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337 E. Bennett Avenue, Cripple Creek, CO 80813

**CRIPPLE CREEK CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 16, 2021
5:30 PM**

[Join the June 16, 2021 City Council Meeting By ZOOM](#)

Meeting ID: 930 4921 0178

Passcode: 160214

Telephone: US: +1 720 928 9299

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & INVOCATION**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT**
- 5. REPORTS**
 - A. City Administrator
 - B. Finance Director
- 6. NEW BUSINESS**
 - A. **FIRST READING** to consider adoption of Ordinance 2021-08 an ordinance vacating approximately 28,464 square feet of the Pikes Peak Avenue right of way and adjacent alleyways; including that portion of 60-foot Pikes Peak Avenue lying Between the east line of Prospect Street and the west line of Fifth Street (formerly Colorado Hwy 67); together with the 16 foot alleys in Blocks 19 and 30 between the north line of Golden Avenue and the south line of Galena Avenue, Lots 2-4 of Lots 1-10, Block A, Gold Flats Addition, in the City of Cripple Creek; Alyssa Rivas, City Planner.
 - B. **FIRST READING** to consider adoption of Ordinance 2021-09 an ordinance waiving Water and Sewer Tap Fees and infrastructure costs for residential development in order to promote residential development and economic development in the City of Cripple Creek for a specified time to and through June 2, 2024 unless earlier rescinded or extended by the City Council for the City of Cripple Creek; Erin Smith, City Attorney.
 - C. Consider approval of Resolution 2021-12 a resolution of the City Council of the City of Cripple Creek, Colorado, amending Resolution 2021-11 concerning a Residential Development Incentives Program for encouraging residential development; Erin Smith, City Attorney.
 - D. Consider approval of Resolution 2021-13 approving Consulting Service Agreement with AECOM Technical Services, Inc. for design of a Streetcar Operations Maintenance Transit Facility; Ted Schweitzer, Transportation Director.
 - E. Consider approval of matching funds for Galena Ave. CDOT TAP Grant; Paul Harris, Finance Director and Steve DiCamillo, Public Works Director.
- 7. ADJOURNMENT.**

CITY OF CRIPPLE CREEK, COLORADO

ORDINANCE NO. 2021-08

AN ORDINANCE VACATING APPROXIMATELY 28,464 SQUARE FEET OF THE PIKES PEAK AVENUE RIGHT OF WAY AND ADJACENT ALLEYWAYS; INCLUDING THAT PORTION OF 60-FOOT PIKES PEAK AVENUE LYING BETWEEN THE EAST LINE OF PROSPECT STREET AND THE WEST LINE OF FIFTH STREET (FORMERLY COLORADO HWY 67); TOGETHER WITH THE 16 FOOT ALLEYS IN BLOCKS 19 AND 30 BETWEEN THE NORTH LINE OF GOLDEN AVENUE AND THE SOUTH LINE OF GALENA AVENUE. LOTS 2-4 OF LOTS 1-10, BLOCK A, GOLD FLATS ADDITION, IN THE CITY OF CRIPPLE CREEK.

WHEREAS, the City Council for the City of Cripple Creek, Colorado finds no reason to continue the right, title or interest of the City of Cripple Creek, (the "City"), in the portion of right of way described and depicted in Exhibit A hereto; and

WHEREAS, the owner of lots adjacent to the above-described portion of right of way (the "Applicant") has filed an application with the City requesting that the City vacate 28,464 feet of such right-of-way; and

WHEREAS, based on information submitted by the Applicant, they request the vacation to acquire a portion of right of way in order to in order to create a stronger physical and visual connection from the Wildwood Hotel and the Wildwood Casino, and to construct a new covered passenger pick-up zone; and

WHEREAS, under the circumstances, the City Council for the City of Cripple Creek finds it appropriate to vacate the described portion of the right of way.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

Pursuant to C.R.S. § 43-2-301 et seq., the City of Cripple Creek hereby vacates and divests itself of right, title, and interest in and to that portion of the platted right of way and alleys described and depicted in Exhibit A hereto subject to the following conditions:

1. Incorporation. The Cripple Creek City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.
2. Vacation and Merger; Reservation of Utility Easement. The right of way as depicted in Exhibit "A" is hereby vacated, and this vacated right-of-way shall merge with the adjacent property as provided by C.R.S. §42-3-302; provided, however, there is hereby reserved by the City, a perpetual public utility easement, including the perpetual right to enter upon said property at a time that it may see fit.

3. Recordation. The right-of-way vacation provided for herein shall not become effective until this Ordinance is recorded with the Office of the Clerk and Recorder of Teller County by the City.
4. Cost Reimbursement. Owner shall reimburse the City for all legal and engineering fees, expenses, and costs incurred in connection with this right-of-way vacation and Ordinance.
5. Waiver of Defects. In executing this document, Owner waives all objections it may have over the final disposition of the right-of-way vacation and its merger pursuant to state statute, defects, if any, in the form of this document, the formalities for execution, or over the procedure, substance, and form of the ordinances or resolutions adopting this document.

PASSED ON FIRST READING AND ORDERED PUBLISHED THIS _____ OF _____, 2021.

Janell Sciacca, CMC
City Clerk

PASSED ON SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2021.

CITY OF CRIPPLE CREEK, COLORADO

Milford Ashworth, Mayor

ATTEST:

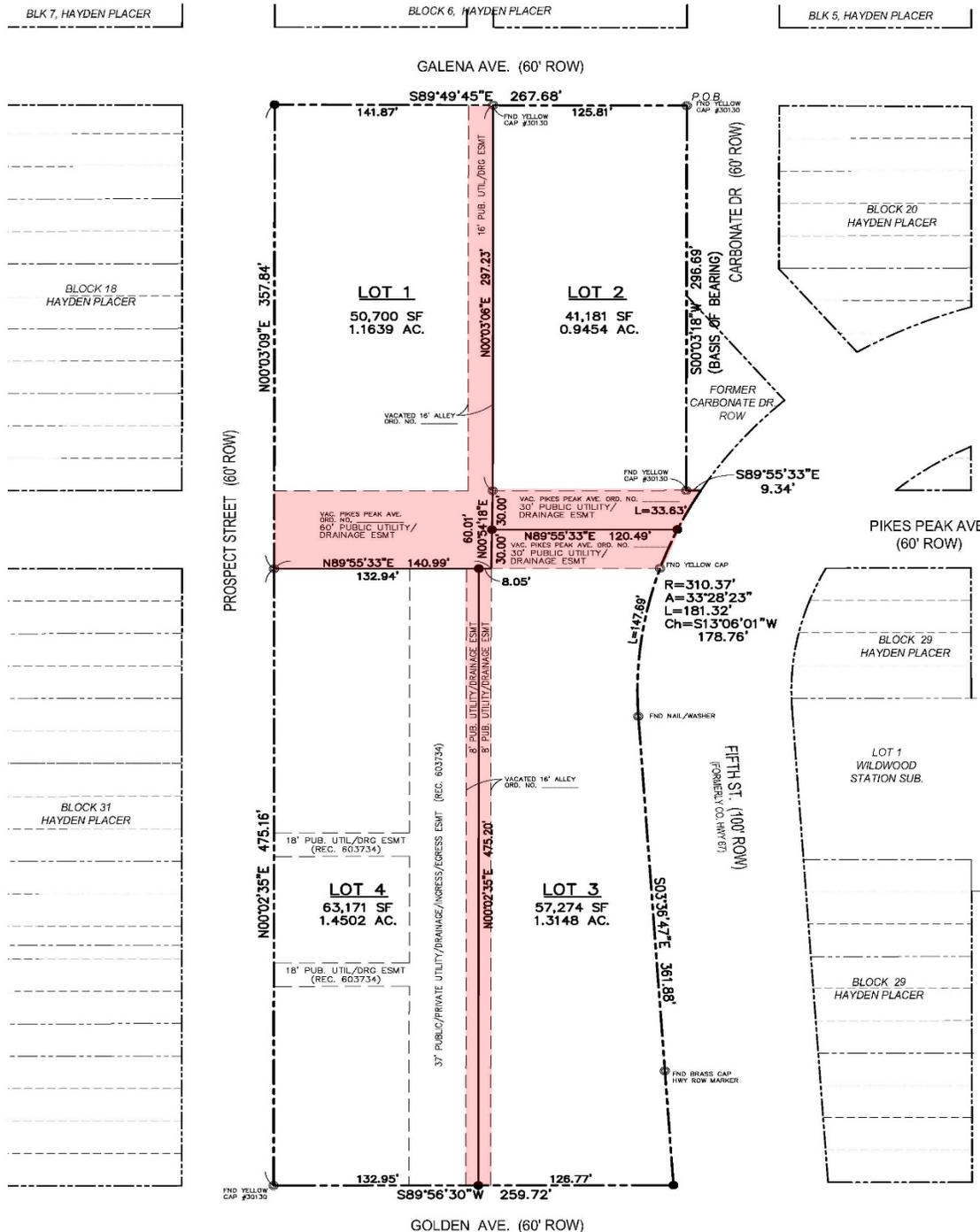
Janell Sciacca, CMC
City Clerk

APPROVED AS TO FORM:

Erin M. Smith
City Attorney

EXHIBIT A

A request to vacate 28,464 square feet of the Pikes Peak Avenue right of way and adjacent alleyways, including that portion of 60-foot Pikes Peak Avenue lying between the east line of Prospect Street and the west Line of Fifth Street (Formerly Colorado Hwy 67); together with the 16-foot alleys in Blocks 19 and 30 between the north line of Golden Avenue and the south line of Galena Avenue, Lots 2-4 of Lots 1-10, Block A, Gold Flats Addition; submitted by Merit WPU.



Area to be vacated
(Includes designated public utility/drainage easement)

CITY OF CRIPPLE CREEK, COLORADO

ORDINANCE NO. 2021-09

AN ORDINANCE AUTHORIZING THE WAIVING OF WATER AND SEWER TAP FEES AND INFRASTRUCTURE COSTS FOR RESIDENTIAL DEVELOPMENT IN ORDER TO PROMOTE RESIDENTIAL DEVELOPMENT AND ECONOMIC DEVELOPMENT IN THE CITY OF CRIPPLE CREEK FOR A SPECIFIED PERIOD TO AND THROUGH JUNE 2, 2024 UNLESS EARLIER RESCINDED OR EXTENDED BY THE CITY COUNCIL FOR THE CITY OF CRIPPLE CREEK.

WHEREAS, the City of Cripple Creek (“City”) is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the City Council of the City of Cripple Creek, Colorado (“City Council”) acknowledges the extraordinary circumstance stemming from a lack of available housing supply within the City and the surrounding area; and

WHEREAS, the City Council recognizes the public importance and significance of adequate housing options to strengthen the local economy, provide increased quality of life and build on local assets; and

WHEREAS, the City Council desires to encourage residential development within the City especially in the near term and at all price points but especially housing suitable for workforce housing; and

WHEREAS, the City Council recognizes that by waiving the current water and sewer tap fees and infrastructure costs according to the conditions and requirements of this Ordinance, the economic development of the City may be enhanced.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, TELLER COUNTY:

Section 1. Beginning on the date of adoption of this Ordinance No. 2021-09, and ending on the close of business on June 2, 2024, the water and sewer tap fees for construction of residential dwelling units to be used for residential purposes may be waived, provided the balance of requirements of this Ordinance are met.

Section 2. In order to take advantage of the waiver of the water and sewer tap fees, the following requirements of this Ordinance must be met:

- a. A Building Permit for the proposed construction shall be approved and issued by the City of Cripple Creek Building Department on or before the close of business on June 2, 2024.

- b. Construction shall be completed, and a final Certificate of Occupancy shall be issued by the Cripple Creek Building Department by June 2, 2025.
- c. The waiver may not have a material negative impact on the City’s finances, infrastructure and/or costs of providing services to the proposed project because of the nature of the use, lack of infrastructure, inadequate water or sanitary sewer capacity or other factor(s) as decided by the City Council.
- d. The construction shall be for a project that materially enhances residential dwelling unit supply and quality within the City, as decided by the City Council.

Section 3. If any of the four conditions set forth above are not met, the waiver of the tap fees shall be null and void, and the tap fees shall be due and payable, in full, immediately upon the failure of such condition(s) and no Certificate of Occupancy shall be issued until said balance is paid in full.

Section 4. This waiver of water and sewer tap fees may include a waiver of the cost of design and/or construction of any necessary extension or addition of a water or sewer transmission line or distribution systems required to provide water or sewer service to the site, provided the four conditions set forth in Section 2 of this Ordinance are met. This does not preclude the possibility of the benefits of a Cost Recovery Agreement, in accordance with the City’s policy, which may be possible between the developer and the City to recover a portion of such cost.

Section 5. The waivers described in Sections 2 and 4 of this Ordinance may be applied together or separately depending on the project. Priority will be given on the basis of projected completion date and number of units suitable for workforce housing. Projects with earlier projected completion dates and more affordable units will receive priority.

Section 6. Nothing herein contained shall in any way be construed as granting or creating a vested property right, other property right, entitlement or any other right to the developer. The City Council expressly reserves the right to amend, repeal or otherwise alter the terms and conditions of this Ordinance.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

PASSED ON FIRST READING AND ORDERED PUBLISHED THIS _____ OF _____, 2021.

Janell Sciacca, City Clerk

PASSED ON SECOND READING AND ADOPTED BY THE CITY COUNCIL
THIS _____ DAY OF _____, 2021.

CITY OF CRIPPLE CREEK

Milford Ashworth, Mayor

ATTEST:

Janell Sciacca, City Clerk

APPROVED AS TO FORM:

Erin M. Smith, City Attorney

CITY OF CRIPPLE CREEK, COLORADO

RESOLUTION NO. 2021-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO AMENDING RESOLUTION NO. 2021-11 CONCERNING A RESIDENTIAL DEVELOPMENT INCENTIVES PROGRAM FOR ENCOURAGING RESIDENTIAL DEVELOPMENT

WHEREAS, the City Council of the City of Cripple Creek, Colorado (“City Council”) acknowledges the lack of available housing supply within the City and the surrounding area; and

WHEREAS, the City Council recognizes the public importance and significance of adequate housing options to strengthen the local economy, provide increased quality of life and build on local assets; and

WHEREAS, the City Council desires to encourage residential development within the City especially in the near term and at all price points but especially housing suitable for workforce housing; and

WHEREAS, on June 2, 2021, the City Council passed Resolution No. 2021-11 to recognize the public purpose and importance of encouraging quality residential development in an effort to increase housing supply within the City and to establish a residential development incentive program; and

WHEREAS, the City Council further finds and determines the need to clarify and amend the incentive options in Resolution No. 2021-11.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

Section 1. Resolution No. 2021-11 is hereby amended to read as follows:

Section 1. The City Council hereby recognizes and declares the public benefits to the citizens of Cripple Creek of increased residential property inventory within the community and hereby declares that encouraging quality residential development will aid in the furtherance of this vital public purpose for the City, its citizens and businesses.

Section 2. The City Council hereby establishes a residential development incentives program. For the purpose of encouraging residential development the City may offer the following incentives for residential development until June 2, 2024 unless earlier rescinded or extended:

1. Waive, defer or reimburse water and sanitary sewer tap fees for not less than ten percent (10%) of the tap fee amount due and subject to the terms and conditions of a tap fee waiver agreement;

2. Make available materials such as pipes, valves, and other construction materials for purchase at the City's cost to builders to reduce overhead material costs;
3. Make available at the City's cost or no cost backfill material such as bedding for pipes and road base;
4. Make available, subject to the terms and conditions of an indemnification agreement, at no cost to builders a designated dump area for dirt, concrete, and asphalt;
5. Waive, defer or reimburse permitting fees to the extent of the City staff administrative costs component;
6. Reimburse a portion of or all public infrastructure expenses either directly or through a Cost Recovery Agreement in accordance with the City's policy.

Section 3. The incentives listed above may be utilized together or separately depending on the project. Priority will be given on the basis of projected completion date and number of units suitable for workforce housing. Projects with earlier projected completion dates and more affordable units will receive priority. Council directs the City Administrator and the Administrator's designee(s) to develop policies, application forms and agreements for administering the residential development incentive program.

Section 4. As part of the residential development program the City Council directs the City Staff to:

1. Promote the City's low property taxes and water rates;
2. Seek grants.

Section 5. Effective Date. This Resolution shall take effect upon its approval by the City Council.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED at Cripple Creek, Colorado, this _____ day of June, 2021.

CITY OF CRIPPLE CREEK, COLORADO

MILFORD ASHWORTH, Mayor

ATTEST:

Janell Sciacca, City Clerk

APPROVED AS TO FORM:

Erin M. Smith, City Attorney

**CITY OF CRIPPLE CREEK, COLORADO
RESOLUTION NO. 2021-13**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR DESIGN SERVICES RELATED TO A CRIPPLE CREEK STREETCAR OPERATIONS MAINTENANCE TRANSIT FACILITY.

WHEREAS, the City of Cripple Creek is authorized to enter into contracts for lawful purposes; and

WHEREAS, the City Council of the City of Cripple Creek, Colorado, desires to retain a contractor to provide technical consulting services related to designing an operations and maintenance transit facility for a historic Streetcar system; and

WHEREAS, AECOM Technical Services, Inc. has provided a proposal and represents it is qualified to perform the services requested by the City as listed in **Exhibit A**.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRIPPLE CREEK, COLORADO, THAT:

Section 1. The City Council hereby approves the attached Consulting Services Agreement and associated Addendum and authorizes the Mayor to execute said agreement.

Section 2. Compensation and payment for services rendered shall be in an amount not to exceed \$146,920.00 and as outlined in **Exhibit B – Compensation & Payment**.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 16th DAY OF June, 2021.

CITY OF CRIPPLE CREEK, COLORADO

By: _____
Milford Ashworth, Mayor

ATTEST:

By: _____
Janell Sciacca, CMC
City Clerk

AECOM Project Number:
AECOM Project Name: Cripple Creek Streetcar Operations Facility

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) effective this June 8th, 2021, is by and between **the City of Cripple Creek**, a Colorado public agency, (“Client”), and **AECOM Technical Services, Inc.**, a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** (“Services”), incorporated herein by reference.

1.2 AECOM will provide the work products (“Deliverables”) in accordance with the schedule (“Project Schedule”), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** (“Compensation and Payment”), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Cripple Creek
PO Box 430
Cripple Creek, CO 80813-0430

Attn: Ted Schweitzer [Project Manager]

TO AECOM:

AECOM Technical Services, Inc.
7595 Technology Way
Suite 200
Denver, CO 80237

Attn: Kevin Keady [Principal In Charge]

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by

AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a

limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly

involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcentrated-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

- Executed Change Orders
- Consulting Services Agreement Article 26
- Consulting Services Agreement Articles 1 through 25 and 27
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

26. SPECIAL TERMS AND CONDITIONS

1. Article 22: Severability and Survival: Add to the list of surviving provisions: Addendum and all provisions contained therein.
2. See Addendum attached hereto and incorporated herein.

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: City of Cripple Creek

Signature

Signature

Kevin Keady

Printed Name

Printed Name

VP, Principal, Authorized Signatory

Printed Title

Printed Title

June 8, 2021

Date

Date

AECOM Technical Services, Inc.
7595 Technology Way
Suite 200
Denver, CO 80237
Address

Address

(End of page)

EXHIBIT A

SERVICES

Services:

The following provides a summary of the work the AECOM team will provide within each task. Services as written below supersede and replace any and all tasks and deliverables listed in the AECOM February 1, 2021 proposal submittal.

TASK 1 - PROJECT SET UP

- 1.1 **Soft-Kickoff** – AECOM will host and facilitate a web-based soft-kickoff meeting via Microsoft Teams. The goal is to create familiarity, share institutional knowledge, discuss design process, City process, schedule, anticipated regulations, and project logistics.
- 1.2 **Project Advisory Committee** – During this time we will want to work with you to establish a Project Advisory Committee (PAC). This is a small group of decisions makes who will work regularly with our design team to clarify design and project decisions.

TASK 2 - PROGRAM VERIFICATION & DESIGN REPORT

- 2.1 **Existing Data** – Existing program, goals, criteria, and planning studies provided to the team during the kickoff stage will be reviewed. From this we will identify gaps, areas for further development, and areas of verification.
- 2.2 **Kickoff** – AECOM will host and facilitate an in-person charrette with Client-identified stakeholders and user groups. The charrette will focus on process introduction, establishing project goals, criteria for success, and verifying assumptions.
- 2.3 **Site Evaluation** – Our Colorado-based design team will conduct a site visit, observe existing conditions, opportunities, and challenges, and begin the site design and environmental process.
- 2.4 **User Interviews** – AECOM will facilitate up to four (4) targeted “mini” workshops with the combined user group, focused on understanding workflow, space needs, equipment needs and related project expectations.

TASK 3 - ENVIRONMENTAL REVIEW

- 3.1 **Haz-Mat Desktop Review** – AECOM will complete a desktop analysis for hazardous materials of the project area. A desktop analysis includes the purchase of a database search by an external company (e.g., EDR) of

publicly available and government hazardous material records and reports detailing past and current environmental conditions. A draft technical memorandum (Hazardous Materials Analysis Technical Memorandum) will be prepared that will summarize the results of the desktop analysis and EDR report findings, and it will be submitted to the client for review. After incorporation of one round of comments, we will submit an electronic copy of the final Initial Hazardous Materials Analysis Technical Memorandum to the client for the project record.

3.2 Environmental Resources Review – AECOM will perform preliminary desktop analysis of the project area for environmental resources. The resources that will be evaluated include federally threatened and endangered species protected under the Endangered Species Act. AECOM will use the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) website to generate a list of federally protected species that may occur in the vicinity of the project area. We will evaluate the potential presence of suitable habitat for this list of species based on aerial photography. AECOM will also complete a preliminary desktop analysis of wetlands and surface water features of the project area via aerial photographs as waters of the U.S. are protected under Section 404 of the Clean Water Act. For Title VI of the Civil Rights Act of 1964, AECOM will perform a preliminary desktop analysis of the potential project impacts to see if the proposed project will have any major impacts to minority, low-income, and/or LEP populations. For cultural resources, AECOM will complete a preliminary desktop analysis for historic and archaeological resources for the project. The results of these preliminary desktop analyses will be summarized in an Environmental Technical Memorandum (2-4 pages). A draft of the memo will be provided to the client for review. Upon addressing minor comments, a final version will be submitted as an electronic file.

3.3 Title VI Equity Analysis – In accordance with Chapter III of FTA Circular 4702.1B, a Title VI equity analysis comparing the impacts on minority and low-income persons of siting facilities at any identified feasible locations is required. For the Title VI equity analysis, AECOM will perform a preliminary desktop analysis of the potential project impacts to see if the proposed project will have any major impacts to minority, low-income, and/or limited English proficiency (LEP) populations. This analysis may include the identification of the Major Service Change Policy and the collection and evaluation of demographic data for the service area and surroundings. Data from American Community Survey 5-year data from Census Block Group data representing Cripple Creek and Teller County will likely be collected. The goal of the data collection will be to focus on population totals and densities for total population, minority population, low-income, and LEP populations in Cripple Creek and Teller County. Data from the block groups and county will be compared to identify concentrations of Title VI protected populations. This data will be assessed for any impacts the service may have on the affected and total population. A report will be prepared detailing the results of the analysis and mitigation recommendations.

TASK 4 – CONCEPT DESIGN

- 4.1 **Building Massing** - Incorporate programming verification.
- 4.2 **Document Design Requirements**
- 4.3 **Conceptual Narratives** – Develop narratives for major building systems (MEP, Fire, Structural, Civil)
- 4.4 **Concept Design** – AECOM will develop the building program and design criteria into vertical form. The design team will look at building massing, aesthetic context, major building systems, functionality and overall design.

TASK 5 – ROUGH ORDER OF MAGNITUDE (ROM) COST ESTIMATE

- 5.1 **Conceptual ROM Cost Estimate** – AECOM's inhouse cost consultancy will develop a systems-based conceptual construction estimate per the City's criteria.

TASK 6 – FINAL & COUNCIL PRESENTATION

- 6.1 **Final Concept Plan**
- 6.2 **City Council Presentation**

ASSUMPTIONS

- A. City shall furnish all information and technical data in City's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the services or at such other times as the Owner and AECOM mutually agree.
- B. AECOM is entitled and will rely upon the accuracy, completeness, currency, and non-infringement of information and data provided by City or obtained from generally accepted sources within the industry, expect to the extent such verification by AECOM may be expressly required as a defined part of the services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.
- C. City will furnish the required information and services and will render decisions as expeditiously as necessary for the orderly progress of AECOM's Services and of the Work.
- D. City will provide known environmental hazmat sites, identified wetlands and T&E species, historic and archeological properties/sites.
- E. City will be responsible for identification and coordination of stakeholder and user groups, including coordinating schedules for workshop and charrette meetings.

- F. City will be responsible for hosting any in-person meetings in Cripple Creek, providing meeting space and materials to conduct the workshops.
- G. Assume the number of in-person meetings will not exceed those indicated in this description of services.

EXCLUSIONS

- A. These services exclude providing financial feasibility or other special studies.
- B. These services exclude providing LEED or other certification services.
- C. These services exclude preparing for, coordinating with, participating in, and responding to structured independent review processes, including, without limitation project peer review, value engineering, and constructability review as requested by Owner or others.
- D. These services exclude providing services in connection with the work of a construction manager as advisor retained by Owner.
- E. These services exclude providing a detailed analysis of owning and operating costs, detailed quantity surveys, inventories of material, equipment and labor or other cost projections.
- F. These services exclude providing services for planning tenant or rental spaces beyond the space and level contemplated.
- G. These services exclude preparing to serve or serving as an expert witness or providing litigation support services in connection with any public or private hearing, arbitration proceeding or legal proceeding related to the project.
- H. These services exclude special studies for the project such as life cycle cost analysis.
- I. These services exclude providing services for the design, selection, or installation of graphics and signage.
- J. These services exclude providing services in connection with the procurement or installation of works of art.
- K. These services exclude assisting with the promotion or publicity of the project.
- L. These services exclude providing or assisting with the construction of special physical presentation models.

Schedule:

<p>MEETINGS</p> <p>TASK 1 – PROJECT SET UP</p> <ul style="list-style-type: none">1.i Soft Kickoff <p>TASK 2 – PROGRAM VERIFICATION & DESIGN REPORT</p> <ul style="list-style-type: none">2.i Kickoff Workshop <p><i>Attendees: Design team, Project Leadership Committee, key Stakeholders</i></p>

<ul style="list-style-type: none"> 2.ii Site Analysis Workshop <i>Attendees: Design Team & Key Stakeholders</i> 2.iii User Programming Interviews <i>Attendees: Client-designated specific user groups</i> 2.iv Regular Weekly Project Meetings <i>Attendees: Design Team and Project Leadership Team</i> 2.v City Council Presentation <i>Attendees: Design Team and City</i> <p>TASK 4 – CONCEPT DESIGN</p> <ul style="list-style-type: none"> 4.i Concept Design Milestone Kickoff 4.ii Regular Project Web-Based Meetings (assumed to be every other week) <p>TASK 6 – Council Presentation</p> <ul style="list-style-type: none"> 6.i City Council Presentation
<p>SCHEDULE</p> <p>This scope of services assumes a 6-month schedule from early July 2021, to end of December 2021. AECOM reserves the right to request additional services if the project schedule extends beyond this duration, outside of AECOM's control.</p>

Deliverables:

<p>TASK 1 - PROJECT SET UP DELIVERABLES</p> <ul style="list-style-type: none"> 1.A Project Schedule – Overall project schedule to include regular PAC meetings, design milestones, City review times and other agency approval processes. 1.B Project Roster – Names roles and contact information for the AECOM team as well as your team. 1.C Communication Flow Diagram – Diagram detailing the decision-making process, communications protocols, and guidelines for communication with the public. <p>TASK 2 - PROGRAM VERIFICATION & DESIGN REPORT DELIVERABLES</p> <ul style="list-style-type: none"> 2.A Design Assessment Report (DAR) – Final space program, established design criteria, site diagram, proposed layout/blocked floor plans, and records of decision process. 2.B Meeting Minutes – From each meeting and interview, with details of attendees, discussion topics, decisions and action items.
--

- 2.C **Design Decision Log** – AECOM will maintain a design decision log to capture direction and/or deviations from scope of work. This document will be reviewed on a recurring basis as established in the kickoff meeting.
- 2.D **Requests for Information (RFI) Log** – AECOM will maintain a design RFI log to maintain the flow of information from Stakeholders and designers.
- 2.E **City Council Presentation Materials** – Presentation graphics communicating vision and intent

TASK 3 - ENVIRONMENTAL REVIEW DELIVERABLES

- 3.A **Initial Hazardous Materials Analysis Technical Memorandum**
Draft and Final Deliverables
- 3.B **Environmental Technical Memorandum**
Draft and Final Deliverables
- 3.C **Equity Analysis Results and Mitigation Recommendations**

TASK 4 – CONCEPT DESIGN DELIVERABLES

- 4.A **Conceptual Floor Plans** – Demonstrating use, flow, code considerations and equipment layouts, and construction phasing if needed.
- 4.B **Conceptual Elevations** – Rendered conceptual elevations to demonstrate materiality and aesthetic intent.
- 4.C **Conceptual 3D Renderings** – Perspective views to demonstrate design in context. Assumes two (2) renderings.
- 4.D **Design Narrative** – A design narrative focused on major building systems, life safety, equipment and operations considerations and materiality.
- 4.E **Conceptual Code Analysis** – A preliminary code analysis focused on identifying high level constraints.

TASK 5 – CONCEPTUAL ROM COST ESTIMATE

- 5.A **Systems-Based Conceptual ROM Cost Estimate**

TASK 6 – FINAL CONCEPT AND COUNCIL PRESENTATION DELIVERABLES

- 6.A **Final Concept Design Plan**
- 6.B **City Council Presentation Materials** – Presentation graphics communicating vision and intent

AECOM Project Manager

Name	Stephanie Maltby
Title	Project Manager
Address	111 SW Columbia, Suite 1500, Portland, OR 97201
Phone Number	(503) 320-1015
Email Address	steph.maltby@aecom.com

Client Project Manager

Name	Ted Schweitzer
Title	Transit Capital Projects Manager
Address	PO Box 430, Cripple Creek, CO 80813-0430
Phone Number	(719) 689-3735
Email Address	tschweitzer@cripple-creek.co.us

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EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
Final Deliverable	\$ 146,920.00

NOTE: AECOM will submit invoices to Owner on a monthly basis and will be in proportion to Services performed.

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other: .

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule: .

2.1 HOURLY LABOR RATE SCHEDULE

INTENTIONALLY OMITTED

2.2 OTHER HOURLY LABOR RATE CATAGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____ 20__ between AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

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4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ and Fee \$]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$.

5. Project Impact:

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6. Other Changes (including terms and conditions):

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- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

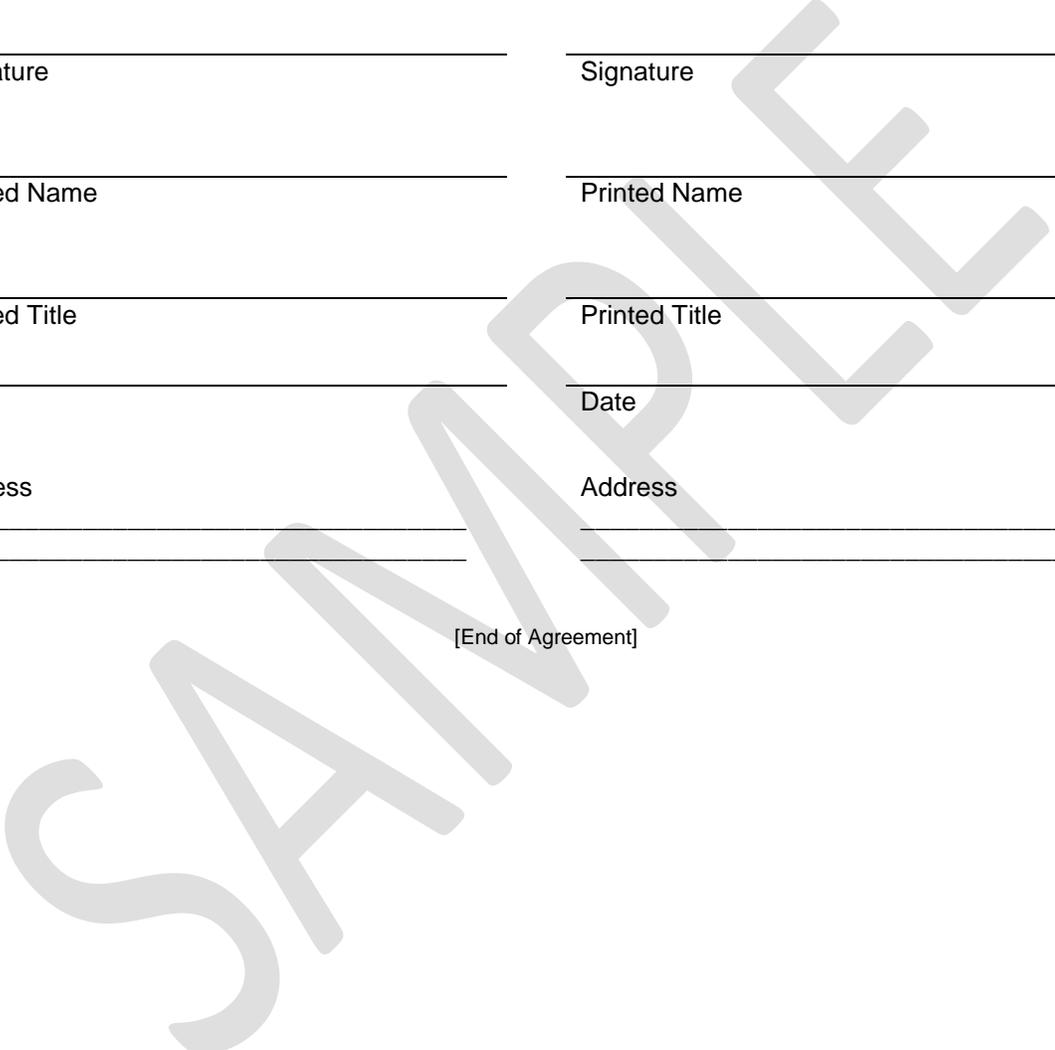
Date

Date

Address

Address

[End of Agreement]



Addendum to Consulting Services Agreement
between AECOM Technical Services, Inc. (“AECOM” or “Consultant”)
and the City of Cripple Creek (“Client”) effective June 8, 2021

I. Colorado Governmental Immunity Act. Client, by entering into this Agreement, does not waive any rights or protections it may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

II. TABOR. As required by Article X, Section 20 of the Colorado Constitution, any obligation of Client not performed in the current fiscal year shall be subject to annual appropriation of funds by Client’s governing body. Should sufficient funds not be appropriated for Client’s performance in future fiscal years this Agreement shall terminate and be of no further force or effect.

III. Illegal Aliens.

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

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

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

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

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

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

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

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

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

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

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

IV. Third Parties. There are no intended third-party beneficiaries to this Agreement.

Client City of Cripple Creek

Date

June 8, 2021

AECOM Technical Services

Date

NO EMPLOYEE AFFIDAVIT

[To be completed only if Consultant does not have any employees]

1. Check and complete one:

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

OR

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

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the City.

Signature

Date



P.O. Box 430 Cripple Creek, CO 80813 (719) 689-2502

To: Colorado Department of Transportation
From: Milford Ashworth, Mayor
Subject *Matching Funds for TAP Grant*
Copy: Ray White, Interim City Administrator
Paul Harris, Finance Director
Steve DiCamillo, Public Works Director
Date: June 17th, 2021 #2021-4

On behalf of the City of Cripple Creek, I wanted to inform you that the City Council voted on June 16th, 2021, to commit up to \$158,000, which the city will be receiving from the American Rescue Plan Act funding in 2021, as matching dollars towards the \$1,412,186 TAP Grant Galena Street Project.

The current total project estimated cost from the city's contracted engineering firm, Bohannon Huston, is \$1,412,186 (attached). The TAP grant total is \$1,312,794 (see attached document), leaving an overage of \$99,392. The city had already committed to a match of \$25,621. This would bring the city's estimated contribution to \$125,013 (\$99,392 + \$25,621).

Sincerely,

Milford Ashworth
Mayor

EXHIBIT C-3, FUNDING PROVISIONS

**TAP M275-008 (21857)
MTF M275-010 (24106) MMOF**

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,312,794.00, which is to be funded as follows:

1. BUDGETED FUNDS	
TAP M275-008 (21857)	
a. Federal Funds (100% TAP Funds)	\$684,689.00
(80% of Participating TAP Funds)	<u>\$102,484.00</u>
b. Local Agency Matching Funds (20% of Participating TAP Funds)	\$ 25,621.00
MTF M275-010 (24106)	
c. State Funds (100% of MMOF Funds)	\$500,000.00
TOTAL BUDGETED FUNDS	
\$1,312,794.00	
2. OMB UNIFORM GUIDANCE	
a. Federal Award Identification Number (FAIN):	TBD
b. Federal Award Date:	TBD
c. Amount of Federal Funds Obligated:	\$102,484.00
d. Total Amount of Federal Award:	\$787,173.00
e. Name of Federal Awarding Agency:	FHWA
f. CFDA Number	CFDA 20.205
g. Is the Award for R&D?	No
h. Indirect Cost Rate (if applicable)	N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY	
a. Federal Funds Budgeted	\$787,173.00
b. State Funds Budgeted	\$500,000.00
c. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	
\$1,287,173.00	
4. FOR CDOT ENCUMBRANCE PURPOSES	
TAP M275-008 (21857)	
a. Total Encumbrance Amount	\$812,794.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00
MTF M275-010 (24106)	
c. Total Encumbrance Amount (Only CDOT funds are encumbered)	\$500,000.00
d. Less ROW Acquisition 3111 and/or ROW Relocation 3109	
Net to be encumbered as follows:	
\$1,312,794.00	
<i>Note: Only Design funds are currently not available. Additional funds will become available after execution of an Option Letter (Exhibit B) or formal amendment.</i>	

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST - FOR INFORMATION ONLY
 THE CITY OF CRIPPLE CREEK TAP SIDEWALK PROJECT



07/21/2020 FOR REVIEW - NOT FOR CONSTRUCTION

INDEX B P S	CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	GALENA		CRYSTAL		PROSPECT		PROJECT		ENGINEERS ESTIMATE				
				PLAN	AS.	PLAN	AS.	PLAN	AS.	PLAN	AS.	UNIT COST	GALENA	CRYSTAL ST	PROSPECT	PROJECT
	201-00000	CLEARING AND GRUBBING	LS	0.33		0.33		0.33		1		\$18,000.00	\$5,940.00	\$5,940.00	\$5,940.00	\$17,820.00
	202-00035	REMOVAL OF PIPE	LF	195		79		15		289		\$36.00	\$7,020.00	\$2,844.00	\$540.00	\$10,404.00
	202-00155	REMOVAL OF W ALL	LF	20		0		0		20		\$240.00	\$4,800.00	\$0.00	\$0.00	\$4,800.00
	202-00220	REMOVAL OF ASPHALT MAT	SY	560		168		189		917		\$22.00	\$12,320.00	\$3,696.00	\$4,158.00	\$20,174.00
	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	177		66		75		318		\$90.00	\$15,930.00	\$5,940.00	\$6,750.00	\$28,620.00
	206-00530	FILTER MATERIAL (CLASS C)	CY	7		6		0		13		\$55.00	\$385.00	\$330.00	\$0.00	\$715.00
	207-00205	TOPSOIL	CY	197		125		97		419		\$48.00	\$9,456.00	\$6,000.00	\$4,656.00	\$20,112.00
	207-00210	STOCKPILE TOPSOIL	CY	197		125		97		419		\$20.00	\$3,940.00	\$2,500.00	\$1,940.00	\$8,380.00
	208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	10		10		10		30		\$6.00	\$60.00	\$60.00	\$60.00	\$180.00
	208-00020	SILT FENCE	LF	1656		853		872		3381		\$5.00	\$8,280.00	\$4,265.00	\$4,360.00	\$16,905.00
	208-00035	AGGREGATE BAG	LF	256		104		96		456		\$12.00	\$3,072.00	\$1,248.00	\$1,152.00	\$5,472.00
	208-00045	CONCRETE W ASHOUT STRUCTURE	EA	1		0		0		1		\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	32		22		42		96		\$25.00	\$800.00	\$550.00	\$1,050.00	\$2,400.00
	208-00070	VEHICLE TRACKING PAD	EA	1		1		1		3		\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$9,900.00
	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOU	20		20		20		60		\$75.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
	208-00105	REMOVAL AND DISPOSAL OF SEDIMENT	HOU	10		10		10		30		\$150.00	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
	208-00106	SW EEPING (SEDIMENT REMOVAL)	HOU	20		20		20		60		\$195.00	\$3,900.00	\$3,900.00	\$3,900.00	\$11,700.00
	208-00207	EROSION CONTROL MANAGEMENT	DAY	20		10		10		40		\$270.00	\$5,400.00	\$2,700.00	\$2,700.00	\$10,800.00
	210-00810	RESET GROUND SIGN	EA	4		0		5		9		\$330.00	\$1,320.00	\$0.00	\$1,650.00	\$2,970.00
	210-04010	ADJUST MANHOLE	EA	2		0		0		2		\$1,100.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00
	210-04020	MODIFY INLET	EA	0		1		0		1		\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00
	210-04025	MODIFY STRUCTURE	EA	0		4		5		9		\$360.00	\$0.00	\$14,400.00	\$18,000.00	\$32,400.00
	210-04050	ADJUST VALVE BOX	EA	1		5		6		12		\$600.00	\$600.00	\$3,000.00	\$3,600.00	\$7,200.00
	212-00006	SEEDING (NATIVE)	ACR	0.370		0.230		0.180		0.780		\$5,000.00	\$1,850.00	\$1,150.00	\$900.00	\$3,900.00
	212-00032	SOIL CONDITIONING	ACR	0.370		0.230		0.180		0.780		\$4,000.00	\$1,480.00	\$920.00	\$720.00	\$3,120.00
	213-00012	SPRAY-ON MULCH BLANKET	ACR	0.370		0.230		0.180		0.780		\$5,000.00	\$1,850.00	\$1,150.00	\$900.00	\$3,900.00
	240-00000	WILDLIFE BIOLOGIST	HOU	20		10		10		40		\$125.00	\$2,500.00	\$1,250.00	\$1,250.00	\$5,000.00
	240-00010	REMOVAL OF NESTS	HR	10		5		5		20		\$140.00	\$1,400.00	\$700.00	\$700.00	\$2,800.00
	240-00020	NETTING	SY	50		25		25		100		\$11.25	\$562.50	\$281.25	\$281.25	\$1,125.00
	304-05006	AGGREGATE BASE COURSE (CLASS 5)(SPECIAL)	SY	2767		1161		1155		5083		\$20.00	\$55,340.00	\$23,220.00	\$23,100.00	\$101,660.00
	403-00721	HOT MIX ASPHALT (PATCHING)(ASPHALT)	SY	769		346		292		1407		\$35.00	\$26,915.00	\$12,110.00	\$10,220.00	\$49,245.00
	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	332		59		20		411		\$75.00	\$24,900.00	\$4,425.00	\$1,500.00	\$30,825.00
	420-00113	GEOTEXTILE (DRAINAGE)(CLASS 2)	SY	13		10		0		23		\$35.00	\$455.00	\$350.00	\$0.00	\$805.00
	506-00409	SOIL RIPRAP (9 INCH)	CY	20		18		0		38		\$95.00	\$1,900.00	\$1,710.00	\$0.00	\$3,610.00
	603-01180	18 INCH REINFORCED CONCRETE PIPE	LF	0		18		0		18		\$125.00	\$0.00	\$2,250.00	\$0.00	\$2,250.00
	603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	54		7		41		102		\$300.00	\$16,200.00	\$2,100.00	\$12,300.00	\$30,600.00
	604-19105	INLET TYPE R L5 (5 FOOT)	EA	4		3		4		11		\$4,759.00	\$19,036.00	\$14,277.00	\$19,036.00	\$52,349.00
	604-30005	MANHOLE SLAB BASE (5 FOOT)	EA	2		1		2		5		\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$20,000.00
	608-00000	CONCRETE SIDEWALK	SY	749		403		421		1573		\$60.00	\$44,940.00	\$24,180.00	\$25,260.00	\$94,380.00
	608-00010	CONCRETE CURB RAMP	SY	111		89		45		245		\$150.00	\$16,650.00	\$13,350.00	\$6,750.00	\$36,750.00
	608-10000	SIDEWALK DRAIN	LF	18		6		0		24		\$225.00	\$4,050.00	\$1,350.00	\$0.00	\$5,400.00
	608-10010	SIDEWALK DRAIN	EA	0		1		0		1		\$3,200.00	\$0.00	\$3,200.00	\$0.00	\$3,200.00
	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	1879		797		836		3512		\$35.00	\$65,765.00	\$27,895.00	\$29,260.00	\$122,920.00
	609-20000	CURB TYPE 2 (SECTION B)(SPECIAL)	LF	460		237		72		769		\$60.00	\$27,600.00	\$14,220.00	\$4,320.00	\$46,140.00
	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	48		25		206		279		\$67.00	\$3,216.00	\$1,675.00	\$13,802.00	\$18,693.00
	625-00000	CONSTRUCTION SURVEYING	LS	0.33		0.33		0.33		1		\$30,000.00	\$9,900.00	\$9,900.00	\$9,900.00	\$29,700.00
	626-00000	MOBILIZATION	LS	0.33		0.33		0.33		1		\$100,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$99,000.00
	630-00000	FLAGGING	HOU	120		90		90		300		\$25.00	\$3,000.00	\$2,250.00	\$2,250.00	\$7,500.00
	630-00007	TRAFFIC CONTROL INSPECTION	DAY	40		25		25		90		\$225.00	\$9,000.00	\$5,625.00	\$5,625.00	\$20,250.00
	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	18		6		6		30		\$825.00	\$14,850.00	\$4,950.00	\$4,950.00	\$24,750.00
	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	18		6		6		30		\$52.00	\$936.00	\$312.00	\$312.00	\$1,560.00
	630-80360	DRUM CHANNELIZING DEVICE	EA	30		15		15		60		\$33.00	\$990.00	\$495.00	\$495.00	\$1,980.00
	630-80380	TRAFFIC CONE	EA	50		20		20		90		\$10.00	\$500.00	\$200.00	\$200.00	\$900.00
												SUB-TOTAL	\$491,008.50	\$277,768.25	\$281,587.25	\$1,050,364.00
FORCE ACCOUNT ITEMS																
	700-70010	F/A MINOR CONTRACT REVISIONS	F/A	0.33		0.33		0.33		1		\$110,000.00	\$36,666.66	\$36,666.66	\$36,666.67	\$110,000.00
	700-70082	F/A FURNISH AND INSTALL ELECTRIC SERVICE	F/A	0.33		0.33		0.33		1		\$5,500.00	\$1,833.33	\$1,833.33	\$1,833.33	\$5,500.00
	700-70380	F/A EROSION CONTROL	F/A	0.33		0.33		0.33		1		\$5,500.00	\$1,833.33	\$1,833.33	\$1,833.33	\$5,500.00
												F/A - TOTAL	\$40,333.33	\$40,333.33	\$40,333.34	\$121,000.00
BID ALTERNATE 1																

	613-00200	2" INCH ELECTRICAL CONDUIT	LF	2005		881		912		3798		\$14.00	\$28,070.00	\$12,334.00	\$12,768.00	\$53,172.00
	613-07026	PULL BOX (16"X24"X12")	EA	11		7		6		24		\$1,000.00	\$11,000.00	\$7,000.00	\$6,000.00	\$24,000.00
	613-60800	LOCATE UTILITIES	HOU	7		2		2		12		\$150.00	\$1,050.00	\$300.00	\$300.00	\$1,650.00
BID ALTERNATE 1											ALT 1-TOTAL	\$40,120.00	\$19,634.00	\$19,068.00	\$78,822.00	
BID ALTERNATE 2																
	613-10000	WIRING	LS	0.33		0.33		0.33		1		\$10,000.00	\$3,333.33	\$3,333.33	\$3,333.34	\$10,000.00
	613-16010	LIGHT STANDARD AND LUMINAIRE (LED 4000	EA	11		7		6		24		\$4,500.00	\$49,500.00	\$31,500.00	\$27,000.00	\$108,000.00
	613-40010	LIGHT STANDARD FOUNDATION	EA	11		7		6		24		\$1,000.00	\$11,000.00	\$7,000.00	\$6,000.00	\$24,000.00
	613-50100	LIGHTING CONTROL CENTER	EA	1		0		0		1		\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00
TOTAL BID IN WRITEN											CONTRACTORS TOTAL BID:	ALT 2-TOTAL	\$83,833.33	\$41,833.33	\$36,333.34	\$162,000.00
											ENGINEERS ESTIMATE:	\$655,295.16	\$379,568.91	\$377,321.93	\$1,412,186.00	