included and is assumed to be the responsibility of the contractor.
9. JVA will prepare punch lists for substantial completion and final completion and assist the City with project closeout.

BASIS OF PAYMENT

JVA proposes to complete the proposed scope of work under JVA's current on-call services Agreement with the City.

The basis of payment for the scope of work described above for Tasks 1 and 2 will be monthly billings based on a percentage of Lump Sum completed to date plus standard reimbursable expenses of mileage, printing and express delivery.

The basis of payment for the scope of work described above for Tasks 3 and 4 will be on a Time and Materials (T&M) basis, with an estimated fee listed below, to allow for uncertainties in the scope of services that will be required and varying levels of effort required over the period of



construction. JVA will submit monthly invoices based on the time expended at the current hourly rate plus standard reimbursable expenses of mileage, printing and express delivery.

Basic Engineering Services

Task 1 – Topographic Survey and Surface Locating Utilities	\$ 4,200
Task 2 – Construction Document Preparation	<u>\$ 8,500</u>
TOTAL LUMP SUM FEE	\$ 12,700
Task 3 – Bidding Services	\$ 1,500
Task 4 – Construction Services	<u>\$ 3,000</u>
TOTAL ESTIMATED FEE	\$ 4,500

The estimated fees are based upon the above assumptions, project knowledge, and discussions to date. Services resulting from significant changes to the project scope may require additional fees.

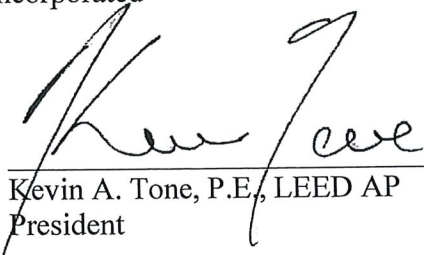
SCHEDULE

We can begin working on this project immediately and plan to meet required project deadlines.

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with the City of Idaho Springs on this project and continuing to build upon our positive past relationships.

Sincerely,
JVA, Incorporated

By:

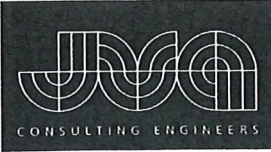

Kevin A. Tone, P.E., LEED AP
President

Attachments: 2021 Billing Rates

Accepted by:
CITY OF IDAHO SPRINGS

Title

Date



Civil Engineering 2021 Hourly Billing Rate Schedule

POSITION	RATE
Principal	\$172 – \$216
Senior Project Manager	\$160 – \$180
Project Manager	\$140 – \$156
Senior Project Engineer	\$128 – \$136
Project Engineer	\$120 – \$128
Design Engineer	\$112 – \$116
Senior Designer	\$128 – \$140
CAD Designer	\$120 – \$128
Administrative Support	\$100 – \$112

Auto travel shall be reimbursed at 56¢ per mile or at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

Re.: Request for Action

Motion to approve:

Move to approve 9,924.00 to Terracon Consultants, Inc. for materials testing and inspection services for project 1 of the public works building construction from line # 21-00-5103

This request is for third party materials testing such as concrete strength, correct rebar placement, proper installation of foundation piers and proper compaction of soil on the site. Attached is a detailed proposal for their services.

JOHN BORDONI



August 3, 2021

City of Idaho Springs CO
1711 Miner Street
Idaho Springs, Colorado 80452

Attn: Mr. Andrew Marsh, City Administrator

Re: Proposal for Materials Testing & Special Inspection Services
Idaho Springs Public Works Facility -Project 1
980 County Road 314
Idaho Springs, Colorado
Terracon Proposal No. P25201236

Dear Mr. Marsh;

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Idaho Springs Public Works Facility - Project 1. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 PROJECT INFORMATION

Our understanding of the required construction materials testing and special inspection services for this project is based upon information provided by your firm, our experience with other projects of this type, and the following information:

- Grading and Drainage Plan by JVA, dated July 2020;
- Civil Documents by JVA, dated 07/30/2021;
- 50% Architectural Documents by CannonDesign, dated June 2020;
- Structural Documents by JVA, dated 07/30/2021;
- Project Manual by JVA, dated 07/30/2021; and
- Geotechnical report by Terracon, dated 1/29/2020.

Pertinent project information is summarized below:

Item	Description
Location	980 County Road 314 in Idaho Springs, Colorado.
Project Description	We understand this phase of the project will consist of a new Salt Storage Structure supported on footings with Rammed Aggregate Piers, and a pre-engineered wood storage building supported on a monolithic slab on grade. Additionally, the project will include site work including underground utility installation, dumpster pad and 3-sided enclosure, and gravel paved area.

Terracon Consultants, Inc. 10625 W. I-70 Frontage Rd N, Ste 3 Wheat Ridge, Colorado 80033
P [303] 423-3300 F [303] 423-3353 www.terracon.com

Environmental



Facilities



Geotechnical



Materials

Item	Description
	We understand that the Public Works Building, the retaining wall and site concrete around the building will be done at a later date as Project 2 and is not included as part of this proposal.
Geotechnical Investigation	The geotechnical report was prepared by Terracon, dated 1/29/2020 (Project No. 25195303).
Off-site improvements	Off-site improvements are not anticipated in this scope of work.
Revision	This proposal was revised to reflect the updated drawings.

2.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Overexcavation & Backfill Observation	During over-excavation operations, observations of the excavated material stockpiles and the condition of soils found at the bottom of the excavations will be performed. We will observe moisture conditioning and backfill operations, and perform moisture/density tests on the backfill materials.
Earthwork	Terracon will obtain samples for laboratory tests, perform in-place field density testing and perform periodic or full-time observations for underground utility trench backfill, foundation backfill, slab subgrade, and subgrade preparation.
Foundation Excavation Observation	Footing excavation observations will be performed to observe soil conditions at the base of the excavations.
Rammed Aggregate Pier Observation	A Terracon representative will be provided, on an as-scheduled basis, to perform rammed aggregate pier installation observations. The Terracon representative will perform the following functions: ■ Observe the drilling of the piers in regard to conformance with the specifications. ■ Document installation techniques (e.g. ground water). ■ Notify the contractor's representative of anomalies or deviation from the specifications. Provide a field copy of the daily log to the contractor's representative at the end of each day's drilling and prepare a final detailed report of the pier drilling following the completion of the pier installation.

Item	Description
Concrete	During concrete placements, observation, sampling and testing will be performed by Terracon for the concrete used for footings, foundation wall, slab-on-grade construction, and other elements. The concrete will be sampled and tested for slump, air content, unit weight, and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications. ■ Cast 1 set of 6 (4-inch by 8-inch) cylinders for each 50 cubic yards or fraction thereof
Post-Installed Anchors	Terracon will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including observations of materials, hole depth and diameter, cleaning, epoxy preparation, and embedment depth in accordance with contract drawings and the manufacturer's specifications.
Project Management	A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations. To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.

Scope Assumptions/Exclusions:

- We understand that representatives of JVA will be performing the reinforcing steel observations; therefore, we have excluded that from our scope and will not include reinforcing steel in our final special inspection letter.
- We understand that the salt storage building will be supported on rammed aggregate piers. The Geotechnical report does not currently have an option for rammed aggregate piers, but there have been conversations between JVA and Terracon on the use of rammed aggregate piers.
- Project 1 does not include the Public Works Building, retaining wall or site work around the building.

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit a written draft report to the Terracon project manager for review.
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 3:00 pm on the business day preceding the work.
- For structural steel testing and observations, we request 72 hours' notice.
- Scheduling is performed through our dispatcher by calling (303) 572-7000; or emailing denver-scheduling@terracon.com.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.

COVID-19 Safety Measures: Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Our Client agrees they will respond quickly to all requests for information made by us related to our pre-task planning and risk assessment processes. Our Client acknowledges their responsibility for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

3.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is \$9,924.00. A summary of our unit rates, estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Project Management will be billed a minimum of 1 hour of Project Management time (\$125 per hour) per invoice. Additional Project Management / Project Engineering (\$125 per hour) time may be billed for additional out of scope

services or consulting. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you, and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours in excess of 8 hours per day and all hours worked on Saturdays & Sundays, Night hours (between 9:00 PM and 5:00 AM) Terracon recognized Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving & Christmas Day). Overtime rates will be 1.5 times the hourly rate quoted. All charges are portal to portal. Minimum of 3 hours will be charged for each site visit with the exception of sample pick-ups.

4.0 ASSUMPTIONS

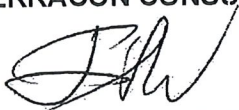
- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- An out of scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities which are not cancelled with prior notice;
- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.

5.0 AUTHORIZATION

This proposal may be accepted by fully executing and returning the attached Agreement for Services. Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,
TERRACON CONSULTANTS, INC.



F. Stewart Ward, P.E.
Senior Project Engineer



Travis P. Iverson, P.E.
Project Engineer

Copies to: Addressee (via e-mail)

Enclosures: Fee Estimate
Agreement for Services

FEE ESTIMATE

Construction Materials Services
Idaho Springs Public Works Facility - Project 1
Terracon Proposal No. P25201236

Service	Rate	Quantity	Units	Trips/Events	Total Quantity	Cost
Earthwork / Field Density Testing						
Special Inspector (overexcavation)	\$65.00	4	hours/trip	2	8	\$520.00
Engineering Technician (utility trench b/f)	\$55.00	3	hours/trip	10	30	\$1,650.00
Engineering Technician (subgrade)	\$55.00	3	hours/trip	2	6	\$330.00
Engineering Technician (foundation b/f)	\$55.00	3	hours/trip	1	3	\$165.00
Standard Proctor Test	\$180.00	1	each		1	\$180.00
Sieve Analysis	\$60.00	1	each		1	\$60.00
Atterberg Limits	\$60.00	1	each		1	\$60.00
Vehicle Charge	\$35.00	15	round trip		15	\$525.00
Report Fee	\$40.00	16	each		16	\$640.00
					Subtotal	\$4,130.00
Rammed Aggregate Pier Observation						
Special Inspector	\$65.00	8	hours/trip	2	16	\$1,040.00
Special Inspector - Overtime	\$97.50	2	hours/trip	2	4	\$390.00
Vehicle Charge	\$35.00	3	round trip		3	\$105.00
Report Fee	\$40.00	2	each		2	\$80.00
Project Manager - Preconstruction Meeting	\$125.00	3	hours		3	\$375.00
					Subtotal	\$1,990.00
Post-Installed Anchors						
Special Inspector	\$65.00	4	hours/trip	2	8	\$520.00
Vehicle Charge	\$35.00	2	round trip		2	\$70.00
Report Fee	\$40.00	2	each		2	\$80.00
					Subtotal	\$670.00
Concrete Testing						
Engineering Technician	\$55.00	3	hours/trip	4	12	\$660.00
Engineering Technician - cylinder pick-ups	\$55.00	2	hours/trip	4	8	\$440.00
Concrete Cylinders - (building)	\$16.00	6	cylinders/set	3	18	\$288.00
Concrete Cylinders - (site work/paving)	\$16.00	6	cylinders/set	1	6	\$96.00
Vehicle Charge	\$35.00	8	round trip		8	\$280.00
Report Fee	\$40.00	4	each		4	\$160.00
					Subtotal	\$1,924.00
Project Management / Engineering						
Project Manager	\$125.00	7	hours		7	\$875.00
Letter of Compliance	\$300.00	1	each		1	\$300.00
Vehicle Charge (pre-con meetings/site visits)	\$35.00	1	round trip		1	\$35.00
					Subtotal	\$1,210.00
					TOTAL	\$ 9,924.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Idaho Springs CO ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Idaho Springs Public Works Facility Project 1 project ("Project"), as described in Consultant's Proposal dated 08/03/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **8/3/2021**

Name/Title: **F. Stewart Ward, P.E. / Senior Project Engineer**

Address: **10625 W I70 Frontage Rd N Ste 3
Wheat Ridge, CO 80033-1729**

Phone: **(303) 423-3300** Fax: **(303) 423-3353**

Email: **Stewart.Ward@terracon.com**

Client: **City of Idaho Springs CO**

By: _____ Date: _____

Name/Title: **Andrew Marsh /**

Address: **1711 Miner Street PO Box 907
Idaho Springs, CO 80452**

Phone: **(303) 567-4421** Fax: _____

Email: **admin@idahospringsco.com**

TO: MAYOR and COUNCIL

From: John Bordoni

Date: August 9, 2021

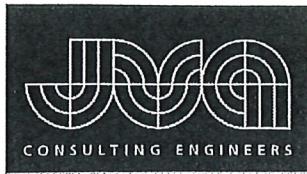
Re.: Request for Action

Motion to approve:

Move to approve 115,000.00 to JVA Engineering Inc. for engineering services and project coordination for the Idaho Springs Transit Center from line # 21-00-5103

This proposal includes several different firms to include JVA for civil engineering and project coordination, Walker Parking Consultants, Koch Architects, Ground Engineering and Wolpert Inc. (surveying)

JOHN BORDONI



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
303.444.1951
info@jvajva.com

August 6, 2021

www.jvajva.com

Mr. Andrew Marsh, City Administrator
City of Idaho Springs
1711 Miner Street
Idaho Springs, CO 80452

Reference: City of Idaho Springs – Transit Center
Letter Agreement for Preliminary/Conceptual Design Services

Dear Andy:

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide engineering and architectural services to the City of Idaho Springs (CLIENT/City). The estimated scope and fees are for the proposed transit center to be located on ALTA Blocks 29 and 31 in the City of Idaho Springs. The general location of the project is south of Idaho Street, west of 15th Avenue, North of Water Street and extending to the west ROW line of 14th Avenue (see Figure 1). The structure is anticipated to be three level with internal ramping providing a total of approximately 265 parking spaces.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided including an ALTA survey of the eastern portion of the site performed in 2016, conceptual plans prepared by JVA in 2016, conceptual plans prepared by Walker Parking Consultants in 2018 and 2021, and a geotechnical study and report for the eastern portion of the site prepared by Ground Engineering in 2016. The City has indicated that they desire to move forward with developing preliminary/conceptual plans for the proposed parking structure and appurtenant work. The JVA Team for preliminary design services consists of: JVA, Inc. (Civil Engineering and Project Coordination), Walker Parking Consultants, (Parking Consultant), Koch Covotsos Architects (Architectural), Ground Engineering Consultants (Geotechnical Engineering), and Woolpert, Inc. (Surveying).

For purposes of this proposal, we have included Basic Services for the development of the above described site and adjacent local roadway system alone. If additional roadway and utility infrastructure is required outside this area, or if the City chooses to move forward with developing an extension of the proposed parking structure to the west or east, or developing a parking structure on another site, we will negotiate additional service fees separately. Based on this information and our understanding of the design efforts required for transit center projects, the preliminary design services anticipated for this project include the following detailed tasks:

Programming and Preliminary/Concept Design

1. A project kick-off meeting will be held with the City and design team members to establish lines of communication, verify project needs, and gather information necessary to confirm the initial project schedule.

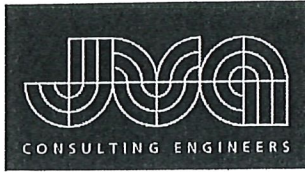
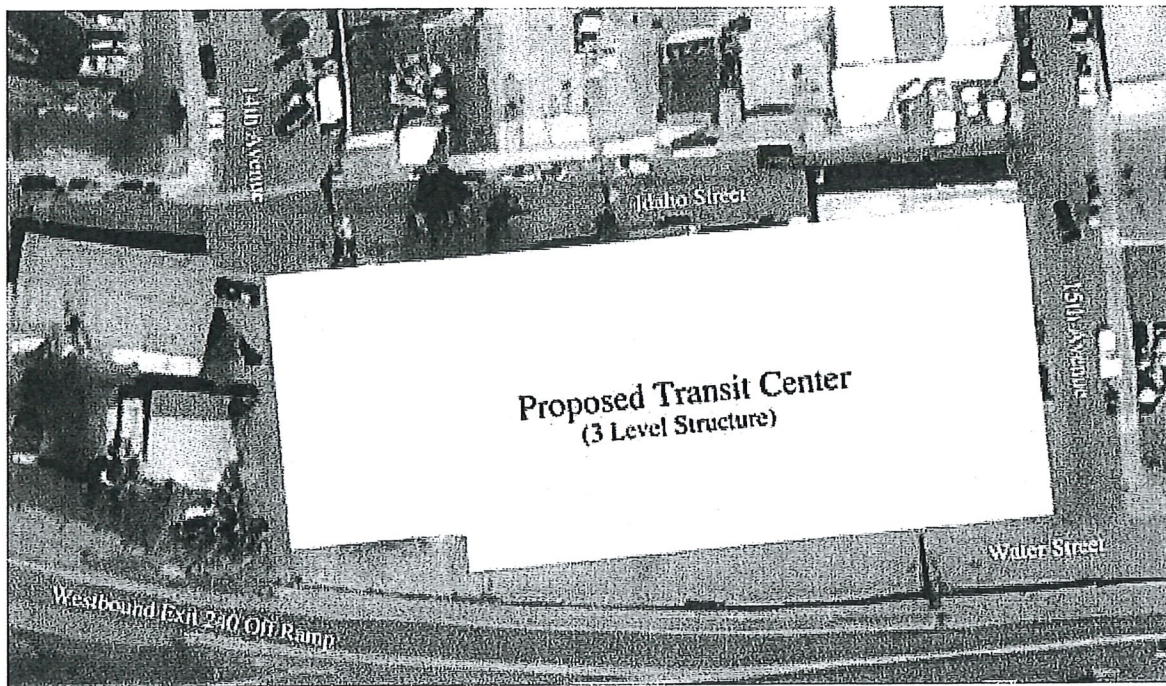
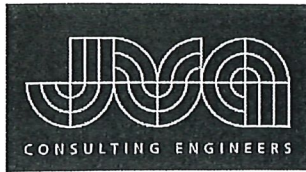


Figure 1 - Project Location





2. The JVA Team will meet with stakeholders from the City of Idaho Springs to discuss the project goals, gather data, and review the number of spaces, site constraints, access concerns, and other programming issues related to the parking supply on the property.
3. The JVA team will assess the existing site conditions in the field and review the topographic survey and geotechnical information available. A site visit will be conducted to gather contextual information necessary for the design work and determine locations of existing transit stops and the downtown core of businesses. We will review prior and present master plans and any existing reports/studies pertinent to parking at the site including current policies and bus routes, etc. Using existing site plans available in electronic format we will evaluate, at a conceptual level, potential parking layouts, traffic circulation, ramping systems, vehicular entry/exit configurations, and pedestrian portals for the new structure options. Although conceptual in nature, these plans will be based on sound parking design principles to provide efficient, user-friendly parking for the project. We will investigate zoning and/or municipal codes for parking geometric requirements, setbacks, height limitations and other criteria impacting parking structure design. The conceptual drawings for parking structure options will be refined as agreed to by the City. We will provide the building footprint, number of levels, and overall anticipated parking count. The number of spaces to be provided will be confirmed, and other program requirements of the project including stall size, user groups (guests, employees, residents etc.), parking controls, security requirements, ceiling heights, pedestrian towers, etc. will be determined. Conceptual documents will be submitted for review and analysis, and review comments will be incorporated. Two (2) meetings with the City of Idaho Springs, CDOT and other stakeholders to review the updated parking options are anticipated.
4. The JVA team will perform a design survey and existing right-of-way survey. Necessary permits to survey within the right-of-way of I-70 will be acquired from CDOT. It is assumed that there is no need to enter private property. For the purposes of this proposal, it is assumed that all survey work will be within the right-of-way only. All survey work will be based on the existing CDOT I-70 horizontal and vertical control network. Up to six (6) new primary control points will be established within the project area. A project control spreadsheet will be prepared. Closed differential level loops will be run through any new primary control points and all mobile mapping LiDAR control points. A combination of mobile mapping LiDAR and conventional field surveying of the overall project area will be the most efficient and cost-effective method to acquire the desired design quality base mapping. Project mapping limits are shown in Figure 2 below. Roadways, associated curb and gutter, sidewalks, terrain, signage, overhead utility lines, etc. will be mapped utilizing mobile mapping LiDAR. Marked underground utilities and storm and sanitary sewer inverts (pipe sizes/types) will be acquired by conventional surveying methods. Mapping limits will be ROW to ROW, or to the back of walk or the close building face if prudent, based on where the ROW line is in regard to the existing features. Existing right-of-way modelling will be in AutoCAD Civil3D only. There will be no sheets or right-of-way plans. The existing right-of-way of I-70 and the City blocks within project area will be established. A utility locating firm will be utilized to designate the underground utilities (Level B). There will be no utility potholing completed under this proposal (Level A). No right of way plans or legal descriptions will be completed under this proposal. The setting of any ROW monuments will not be completed under this proposal. Any requested supplemental surveying items will be completed under a separate add service proposal. Field surveys, data processing and base mapping preparation will be conducted under the

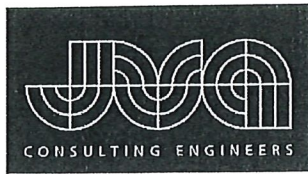
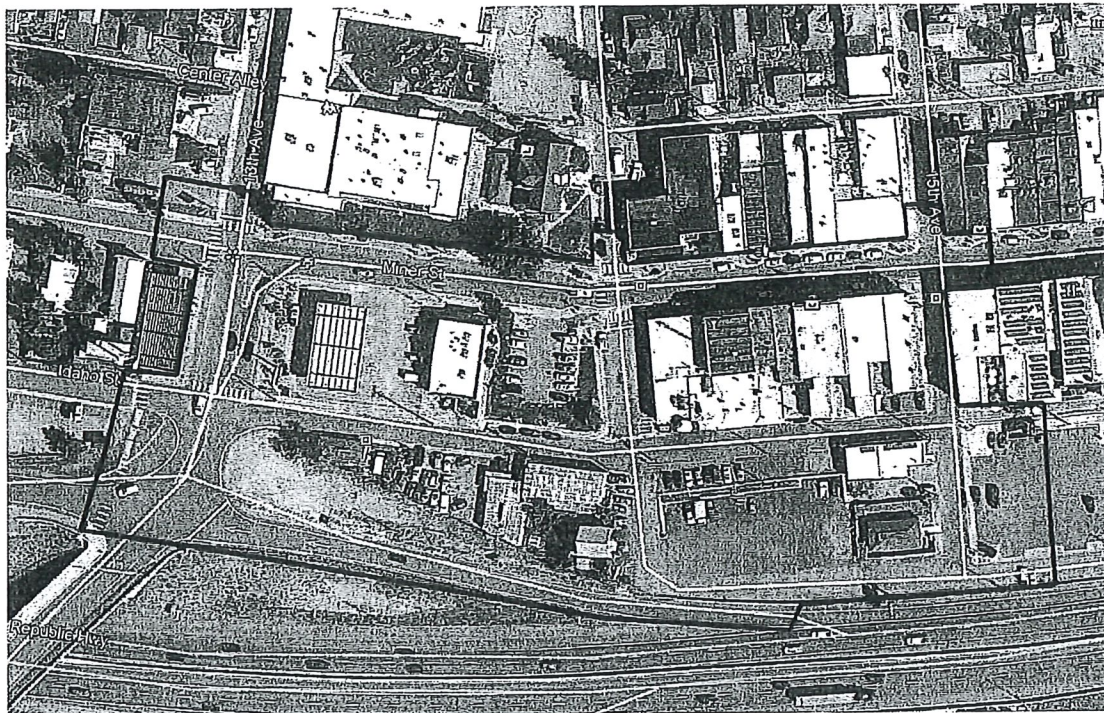
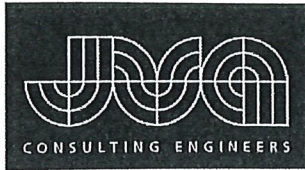


Figure 2 - Mapping Limits



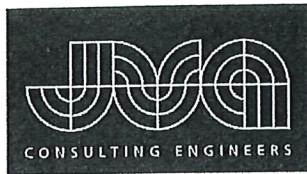


supervision of a Colorado licensed professional surveyor.

5. A geotechnical study will be performed on the proposed transit center site. Four (4) test holes will be drilled with a conventional, truck-mounted drilling rig at locations determined by the Geotechnical Engineer within the approximate building footprint to evaluate the subsurface conditions and to obtain samples for laboratory testing. The test holes will be advanced to depths of about 25 to 40 feet, although final depths of the test holes will be determined in the field as exploration progresses and as the subsurface profile becomes evident. A laboratory testing program will be conducted to evaluate relevant engineering characteristics of the earth materials at the site. The results of the field and laboratory studies will be analyzed to develop geotechnical conclusions and design parameters for foundation and floor systems, remedial earthwork, excavation conditions, lateral loads, drainage, and utility lateral installation. A written report will be prepared summarizing the geotechnical findings and presenting conclusions and geotechnical parameters for design. Field services, data analysis and geotechnical report preparation will be conducted under the supervision of a Colorado licensed professional engineer.

Neither JVA nor its employees shall have any liability of any kind to Client, and/or its contractors, lenders, agents, representatives, successors and assigns (“Client-affiliated entities”), for damages, delays, losses, costs, fees, judgements, awards, or expenses, of any kind and extent, arising from the acts and omissions of the geotechnical engineering consultant (“Damages”).

6. The JVA team will advance the concept design to vet out the proposed massing and architectural features of the proposed structure. Particular focus will be placed on the relationship of the proposed three-story structure with the adjacent historic buildings in both form and material. The goal is to produce imagery and drawings which can be reviewed by the project stakeholders, while advancing the design of the project. The project Architect will review the proposed structure footprint and preliminary design (dated 5-5-21) for code or other design issues which may be important, suggest changes to massing or program that could impact the shape of the stair and elevator towers. Review the feasibility of maintaining all or parts of the existing Roberts building on the site from an architectural point of view and make a recommendation to the City. Prepare idea boards based on photos of the surrounding architecture, relevant precedents, and ideas from the City and stakeholders. Build a 3D model of the surrounding building and topography to scale to facilitate the design review of the proposed structure. The level of detail for the site model will be focused on the specific existing buildings directly across the street from the project site. Buildings further away may be massed at a building block level only as needed. In general, the level of rendering will be realistic using in-house software and resources. Photo-realistic, high resolution or sub-contracted rendering through a third party will not be completed under this proposal. High resolution photo realistic renderings can be added as a separate fee per image if desired. We will prepare 2-3 design concepts for the building architecture with proposed materials and colors and present these options to the City and stakeholder group. Deliverables from this work will include a 3D model of the project site in Revit approximately 100’ around the perimeter of the site, a 3D model of two proposed concepts, (2) rendered elevations of each concept, and (2) signature photosimulation views of the preferred option with rendered elevation views and photo simulation renderings.



7. The JVA Team will develop conceptual level plans for project appurtenant work including utilities, storm drainage, site civil and local street improvements. The scope of these project elements will be defined, and opinions of probable cost developed for use in project programming.

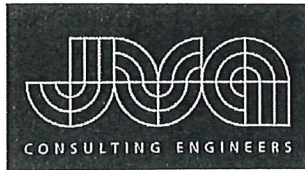
BASIS OF PAYMENT

JVA proposes to complete the proposed scope of work under JVA's current on-call services Agreement with the City. The basis of payment for the scope of work described above will be monthly billings based on the percentage of the lump sum completed to date, which includes standard reimbursable expenses of mileage, printing and express delivery.

Basic Preliminary Design Services

Tasks 1, 2, 3 and 7 – Programming and Concept Design	\$ 21,000
Task 4 – Surveying	\$ 68,400
Task 5 – Geotechnical Study	\$ 9,100
Task 6 – Preliminary Renderings	<u>\$ 16,500</u>

TOTAL LUMP SUM FEE	\$115,000
---------------------------	------------------



SCHEDULE

We can begin working with your team immediately and plan to meet required project deadlines as established in the IGA between the City and CDOT. The anticipated timeframe for project tasks is:

- Task 4 – Surveying – 8 weeks from Notice to Proceed with Task
- Task 5 – Geotechnical Study – 7 weeks from Notice to Proceed with Task
- Task 6 – Preliminary Renderings – 6 Weeks from Notice to Proceed with Task
- Tasks 1, 2, 3 and 7 – Programing and Concept Design – 4 weeks from Completion of Survey

If you are in agreement with the scope in this letter, please indicate by signing below and returning a copy to this office as our authorization to proceed. All of us look forward to working with the City of Idaho springs on this important project for the City and continuing to build upon our positive past relationship.

Sincerely,
JVA, Incorporated

By: Tracy M. Lawless
Tracy M. Lawless, P.E., S.E.
Senior Project Manager

Accepted by:
CITY OF IDAHO SPRINGS

Title

Date

Attachments: Subconsultant Proposals



10375 Park Meadows Drive, Suite 425
Lone Tree, CO 80124

303.694.6622
walkerconsultants.com

August 4, 2021

Tracy M. Lawless, PE, SE
Senior Project Manager
JVA Incorporated
1319 Spruce Street
Boulder, CO 80302
Phone: 720.975.1461
Email: tlawless@jvajva.com

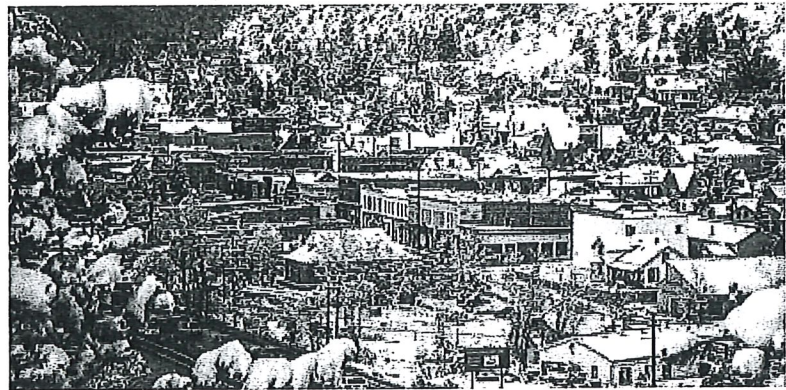
Re: *Proposal for Parking Structure Programming Concept Refinement
Idaho Springs, Colorado*

Dear Mr. Lawless:

Thank you for inviting WALKER to participate in the recent meeting with the City of Idaho Springs. Based on conversations between JVA and the City of Idaho Springs providing is the following proposal for parking consulting services. We are confident our 50 years of parking design and consulting experience will prove valuable to your project.

PROJECT UNDERSTANDING

Downtown Idaho Springs is a historic shopping and entertainment district that includes a mix of locally-owned shops, restaurants, bars, breweries, and recreation venues. The downtown thrives on tourist traffic arriving via I-70, including visitors on their way to/from activities such as hiking, biking, winter sports, white water rafting, tours, and/or sightseeing in the Rockies.



Summer and winter are the traditional peak seasons, though locals have also noticed an uptick in downtown activity during the shoulder seasons as well.

As a tourist destination, publically available parking within the downtown core is critical to the success of many businesses and to attract (and retain) sales tax revenues. The City currently manages roughly 390 parking spaces located on-street and in several public lots. However, lack of convenient and readily visible parking at peak times is still cited as a major concern of downtown business owners and visitors.

In 2015, the City hired a team from the UC Denver / Community College of Denver, University Technical Assistance (UTA) program to complete a parking study for the downtown. The study identified a shortage of downtown parking spaces (per code requirements) and recommended a target of several hundred new spaces be added in a possible new downtown parking



garage. (Signage and wayfinding improvements were also suggested per an earlier study completed by Downtown Colorado Inc.)

In response to the need, the City has purchased and cleared several adjacent properties located south of Idaho Street and east of 14th; the partial block is now being used as temporary overflow parking lot. This site and the adjacent properties west of 14th Avenue to 13th Avenue are being considered for a garage as a long-term solution. However, other preexisting conditions such as site geometrics, existing lease commitments and possible future CDOT development of a transit slip lane require careful consideration for establishing structured parking.

Because of the trade-offs for any alternative, the City is interesting in further advancing the current preferred alternative of a two bay single thread structure consisting of grade plus two supported levels to best provide a solution for the downtown parking demand. The City has requested a proposal from JVA under their existing on-call agreement to further refine this option to arrive at an efficient footprint and best fit for the downtown character. Based on our understanding of the project, Walker proposes the following scope of work:

SCOPE OF SERVICES

1. Meet with representatives from JVA and stakeholders from the City of Idaho Springs to discuss the project goals, gather data, and review the number of spaces, site constraints, access concerns, and other programming issues related to the parking supply on the property. We assume there will be site plans made available to us that show property lines and survey information in CADD format prior to refining the current preferred alternative.
2. Using site plans to be furnished to us in electronic format (ACAD dwg. Or Revit), we will evaluate, at a conceptual level, potential parking layouts, traffic circulation, ramping systems, vehicular entry/exit configurations, and pedestrian portals for the new garage options. Although conceptual in nature, these plans will be based on sound parking design principles to provide efficient, user-friendly parking for the project.
3. Investigate zoning and/or municipal codes for parking geometric requirements, setbacks, height limitations and other criteria impacting parking structure design.
4. Refine the conceptual drawings for parking garage options as agreed to by the client and Walker. We will provide footprint, number of levels, and overall anticipated parking count. Confirm the number of spaces to be provided and other program requirements of the project including stall size, user groups (guests, employees, residents etc.), parking controls, security requirements, ceiling heights, pedestrian towers, etc.
5. Submit conceptual documents for review and analysis. Incorporate review comments and issue updated documents.
6. Meet with the City of Idaho Springs and other stakeholders to review the updated parking options. A total of two (4) meetings are included in our initial budget which consist of a kick-off meeting and a meeting with CDOT, JVA, and City of Idaho springs representatives.

OPTIONAL SERVICES

Upon completion of the conceptual options, Walker would be happy to provide a scope and fee for design phase services. We are able to provide full functional, structural and project management services and will assemble the remainder of the design sub consultants to work under us needed to execute the design.



WALKER
CONSULTANTS

Mr. Tracy Lawless
Proposal for Programming Concept Refinement
August 4, 2021
Page 3

FEES AND EXPENSES

Walker proposes to provide the services as described above on a lump sum fee basis of **Nine Thousand Nine Hundred and Seventy-five Dollars (\$9,975.00)**, including expenses (phone, reprographics, travel etc.) Additional in person meetings beyond those identified in the scope of work will be billed on a time and material basis.

Thank you for the opportunity to discuss this exciting project with you and to provide this proposal. We look forward to working with you!

SCHEDULE

We are able to begin work on this project within one week of your written authorization and notice to proceed. Following our initial meeting and receipt of background survey information, we estimate approximately two to three weeks to complete this assignment, depending on the amount of revisions to the current concept explored.

Please call if we can clarify any of the above for you. Thank you for your consideration of Walker Parking Consultants. We look forward to partnering with you.

Sincerely,

WALKER PARKING CONSULTANTS

Kirk Taylor, P.E.
Principal, Director of Design

Enclosures: General Conditions of Agreement for Consulting Services

Sent via email

AUTHORIZATION

Trusting the above meets with your approval, please sign and return one copy of this proposal to serve as our written authorization and notice to proceed.

JVA INCORPORATED

Accepted by: _____

Title: _____ Date: _____

M:\PROPOSAL\CMPLTPRO\Consulting\Conceptual\Idaho_Spgs_PS\2021 Idaho Springs\20210804_Idaho Springs
PS_Programming.doc



SERVICES

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

~~Prior to commencement of services the CLIENT agrees to make an Initial Payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the CLIENT. Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses.~~ Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



August 3, 2021

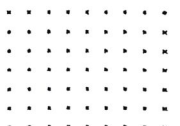
City of Idaho Springs – Transit Center

Scope of Services:

Design Surveys and Existing Right of Way

- **Coordination and Meetings:** Woolpert will attend a pre-survey conference with the appropriate staff personnel from JVA and Idaho Springs. Woolpert will attend one (1) coordination meeting with the appropriate staff personnel from JVA.
- **Street Permits/Traffic Control:** Woolpert will acquire a survey permit from CDOT to survey within the right of way of I-70.
- **Permission to Enter Property:** It is assumed that there is no need to enter private property. For the purposes of this proposal it is assumed that all work will be within the right of way only.
- **Survey Control:**
 - a. All work will be based on the existing CDOT I-70 horizontal and vertical control network establish by Geoff Stephenson.
 - b. Up to six (6) new primary control points will be established within the project area. A new project control spreadsheet will be completed.
 - c. Closed differential level loops will be run through any new primary control points and all mobile mapping LiDAR control points.
- **TMOSS Design Surveys:** a combination of mobile mapping LiDAR and conventional field surveying of the overall project area will be the most efficient and cost-effective method to acquire the desired design quality base mapping. Project mapping limits are shown in the graphics below.
 - a. Roadways, associated curb and gutter, sidewalks, terrain, signage, overhead utility lines, etc. will be mapped utilizing mobile mapping LiDAR.
 - b. Marked underground utilities and storm and sanitary sewer inverts (pipe sizes/types) will be acquired by conventional surveying methods.
 - c. Mapping limits will be ROW to ROW. It will be to the back of walk or the close building face if prudent based on where the ROW line is in regards to the existing features.
- **Existing Right of Way Modelling:** this will be an existing right of way model in AutoCAD Civil3D only. There will be no sheets or right of way plans.
 - a. The existing right of way of I-70 and the City blocks within project area will be established.

Woolpert, Inc.
720 South Colorado Blvd., Suite 1200-S
Glendale, CO 80246
303.925.1400



August 3, 2021

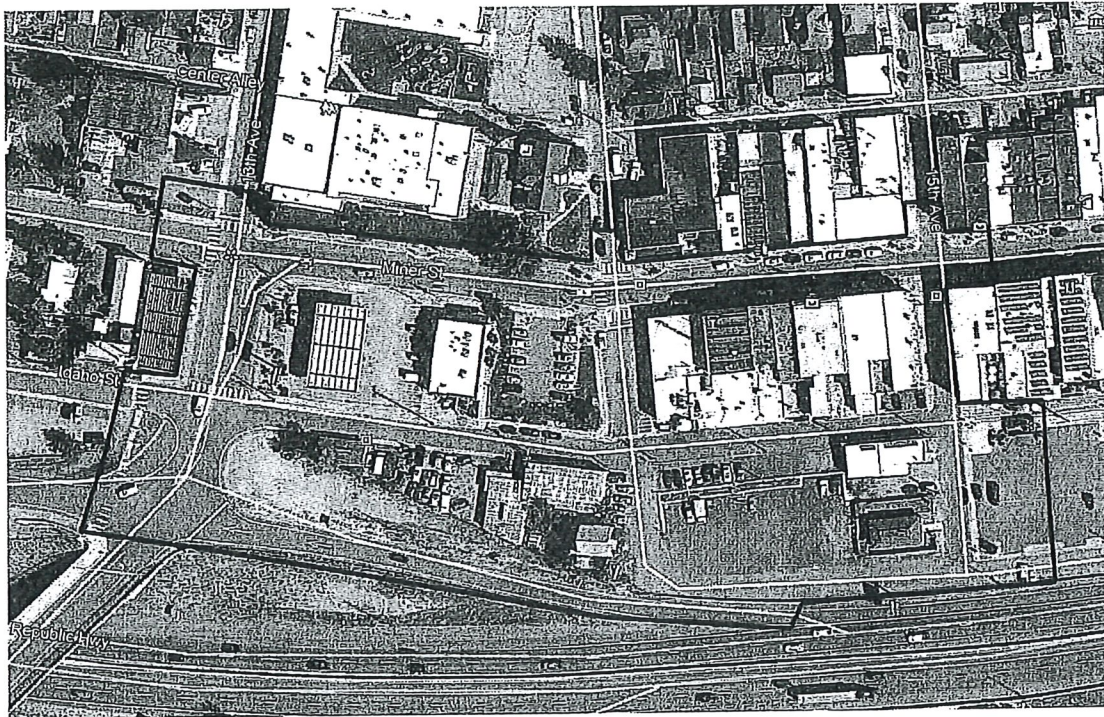
Page 2

Assumptions and/or Optional Surveying Services

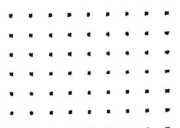
The following are assumptions and/or optional surveying services not included in the above scope and task order fee:

- All work will be completed utilizing AutoCAD Civil3D and Woolperts' layering convention.
- Diversified underground will designate the underground utilities (Level B). There will be no utility potholing completed under this scope of work/task order (Level A).
- No right of way plans or legal descriptions will be completed under this scope of work/task order.
- The setting of any ROW monuments will not be completed under this task order.
- Any requested supplemental surveying/additional items will be completed under a separate task order.

Transit Center Mapping Limits



Woolpert, Inc.
720 South Colorado Blvd., Suite 1200-S
Glendale, CO 80246
303.925.1400





Idaho Springs Transit Center / JVA Consulting Engineers
Design Survey and ROW Modelling
8/3/2021

ROW

Labor Category	Hours	Rate	Amount
Discipline Leader	0	\$210.00	\$ -
Project Manager	12	\$185.00	\$ 2,220.00
Project Surveyor	40	\$145.00	\$ 5,800.00
Survey Technician	10	\$125.00	\$ 1,250.00
CADD Technician	32	\$95.00	\$ 3,040.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	20	\$180.00	\$ 3,600.00
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 15,910.00

Control and Utilities

Labor Category	Hours	Rate	Amount
Discipline Leader	0	\$210.00	\$ -
Project Manager	8	\$185.00	\$ 1,480.00
Project Surveyor	4	\$145.00	\$ 580.00
Survey Technician	8	\$125.00	\$ 1,000.00
CADD Technician	32	\$95.00	\$ 3,040.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	80	\$180.00	\$ 14,400.00
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 20,500.00

Mobile Mapping LiDAR Design Survey

Labor Category	Hours	Rate	Amount
Discipline Leader	3	\$210.00	\$ 630.00
Project Manager	8	\$185.00	\$ 1,480.00
Project Surveyor	10	\$145.00	\$ 1,450.00
Geospatial Specialist	85	\$115.00	\$ 9,775.00
CADD Technician	80	\$95.00	\$ 7,600.00
1-Man Crew	0	\$110.00	\$ -
2-Man Crew	0	\$180.00	\$ -
3-Man Crew	0	\$275.00	\$ -
Clerical	0	\$65.00	\$ -
Sub-Total			\$ 20,935.00

Expenses	Units	Rate	Amount
Equipment charges (Hourly Rate per employee)	200	\$7.00	\$ 1,400.00
Vehicle charges (Day Rate)	10	\$85.00	\$ 850.00
Target Materials	1	\$50.00	\$ 50.00
Deeds and Plats from County	1	\$50.00	\$ 50.00
Diversified Underground-Utility Locates	1	\$2,370.00	\$ 2,370.00
Sub-Total			\$ 2,350.00

Specialized Equipment	Units	Rate	Amount
Laser Scanning System (per/hr)		\$85.00	\$ -
Mobile Laser Scanning System (per/Day)	1	\$2,500.00	\$ 2,500.00
Ground Penetrating Radar (GPR) (per/Day)		\$48.00	\$ -
Sub-Total			\$ 2,500.00

Total	\$ 62,195.00
--------------	---------------------

GROUND

ENGINEERING

August 4, 2021

Subject: Proposed Scope of Professional Services, Geotechnical Evaluation, **Parking Garage – West Structure**, Idaho Springs, Colorado Rev2

Proposal No. 2108-1536

Tracy Lawless
JVA, Incorporated
1319 Spruce Street, #100
Boulder, Colorado 80302

Dear Mr. Lawless:

GROUND Engineering Consultants, Inc. (GROUND) is pleased to submit this scope for a geotechnical evaluation in support of design of the proposed enlargement of a parking structure planned for central Idaho Springs. GROUND previously prepared a report¹ for the proposed parking garage to be constructed east of 14th Avenue and south of Idaho Street in Idaho Springs. The report was prepared for a multi-story parking garage structure approximately 20,000 square feet in footprint area. Based on recent correspondence with JVA, Incorporated, we understand that present plans call for an additional 3-story, approximately 14,500-square foot structure with internal ramps to be located west of 14th Avenue. No below-grade level is planned at this time, however. Structural loads are anticipated to be relatively high.

Cuts and fills to achieve project lines are grades are anticipated to be limited, likely on the order of 4 feet or less. We are not aware of retaining walls planned at this time, but we assume that they may be added to the project. Buried utility lines will be installed to serve the new building. Pedestrian flatwork is anticipated to surround the building. Additional improvements, not yet identified, also likely will be added in the future.

¹ GROUND Engineering Consultants, Inc, 2016, *Subsurface Exploration Program, Geotechnical Evaluation, Idaho Springs Parking Garage, Idaho Springs, Colorado*, Job No. 16-3685, prepared for JVA, Incorporated, dated October 10.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

Based on provided information and our experience with similar projects, we propose the following:

Services

- Drill 4 test holes with a conventional, truck-mounted drilling rig at locations determined by GROUND within the approximate building footprint to evaluate the subsurface conditions and to obtain samples for laboratory testing. The test holes will be advanced to depths of about 25 to 40 feet, although final depths of the test holes will be determined in the field as exploration progresses and as the subsurface profile becomes evident.
- Conduct a laboratory testing program to evaluate relevant engineering characteristics of the earth materials at the site.
- Analyze the results of the field and laboratory studies to develop geotechnical conclusions and design parameters for foundation and floor systems, remedial earthwork, excavation conditions, lateral loads, drainage, and utility lateral installation.
- Prepare a written report summarizing our findings and presenting our conclusions and geotechnical parameters for design. Three (3) hard copies and an electronic copy (.pdf format) of the report will be provided. Field services, data analysis and report preparation will be conducted under the supervision of a licensed professional engineer.

Fees

We can complete the above-outlined scope of services for a lump sum fee of **\$7,600** which includes out travel time and the cost of our drilling contractor and a private utility locator, but assumes normal work day (Monday through Friday, 7 AM to 6 PM) operations. Additional fees will apply for nights, weekends or holidays.

Optional Additional Services

Other services may be requested for this project beyond the scope outlined above, but GROUND will not proceed with the following optional additional services without your prior approval and authorization. However, the following service may be required to complete the subsurface exploration program.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

- **Shear Wave Velocity Testing** We propose to estimate the Seismic Site Classification based on the conditions encountered in the test holes and our experience with nearby sites.

GROUND can retain a geophysical sub-consultant to provide shear wave velocity measurements to 100+ feet in support of a quantitative Site Classification. This service can be provided for a fee lump sum fee of **\$4,500**, in addition to the base fee above. (This need not be authorized prior to completion of drilling.)

_____ (initial if approved)

- **Private Utility Locate** Locating services may be required to attempt to identify private utilities that will not be marked by UNCC / Colorado 811. GROUND can coordinate with a private locating subcontractor to provide this service upon request. The client should be aware that authorizing this service does not guarantee that all private utilities can and/or will be located, identified, and marked. In particular, sewer lines and some older water lines can be very difficult to mark. GROUND will not liable for any damage to privately owned utilities. This service can be provided for a lump sum fee of **\$700**, in addition to the base fee above.

_____ (initial if approved)

- **Additional Test Holes** We understand that other related facilities may be added on the parcels to the west of the west structure of the parking garage if the City is able to acquire that land. Therefore, collecting additional geotechnical data in that area may be beneficial.

GROUND can drill 2 additional test holes (as well as perform associated laboratory testing and analyses) upon request. This service can be provided for a fee lump sum fee of **\$2,200**, in addition to the base fee above, if performed in the same mobilization as the field services that are part of the basic scope. If performed in a separate mobilization, this service can be provided for a fee lump sum fee of **\$3,600**, in addition to the base fee above.

_____ (initial if approved)

If other additional services are requested, we propose that our fees for the additional services be in accordance with the hourly and unit costs presented in the *Fee Schedule* on Page 7 of this scope. GROUND will not proceed with additional services without your prior approval and authorization. As times required for post-report meetings and consultation are difficult to

**Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado**

forecast, we proposed to provide such services also on a time and unit rated basis. Specifically, a rate of \$140 per hour will apply for a project engineer or geologist, \$175 per hour for a professional engineer or geologist, and \$215 per hour for a GROUND principal.

Considerations / Exclusions

- We have assumed that the City of Idaho Springs will furnish right-of-entry for GROUND and our subconsultants/subcontractors to make borings, surveys and/or conduct other surface or subsurface explorations, including any necessary coordination with the property owners.
- We have assumed that the site will be accessible to a conventional, truck-mounted drilling rig. Our scope does not include snow removal, construction of access routes or drilling pads, fence removal, or any other measures necessary to obtain physical access to the test hole locations.
- GROUND will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). GROUND will not be liable for damage to any private utilities as a result of exploration; the utility owners must identify or otherwise locate these utilities. By entering into this agreement with GROUND, JVA, Incorporated, and the City of Idaho Springs accept this limitation and will either coordinate this utility identification and/or provide information to GROUND regarding the location(s) of on-site utilities.
- Evaluation/identification of hazardous/contaminated materials that may be present, is not included in our scope of services unless otherwise indicated. JVA, Incorporated, must inform GROUND of the known presence of hazardous/contaminated materials prior to performance of any subsurface exploration.
- GROUND and our subconsultants/subcontractors will take reasonable precautions to reduce damage to property. Some damage to landscaping, pavements, cultivated fields, etc., is inherent to geotechnical drilling and should be anticipated by JVA, Incorporated, and the City of Idaho Springs. GROUND will backfill the test holes with auger returns, patch paved areas with 'cold patch' asphalt or grout and generally leave the site reasonably restored. Patching test holes with 'hot patch' asphalt specifically is excluded from our proposed scope. Additional site repairs including, but not limited to, more extensive site clean-up, restoring ruts/damage in landscaped areas, repairing broken irrigation lines or other buried utilities, replacing cracked curbs or flatwork, more

**Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado**

elaborate pavement repairs, etc., are outside of our scope of services. Upon request, we can provide these as additional services as discussed above.

- Groundwater level observations will be performed during drilling operations and the test holes will be backfilled upon drilling completion per Code of Colorado Regulations (2 CCR 402-2). In the event that JVA, Incorporated, desires repeated groundwater level observations at other test hole locations, GROUND must be notified prior to agreement execution so that necessary revisions to the scope and fee can be made.
- We will address geotechnical parameters for retaining walls in our report, but retaining wall design is not included in GROUND's proposed scope of services. We can provide a fee estimate for retaining wall design services upon request.
- We understand that no municipal or state pavements (e.g., a turn lane for 14th Avenue are part of the project. GROUND can provide a scope and fee estimate for development of municipal / state pavement sections upon request.
- Our scope does not include fees associated with obtaining permits to complete our field services or to respond to agency reviews of our report.
- A contractor who relies upon GROUND's reporting for development of his scope of work or cost estimates may find the geotechnical information to be inadequate for his purposes or find the geotechnical conditions described to be at variance with his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision.

Schedule

We propose to initiate the evaluation within 1 week after receipt of a signed proposal. We anticipate that preliminary information will be available in about 5 weeks after notice to proceed, and the final report should be completed in approximately 7 weeks. GROUND will attempt to adhere to this schedule, however, this remains dependent upon favorable weather conditions, holidays, site access, contractor availability, and buried utility locations. In any event, we will notify you of our progress and pertinent information, as it becomes available.

Idaho Springs Parking Garage – West Structure
Idaho Springs, Colorado

Authorization

Please review the *General Conditions* on Pages 8 and 9 of this scope which contain a limitation of our liability. Also note that GROUND reserves the right to alter the scope items if deemed necessary and withhold data and reports until we have received a signed copy of this scope.

If you have any questions, concerns or comments regarding this scope, please contact this office. If this scope meets with your approval, please return a signed copy to this office at which time we will sign and return an executed copy to you. This scope and fee are valid for 90 days.

We appreciate this opportunity to work with you on this project.

Sincerely,

GROUND Engineering Consultants, Inc.

Brian H. Reck, P.G., C.E.G., P.E.

Agreed to this _____ day of _____, 2021

JVA, Incorporated by: _____

Please print name

GROUND Engineering Consultants, Inc. by: _____

Please print name

GROUND ENGINEERING

FEE SCHEDULE - ENGINEERING SERVICES

FIELD INVESTIGATION

All Engineering Services require a project-specific proposal

Truck Mounted Drill Rig with 2-Man Crew	
• Solid Stem Auger (hourly)	\$150.00
• Hollow Stem Auger (hourly)	\$170.00
• Wireline Coring	\$225.00
• ODEX, Rotary Drilling	\$225.00
Track Mounted, All-Terrain, Limited Access Drill Rigs, & Drill Rig Support Equipment	Quote
• Water Truck, Support Truck, Hydro-Vac Truck (daily)	\$250 - \$500
Excavator / Backhoe	Quote
Standby Time	Hourly Rate

ENGINEERING

• Principal Engineer (hourly)	\$215
• Senior Project Manager, Engineer, Geologist (hourly)	\$175
• Project Engineer, Geologist (hourly)	\$140
• Project Manager	\$120
• Field / Staff Engineer (hourly)	\$105
• CAD Technician (hourly)	\$85
• Special Consultation/Expert Testimony and Court Appearance	Quote
• Mobilization	Quote
• Per Diem / M & IE	GSA Rates

MISCELLANEOUS

• Equipment Rental	Cost + 20%	• Environmental Drilling, Sampling, Analysis	Quote
• Outside Laboratory Services	Quote	• Personal Protective Equipment (PPE)	Quote
• Out-of-town living expenses, commercial travel costs, equipment rental, etc.	Quote	• Vibration Monitoring/Geotechnical Instrumentation Services, Thermal Conductivity and Resistivity	Quote
• Pile Dynamic Analysis, Ground Penetrating Radar, Cross Hole Sonic Logging, Sonic Echo, Falling Weight Deflectometer	Quote	• Retaining Wall Design, Shoring Design, Seepage Analysis, Slope Stability Analysis	Quote

LABORATORY TESTING

Natural Density and Moisture Content	\$15.00	Permeability	
Atterberg Limit	\$65.00	a. Falling or Constant Head, 2-4" Diameter	\$250.00
Specific Gravity	\$65.00	b. Triaxial Permeability	\$375.00
Relative Density	\$200.00	Time-Consolidation	\$400.00
Gradation Analysis		California Bearing Ratio, 1-Point	\$150.00
a. All Standard Sieve to #200 Sieve	\$60.00	California Bearing Ratio, 3-Point	\$350.00
b. Percent Less Than #200 Sieve	\$35.00	"R" Value	\$350.00
c. Gradation with Hydrometer	\$135.00	Resilient Modulus (per point)	\$750.00
Swell-Consolidation	\$75.00	Los Angeles Abrasion Test	\$150.00
Soil Suction	\$60.00	Soil Stabilization Mixture Analysis	\$3,500.00
Proctor - Compaction	\$110.00	Soundness (Sodium)	\$300.00
Unconfined Compressive Strength		Fractured Faces Test	\$60.00
a. Soil	\$45.00	Flat or Elongated Particles	\$60.00
b. Rock	Quote	Corrosivity Testing	
Direct Shear (3-Point)		a. Water-Soluble Sulfates	\$50.00
a. Quick Test	\$500.00	b. pH Test	\$50.00
b. Consolidated-Drained	\$650.00	c. Reduction/Oxidation Potential (Redox)	\$40.00
c. Consolidated-Drained - CH Soil	Quote	d. Sulfide Content	\$50.00
Triaxial Shear		e. Soil Resistivity (Direct Measurement Method)	\$40.00
a. Unconsolidated-Undrained (Quick Test)	\$600.00	f. Soil Resistivity (Soil Box Method)	\$95.00
b. Consolidated-Undrained (R-Test)	Quote	Organic Content	\$65.00
c. Consolidated-Drained (S-Test)	Quote		

3E1

GROUND ENGINEERING CONSULTANTS, INC.

GENERAL CONDITIONS – ENGINEERING

2020.E1

INTENT OF SERVICES: The services and any subsequent analysis and reporting performed by GROUND Engineering Consultants, Inc. (hereafter referred to as the Consultant) under this Agreement are intended to assist the Client in planning and/or designing the project. Any exploration, testing, and/or analysis associated with the services will be performed by Consultant solely to fulfill the purpose of this Agreement. Any changes in project plans or schedule, referenced within Consultant's reporting should be brought to the attention of the Consultant, in order that provided geotechnical information be reevaluated and, as necessary, modified.

Any geotechnical conclusions and information in Consultant's reporting will rely upon subsurface exploration at a limited number of exploration points, as well as the means and methods described. The Client agrees to accept that subsurface conditions are interpolated between and extrapolated beyond these locations and it is not possible to guarantee the subsurface conditions are as indicated. Actual conditions exposed during any subsequent construction may be expected to differ from those encountered during site exploration. Additional exploration and laboratory analysis can always be performed to further evaluate the site's subsurface conditions, albeit at additional time and cost. The Consultant is available to discuss the benefits of additional exploration and laboratory analysis with the Client. The Scope of Services presented reflects the Client's preferences, objectives, budget, and schedule as understood by Consultant at the time of proposal preparation. The resultant information provided may not be sufficient for use by other parties or other purposes. In the event the Client or any user of Consultant's reporting does not fully understand the earth conditions at the project site, the potential risks affiliated with those conditions, and the acceptance of responsibility to manage/mitigate these risks, Consultant encourages that they contact a representative of the Consultant for further assistance. Furthermore, if the information provided in Consultant's reporting is not fully understood by the Client, our office should be contacted immediately.

A contractor who uses Consultant's reporting for development of his scope of work or cost estimates may find the geotechnical information and conclusions therein to be inadequate or insufficient for his purposes or find the geotechnical conditions described to be at variance with actual conditions or his experience in the greater project area. The contractor is responsible for obtaining the additional geotechnical information that is necessary to develop his work scope and cost estimates with appropriate precision. The Client agrees that it will require any contractor or subcontractor to indemnify Consultant and its officers, agents, and employees for any use of the information generated as a result of the scope of services provided with respect to this Agreement, or, failing to do so, will indemnify Consultant directly by any such use.

ALL DEVELOPMENT CONTAINS INHERENT RISKS: It is important that ALL aspects of Consultant's reporting, as well as the estimated performance (and limitations with any such estimations) of proposed project improvements are understood by the Client and Project Owner (if different). Utilizing reported information/parameters for planning, design, and/or construction constitutes understanding and acceptance of the indemnity provisions governing this Agreement, as well as understanding and acceptance of information/parameters provided, potential risks, potential deviation from actual site conditions, performance estimates, as well as the limitations inherent within such estimations and information provided.

STANDARD OF CARE: In providing its services, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with the same or similar scope of services.

COMMENCEMENT: If Consultant commences performance of all or any portion of the services under this Agreement upon Client's verbal or written authorization but without a signed agreement in place, Client shall be deemed to have approved and ratified this entire Agreement and the terms of this Agreement shall be fully enforceable in the same manner as if a signed agreement were in place.

INFORMATION PROVIDED BY OTHERS: The Client agrees to assist Consultant by placing at its disposal available information pertinent to Consultant's services. It is the responsibility of the owner or supplier of such documents, either electronic or non-electronic, to ensure that Consultant's use does not violate any copyright or confidentiality that may be pertinent to the supplied information. The Client recognizes that it is impossible for Consultant to assure the accuracy, completeness, and sufficiency of such information either because it is impossible to verify, or because of errors or omissions that may have occurred in information provided by others. The Client agrees Consultant cannot and shall not be held accountable for information so provided by others.

HAZARDOUS MATERIALS: Unless otherwise indicated in the scope of services for this project, nothing in this entire Agreement shall be construed as providing any type of service relating to an assessment of the possible presence of oil, hazardous materials, asbestos, radioactive materials or any other environmental contaminants, which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of contaminated materials. The Client/Owner must inform Consultant to the presence of hazardous/contaminated materials, known to him, prior to performance of any subsurface exploration.

RIGHT-OF-ENTRY: Unless otherwise agreed, the City of Idaho Springs will furnish right-of-entry for the Consultant and Consultant's Subconsultants/ Subcontractors to make borings, surveys, and/or conduct other surface or subsurface explorations. The Consultant and its Subconsultants/ Subcontractors will take reasonable precautions to reduce damage to property. However, cost of restoration or damage that may result from field operations is not included in the fee unless otherwise stated.

UTILITIES: Consultant will notify public utilities through the Utility Notification Center of Colorado (UNCC / Colorado 811). Consultant will not be liable for damage to any private utilities as a result of exploration; the utility owner must identify or otherwise locate these utilities. By entering into an agreement with Consultant, the Client accepts this limitation and will either coordinate this utility identification and/or provide information to Consultant regarding the location(s) of on-site utilities. We have assumed that the Client will notify the property owner(s) within 48 hours of proposal execution.

DEFECTIVE EQUIPMENT: Consultant cannot be held liable for any costs affiliated with defective equipment used by the Consultant, regardless of the cause of such defects, because such defects are beyond Consultant's control. By utilizing our services with respect to this project, the Client specifically indemnifies Consultant and its officers, principals, employees, and agents of any and all costs affiliated with any defect in the equipment and understand that their sole recourse with regard to defective equipment (including that which may have been caused inadvertently during installation) is that which is provided by the manufacturer.

SAMPLES: All samples of soil and rock will be discarded thirty (30) days after report submittal. Upon Client's request and written authorization, samples will be delivered in accordance with Client's instructions, or stored up to twelve (12) months after report submittal, for an agreed charge.

REPORTS: All documents prepared or furnished by the Consultant under this Agreement, including reports, plans, and other documents, are instruments of services for the sole use and benefit of the Client. Consultant agrees, upon request, to provide reports, plans, and other documents to Client stored electronically. The Client recognizes that reports, plans, or other documents recorded on and transmitted as electronic media are subject to undetectable alteration due to transmission, conversion, media degradation, or software error. Reports, plans, and other documents prepared by Consultant remain the property of Consultant until all fees for Consultant's services have been paid. Client agrees that all reports, plans, and other documents furnished to the Client and his/her agents not fully paid for will be returned upon demand, and shall not be used for design, licensing, permits, and/or construction. If any information provided to Client under this Agreement is altered in any way or not fully paid for and then used for any aspect of the project or anything else at the subject site, Consultant is indemnified by the Client and the user with regard to professional and general liabilities.

ADDITIONAL SERVICES: Consultant's proposed fees do not include post-report consultation, unless otherwise specified in the proposal. In the event of difficult site access, postponement, or termination of our services for any reason after notice to proceed has been provided by the Client, costs incurred will be charged in accordance with hourly and unit rates as indicated on the Engineering Fee Schedule. Additional staff consultation services requested following issuance of any report will be billed at rates as indicated herein. These fees will be billed accordingly without further notice. Consultant will not proceed with any additional field-related services (drilling, utility locates, etc.) without Client's prior authorization.

INVOICES: Consultant will submit progress invoices to Client monthly and a final bill upon completion of the services. Invoices will show either a lump sum fee or charges for different personnel and expense classifications. Each invoice is due on presentation and is past-due fifteen (15) days from receipt of payment by JVA, Incorporated, from the City of Idaho Springs, but no more than 90 days from invoice date. Rates quoted in this proposal reflect a 3 percent cash/check discount. Pricing will be adjusted to remove this discount in the event the Client prefers to pay by credit card. The Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past-due accounts. Should the Consultant bring suit to recover past-due payment for services rendered to the Client, the Consultant shall be entitled to recover all costs of collection, including reasonable attorneys' fees.

TERMINATION: The Client or the Consultant may, with or without cause, terminate this Agreement at any time upon ten (10) working day's written notice to the other party. In the event all or any portion of the work performed or partially performed by the Consultant be suspended, postponed, terminated, or abandoned by the Client for any reason other than negligent acts, errors, or omissions by Consultant, the Client agrees to pay Consultant for the work performed and cost incurred to date of reception of written notification in accordance with the hourly and unit rates as indicated on the Engineering Fee Schedule. Upon a notice of resume services for the project by the Client, an equitable adjustment in fees and schedule to accommodate the resulting demobilization and remobilization shall be afforded to the Consultant.

FORCE MAJEURE: Any delay in or failure of performance by Consultant shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of the Client or Consultant including, but not limited to, acts of God or the public enemy, expropriation or confiscation, compliance with any order of any governmental authority, changes in law, act of war, rebellion or sabotage, or damage resulting from fires, floods, explosion, accidents, riots, strikes, or other concerted acts of workmen, whether direct or indirect, delays in providing services, or any other causes, whether similar or dissimilar, which are beyond the reasonable control of the Client or Consultant.

THIRD-PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Nor shall any product derived from the services pertaining to this Agreement be transferred to any other party without the written permission of a Principal of the Consultant.

LIMITATION OF LIABILITY: The geotechnical engineering, engineering geology, and related services performed under this Agreement will be performed with the care and skill ordinarily exercised by similar members of Consultant's profession practicing under the same or similar circumstances with a similar scope of services. No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings and/or conclusions made. The economic or technical performance of this or any project cannot be guaranteed in any respect. In no event shall the Consultant be liable to the Client for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred in connection with this Agreement. The Client agrees that the aggregate liability of Consultant and Subconsultant(s) for damages due to or arising from the fault of Consultant and Subconsultant(s), including negligence, breach of contract, or any other theory or cause, shall be limited to the total of the Consultant's fee under this Agreement. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its past or present employees, owners, directors, or officers, harmless for any damage, liability, or cost, including reasonable attorneys' fees, to the extent caused by Client's negligent acts, errors, or omissions in Client's performance in the project under this Agreement.

CORPORATE PROTECTION: It is agreed to by all parties affiliated with this Agreement that the services provided by the Consultant that are in any way connected to this project shall not connect Consultant's employees, owners, directors, or officers to any personal exposure for risks associated with any portion of this project. Therefore, and notwithstanding anything to the contrary that may be contained herein or in any other document related to this project, the Client, future owners, future users, and/or any other trade or professional, agrees that as the sole and exclusive remedy for any claim, demand, or suit shall be directed and/or asserted against the Consultant, a Colorado Corporation, and not against any individuals, including Consultant's past or present employees, owners, directors, or officers.

DISPUTE RESOLUTION: This Agreement is to be governed by the law of the State of Colorado. In an effort to resolve any conflicts that arise between the parties to this Agreement, the Client and the Consultant agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to non-binding mediation before a mutually agreed upon mediator. In the event the dispute cannot be resolved through mediation, the dispute shall be subsequently submitted to binding arbitration before the American Arbitration Association for final resolution. A judgment may be entered in any court of competent jurisdiction to enforce the award rendered in arbitration.

SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform this provision to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.



July 30, 2021

Tracy Lawless, PE
JVA, Inc
1319 Spruce Street
Boulder CO 80302

CC Kirk Taylor, PE

Thank you for the opportunity to propose design services for the parking structure in Idaho Springs, CO. I understand this to be a new three level parking structure.

Attached is my proposed Scope of Work, which identifies the drawings and services I will provide. In addition, you should find a Terms and Conditions sheet which includes a limitation of liability clause. Please read these over carefully and let me know if you have any concerns.

Again, I am pleased to have the opportunity to propose on your project and look forward to being work. This letter will serve as our agreement for services and is valid for 30 days. Please sign and return when you are ready. My current schedule would permit a start date as soon as you are ready to begin.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Koch', written over a horizontal line.

Architect
Michael Koch, AIA
Koch | Covotsos Architects PC

Client

Scope of Work

Project Address:

Blocks 29 and 31 within the City of Idaho Springs, CO

Project Description:

The project includes architectural design and programming for a 284 stall parking structure at the site. The design program includes parking and pedestrian circulation features including two stairs and an elevator per the concept drawings dated 5-5-21.

The project will be permitted through the City of Idaho Springs and designed under the 2015 IBC and current ADA guidelines.

This proposal is a limited scope proposal for concept phase 1A only as outlined below.

Team Structure

Koch Covotsos Architects, PC (KCA or the Sub-consultant) will provide architectural design services and will be architect of record (AOR) for the project. JVA will manage the project and serve as prime contract holder with the City. We understand that other design professionals will be designing the civil, structural, parking design, landscape, urban planning and plumbing design components of the project.

We will be responsible for the architectural drawings, with KCA providing leadership and documentation on the exterior design and vertical circulation systems. Walker will provide parking layouts. KCA will sign and stamp all architectural (A) sheets. Michael Koch is a licensed architect in the State of Colorado and will maintain that license for the duration of the project.

Scope of Architectural Services

Task 1A: Concept Design

The concept design phase is intended to vet out the proposed massing and architectural features of the project before continuing to the full design of the structure. Of particular concern is the relationship of the proposed three-story structure with the adjacent historic buildings in both form and material. The goal is to produce imagery and drawings which can be reviewed by lay people and stakeholders in Idaho Springs, while advancing the design of the project.

- Review proposed Walker footprint and preliminary design (dated 5-5-21) for code or other design issues which may be important. Suggest changes to massing or program that could impact the shape of the stair and elevator towers.
- Review the feasibility of maintaining all or parts of the existing Roberts building on the site from an architectural point of view and make a recommendation to the City.
- Prepare idea boards based on photos of the surrounding architecture, relevant precedents, and ideas from the Client.
- Build a 3d model of the surrounding building and topography to scale to facilitate the design review of the proposed structure. The level of detail for the site model will be focused on the specific existing buildings directly across the street from the project site. Buildings further away may be massed at a building block level only as needed. In general, the level of rendering will be realistic using in house software and resources. We are excluding photo-realistic, high resolution or sub-contracted rendering through a third party. High resolution photo realistic renderings can be added as a separate fee per image.

- Prepare 2-3 design concepts for the building architecture with proposed materials and colors. Present these options to the client and stakeholder group. Assume two iterations of the options to revise or further develop the concepts
- Deliverables Include
 - Use of the 3D model of the site in Revit approximately 100' around the project site
 - Use of the 3D model of two proposed concepts
 - (2) rendered elevations of each concept
 - (2) signature photosimulation views of the preferred option
- Includes (3) maximum design meetings with City staff or stakeholders,
- Includes (2) maximum in person presentations

Task 1B: Schematic Design

- Coordinate with consultants on landscape, traffic and civil improvements
- Site visit to analyze the existing conditions and prepare background photography
- Maintain 3d Revit model of proposed structure preferred option
- Include (2) maximum design meetings with City staff, (1) in person
- Once approved, the scope of design work from SD through construction only includes the parking structure and 5' from the face of the building.
- Create Architectural drawings of the project to a schematic level including plans, sections and elevations of the proposed design
- Prepare a preliminary code study with open calculations
- Present the Preferred design in
 - (1) Hearing Board Presentation
 - (1) City Council Presentation
- Task duration is assumed to be 6 weeks

Task 2: Design Development

- Create material boards for exterior cladding, interior finishes and key design decisions for the building
- Create Architectural drawings of the project to a design development level including plans, sections and elevations of the proposed design
- Research systems for the design including mechanical ventilation if required and stairs.
- Update a preliminary code study with open calculations
- Final drawings will include, but are not limited to:
 - Key plans for orientation
 - Life Safety plans
 - Building elevations
 - Building plans
 - Wall Sections

Task 4: Construction Documents

- FCA will work with the Client to develop the design and documentation of the parking structure.
- Final drawings will include, but are not limited to:
 - Key plans for orientation

- Life Safety plans
- Building elevations
- Building plans
- Wall Sections
- Details
- Full documentation of stairs in plan, section and details
- Full documentation of facade in elevation, section and details
- Specifications of materials and systems for facade, and stairs.

Task 5: Construction Observation

- YCA will oversee the construction of the architectural systems on the project:
 - Make 10 visits to the site and attend monthly OAC meetings, as required to observe the architectural components of the project.
 - Review architectural submittals and shop drawings
 - Answer contractor questions during construction

Exclusions and assumptions: the following are excluded but may be added as an extra service:

- Pedestrian bridges or other specialty connections to adjoining properties
- Changes by the owner after the layout has been approved may result in add services.
- Reimbursable expenses beyond \$1200, such as copies and prints will be billed in at 100% of cost or per the schedule below.
 - B&W plots 11" x 17" = \$1.00
 - B&W plots 24" x 36" = \$2.00
 - Color Plots 11" x 17" = \$4.00
 - Color Plots 18" x 24" = \$7.50
 - Color plots 24" x 36" = \$15.00
 - Miles are billed at \$0.58 per mile

Owner Responsibilities

- Owner shall approve layout prior to proceeding into construction drawing phase.
- Owner shall create and maintain a project budget with contingencies, and establish procedures for tracking costs through the project.
- Owner shall contract with a licensed general contractor directly.
- Owner shall provide soils testing, pin surveys, shoring design or shoring reports.

Compensation: Lump Sum

Architectural Task 1A: \$15,000

Extra Services:

Other services requested by the Client in addition to those outlined in this agreement will be provided on an hourly basis in accordance with the following rates:

	2021 Rate	2022 Rate
Sr Architect:	\$170 per hour	\$170
Architect:	\$120 per hour	\$140
Designer:	\$50 per hour	\$60

Payment Schedule: Payment will be due 30 days from JVA's receipt of payment from the City.



Terms and Conditions

See Agreement to Furnish Consulting Services to JVA, Incorporated for additional terms and conditions

USE OF DRAWINGS

The measured drawings of existing spaces prepared by the Architect for this project are intended as background information and do not constitute an "exact" replication of the existing building and are only accurate to a few inches. The Client shall notify the Architect of any discrepancies in any drawing. The Architect reserves the right to include representations of the design of the project, including photographs of the exterior and interior, among the architect's promotional and professional materials including a web site.

UNAUTHORIZED CHANGES

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

BETTERMENT

If, due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's Documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required; and included in the original Documents. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

DISPUTES

Claims, disputes or other matters in question between the parties to this agreement arising out of or related to this agreement shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, if parties mutually agree. This agreement may be terminated by either party upon not less than seven days' written notice. Failure to make payments to the architect in accordance with this agreement shall be considered cause for termination. In the event of termination not the fault of the architect, the architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due plus 5% of the total fee of the project. This proposal is valid for 30 days.