

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,  
APPROVING THE 2019 STREET IMPROVEMENTS PROJECT AND  
AUTHORIZING STAFF TO ENTER INTO CONTRACT WITH FRONTIER PAVING**

**Town of Basalt, Colorado  
Resolution No. 22  
Series of 2019**

**RECITALS**

1. The Town of Basalt owns and maintains all streets related to the contract within the scope of work for the 2019 Street Improvements project.
2. The Town of Basalt Public Works Director, Assistant Public Works Director, and SGM Engineering determined the roads within the contract are in need of different repairs and resurfacing treatments.
3. The Town budgeted funds for pavement repair and maintenance.
4. A set of electronic bid documents were completed by SGM Engineering.
5. The Town issued a Request for Bids for construction services to complete the 2019 Road Maintenance Project pursuant to the Town of Basalt Procurement Policy and Procedures and the Town received four bids for the Project.
6. The Town's Engineer, SGM, recommended that the project be awarded to the low bidder, Frontier Paving from Rifle, Colorado.

**NOW, THEREFORE, BE IT RESOLVED** by the Basalt Town Council of Basalt, Colorado, as follows:

Based on the evidence, testimony, exhibits, and comments from the public and Town Staff, the Basalt Town Council hereby:

1. Approves the 2019 Road Maintenance Project list and directs Staff to enter into the contract with Frontier Paving for all of the included projects.
2. Recognizes the total accepted project list including the 2019 Road Maintenance Projects for a total of \$ 306,958.05.

READ AND ADOPTED on May 28, 2019, by a vote of 5 to 0.

TOWN OF BASALT, COLORADO

By:   
Jacquie R. Whitsitt, Mayor

By:   
Pamela K. Schilling, Clerk



May 15, 2019

Via E-mail: [boyd.bierbaum@basalt.net](mailto:boyd.bierbaum@basalt.net)

Mr. Boyd Bierbaum  
Public Works Director  
Town of Basalt

**RE: 2019 Road Maintenance Projects – Contractor Recommendation**

Dear Boyd:

The purpose of this letter is to provide a recommendation on contractor selection for the 2019 Road Maintenance Projects. The project was competitively bid as provided in the Town's adopted Procurement Code and Procedures with the bids due on April 16<sup>th</sup>, 2019. Two bids were received from the two eligible general contractors that attended the mandatory pre-bid meeting.

The lowest bid was by Frontier Paving from Rifle with a bid of \$272,220.05. The project was discussed with Frontier Paving regarding approach and schedule. The methods, approach and schedule appear to be reasonable. SGM and the Town have worked with Frontier Paving on numerous projects together which have all had positive experience regarding quality, schedule and budget.

Public Works has a budget of \$150,000 for Willits Lane and \$241,323 for unrestricted maintenance. The remaining budget for unrestricted maintenance after this project is awarded is \$57,654. Public Works would like to include the intersection of Two Rivers Road and Midland Ave into the project as the asphalt is failing and needs repair. The intersection can be repaved for \$34,738 which would leave \$22,916 remaining in the budget.

SGM and Town Staff find that Frontier Paving is the lowest, qualified and responsive contractor that bid the 2019 Road Maintenance Project. SGM and Town Staff recommend the Town of Basalt enter into a contract with Frontier Paving to complete the agreed upon scope of work as well as Two Rivers/Midland Intersection for the 2019 Road Maintenance Project.

Sincerely,

**SGM**



Chris Lehrman, PE  
Consulting Town Engineer

Attachments: Bid Tabulation, Project Schedule, Sub-contractor list, notice of award, contract



# June 2019

June 2019							July 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	1	2	3	4	5	6	7
9	10	11	12	13	14	15	8	9	10	11	12	13	14
16	17	18	19	20	21	22	15	16	17	18	19	20	21
23	24	25	26	27	28	29	22	23	24	25	26	27	28
30							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3 Mill & Pave to Bridge	4 Mill, Patch & Pave Hwy 82 & Wiltz	5 Mill & all HMA Level on Wiltz from Roundabout	6 Pave Wiltz from Roundabout	7 Complete 2 asphalt repair areas.	8
9	10	11	12	13	14	15
			Crack Fill by Armor Proseal			
16	17	18	19	20	21	22
		Line Paint	Chip Seal by GMCO			
23	24	25	26	27	28	29
		Line Paint by Strip Alot				
30	Jul 1	2	3	4	5	6

**SECTION 00520**  
**NOTICE OF AWARD**

Dated May 22, 2019

TO: Frontier Paving  
Bidder

OWNER'S PROJECT NO: \_\_\_\_\_

PROJECT: 2019 Road Maintenance

CONTRACT FOR: Town road maintenance including but not limited to asphalt milling and overlay, chip seal, paint markings and crack seal.

\*\*\*\*\*  
\*\*\*\*\*

You are notified that your Bid dated April 16<sup>th</sup>, 2019, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for:

Town road maintenance including but not limited to asphalt milling and overlay, chip seal, paint markings and crack seal.

Contract Price of your Contract is:

Dollars (\$ 306,958.05 ).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.


You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by June 5<sup>th</sup>, 2019.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17) and General Conditions (paragraph 5.1).
3. You must deliver with the executed Agreement, proof of insurance coverage as specified in the General Conditions (paragraph 5.6) and Supplementary General Conditions (paragraph 2.00).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Basalt  
Owner

By:  \_\_\_\_\_  
Authorized Signature

  
Title

**END OF SECTION**

**SECTION 00500**

**STANDARD AGREEMENT**

THIS AGREEMENT, made this 21st day of May, 2019, by and between Town of Basalt, hereinafter called "OWNER", and Frontier Paving, doing business as (a Corporation) (an Individual) or (a Partnership), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

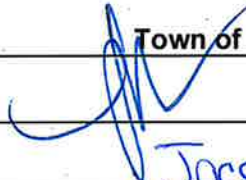
1. The CONTRACTOR will commence and complete the construction of **Town of Basalt Road Maintenance 2019**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **30 calendar days** after the date of the NOTICE TO PROCEED and will substantially complete the same by **October 15, 2019** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 306,958.05 **Dollars**, as shown on the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. ADVERTISEMENT FOR BID
  - B. INSTRUCTIONS TO BIDDERS
  - C. BID
  - D. BID SECURITY
  - E. STANDARD AGREEMENT
  - F. GENERAL CONDITIONS
  - G. SUPPLEMENTARY GENERAL CONDITIONS
  - H. PAYMENT BOND
  - I. PERFORMANCE BOND

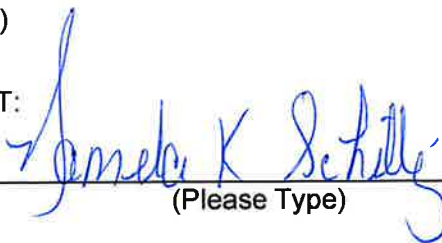


- J. NOTICE OF AWARD
- K. NOTICE TO PROCEED
- L. CHANGE ORDER
- M. DRAWINGS prepared by **SGM, Inc.**, numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_, 20\_\_.
- N. SPECIFICATIONS prepared and issued by **Schmueser Gordon Meyer, Inc.** dated March 21<sup>st</sup>, 2019.
- O. ADDENDA:
  - No. 1, dated April 4<sup>th</sup>, 20 19.
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

OWNER: Town of Basalt  
 BY:   
 NAME: Joaquin Whitsitt  
 TITLE: Mayor

(SEAL)  
 ATTEST:   
 (Please Type)

NAME: Pamela K Schilling  
 TITLE: Town Clerk

CONTRACTOR: Frontier Paving  
BY: Charles Ellsworth  
NAME: Charles Ellsworth  
ADDRESS: P.O. Box 1167  
Silt, Colo. 81652

(SEAL)

ATTEST:

Debby Ellsworth  
Debby Ellsworth  
(Please Type)

NAME: \_\_\_\_\_  
TITLE: Sec - Treas.

END OF SECTION

SECTION 00610

Bond 779841P

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Frontier Paving, Inc.

Name of Contractor

P.O. Box 1167, Silt, CO 81652

Address of Contractor

a Corporation

Corporation, Partnership or Individual

Hereinafter called Principal, and Developers Surety and Indemnity Company

Name of Surety

P.O. Box 19725, Irvine, CA 92623

Address of Surety

Hereinafter call Surety, are held and firmly bound unto

Town of Basalt, CO

Name of Owner

101 Midland Avenue, Basalt, CO 81621

Address of Owner

Hereinafter called OWNER, in the penal sum of

Three Hundred Six Thousand Nine Hundred Fifty-Eight & 05/100 Dollars (\$ 306,958.05 ) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 21st day of May, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

TOWN OF BASALT ROAD MAINTENANCE 2019

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice TO THE surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Three (3) (number of copies) counterparts, each one of which shall be deemed an original, this 5th day of June, 2019.

Frontier Paving, Inc. Charles Ellsworth  
Principal (signature)  
By: Charles Ellsworth  
Type/print

P.O. Box 1167, Silt, CO 81652  
Address

ATTEST:  
Stephan Ellsworth  
(Principal) Secretary

(SEAL)  
[Signature]  
Witness as to Principal  
2020 chickadee Ct.  
Silt, CO 81652  
Address

SURETY: Developers Surety and Indemnity Company  
By: Charles J. Schultz  
Attorney-in-Fact Charles J. Schultz  
P.O. Box 19725, Irvine, CA 92623  
Address

ATTEST: Caitlin Whaley  
Caitlin M. Whaley  
Witness as to Surety  
10488 W. Centennial Road, Suite 508, Littleton, CO 80127  
Address

**NOTE:** Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND. **IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

**END OF SECTION**

**SECTION 00620  
PAYMENT BOND**

Bond 779841P

KNOW ALL MEN BY THESE PRESENTS that

Frontier Paving, Inc.

(Name of Contractor)

P.O. Box 1167, Silt, CO 81652

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, Individual)

and Developers Surety and Indemnity Company

(Name of Surety)

P.O. Box 19725, Irvine, CA 92623

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

Town of Basalt, CO

(Name of Owner)

101 Midland Avenue, Basalt, CO 81621

(Address of Owner)

Three Hundred Six Thousand Nine Hundred Fifty-Eight & 05/100 306,958.05

hereinafter called "OWNER" in the penal sum of \_\_\_\_\_<sup>^</sup> dollars, (\$<sup>^</sup>)  
in lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the 21st day of May, 2019, a copy of  
which is hereto attached and made a part hereof for the construction of:

Town of Basalt Road Maintenance 2019

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and  
coke, repairs or machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and for all labor  
performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the contract or to the  
WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in  
any way affect its obligation on this BOND, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the contract or to the WORK or to the  
SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Three (3)  
(number)

counterparts, each one of which shall be deemed an original, this 5th day of June  
2019.

Frontier Paving, Inc. Charles Ellsworth  
Principal

ATTEST:

Jeffrey Ellsworth  
(Principal) Secretary

By: Charles Ellsworth (s)

P.O. Box 1167, Silt, CO 81652  
(Address)

Witness as to Principal:

[Signature]  
2020 Chickadee Ct Silt CO  
(Address) 81652

Developers Surety and Indemnity Company  
(Surety)

By: [Signature]  
(Attorney-In-Fact) Charles J. Schultz

P.O. Box 19725, Irvine, CA 92623  
(Address)

ATTEST:

Caitlin Whaley  
Witness as to Surety

Caitlin M. Whaley  
(Address)

10488 W. Centennial Road, Suite 508, Littleton, CO 80127

**NOTE:** Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

**END OF SECTION**



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

\*\*\*Charles J. Schultz\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 5th day of June, 2019.

By: *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

