

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING  
THE 2021 ROAD MAINTENANCE – ASPHALT MILL AND OVERLAY PROJECT AND  
AUTHORIZING STAFF TO ENTER INTO CONTRACT WITH FRONTIER PAVING**

**Town of Basalt  
Resolution No. 21  
Series of 2021**

RECITALS

- A. The Town of Basalt owns and maintains roads in the Town which are in need of maintenance, including asphalt mill and overlay (the “2021 Road Maintenance – Asphalt Mill and Overlay Project” or “Project”).
- B. The Town issued a Request for Bids for construction services to complete the 2021 Road Maintenance – Asphalt Mill and Overlay Project pursuant to the Town of Basalt Procurement Policy and Procedures and the Town received multiple bids for the Project.
- C. The Town’s civil engineering contractor, SGM, recommended that the Project be awarded to the low bidder, Frontier Paving from Rifle, Colorado (the “Contractor”).
- D. Staff has identified that there are sufficient funds in 2021 Town budget for the Project.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Project. The Town Council hereby approves the 2021 Road Maintenance Project – Asphalt Mill and Overlay Project and directs Staff to enter into a contract with the Contractor in substantially the same form as included in the meeting agenda packet, subject to review and approval of the Town Attorney. The Town Council further authorizes the Town Manager and Public Works Director to direct Contractor in the completion of the Project, and ratifies all actions taken by the Town to date with respect to the procurement and performance of the Project.

READ AND ADOPTED on May 25, 2021, by a vote of 6 to 0.

TOWN OF BASALT, COLORADO

By:

  
William G. Kane, Mayor

ATTEST

By: *Pamela K Schilling*  
Pamela K. Schilling, Town Clerk



**SECTION 00500**

**STANDARD AGREEMENT**

THIS AGREEMENT, made this 17<sup>th</sup> day of March, 2021, 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 2021 – Mill and Overlay**.
2. The CONTRACTOR will furnish all 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, 2021** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 264,428.50 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 February 19<sup>th</sup>, 2021.
- O. ADDENDA:
  - No. 1, dated February 26, 2021.
  - No. \_\_\_\_\_, dated \_\_\_\_\_.

- 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.



(SEAL)

OWNER: \_\_\_\_\_ **Town of Basalt** \_\_\_\_\_  
 BY: \_\_\_\_\_ *[Signature]* \_\_\_\_\_  
 NAME: \_\_\_\_\_ **Ryan Mahoney** \_\_\_\_\_  
 TITLE: \_\_\_\_\_ **Town Manager** \_\_\_\_\_

ATTEST: \_\_\_\_\_  
*[Signature]*  
 (Please Type)

NAME: \_\_\_\_\_ Pamela K. Schilling \_\_\_\_\_  
 TITLE: \_\_\_\_\_ Town Clerk \_\_\_\_\_

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

(SEAL)

ATTEST:

Debby Ellsworth  
(Please Type)

NAME: Debby Ellsworth  
TITLE: Sec - Treas

**END OF SECTION**

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

Dated March 17, 2021

TO: Frontier Paving  
Bidder

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

PROJECT: 2021 Road Maintenance – Mill and Overlay

CONTRACT FOR: Town road maintenance including but not limited to asphalt milling and overlay.

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

You are notified that your Bid dated March 5<sup>th</sup>, 2021, 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.

Contract Price of your Contract is:

\_\_\_\_\_

Dollars (\$ 264,428.50 ).

One electronic copy 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 April 1<sup>st</sup>, 2021.

1. You must deliver to the OWNER one 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.

By:  \_\_\_\_\_  
Town of Basalt  
Owner  
Authorized Signature  
\_\_\_\_\_  
Town Manager  
Title

**END OF SECTION**

SECTION 00610

PERFORMANCE BOND

Bond Number: SUR0003518

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 Frankenmuth Mutual Insurance Company

Name of Surety

1 Mutual Avenue, Frankenmuth, MI 48787

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 Two Hundred Sixty-Four Thousand Four Hundred

Twenty-Eight & 50/100

Dollars (\$ 264,428.50 )

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 17th day of March, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

TOWN OF BASALT ROAD MAINTENANCE 2021: Mill, Overlay

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 16th day of April,  
2021.

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

P.O. Box 1167  
Silt, CO 81652  
Address

ATTEST:

Jehly Ellsworth  
(Principal) Secretary

(SEAL)  
David J. Auler  
Witness as to Principal

P.O. Box 1167  
Silt, CO 81652  
Address

SURETY: Frankenmuth Mutual Insurance Company  
By: Charles J. Schultz  
Attorney-in-Fact Charles J. Schultz  
1 Mutual Avenue, Frankenmuth, MI 48787  
Address

ATTEST:

Caitlin M. Whaley  
Caitlin M. Whaley  
Witness as to Surety

10488 W. Centennial Rd., #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 Number: SUR0003518

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 Frankenmuth Mutual Insurance Company

(Name of Surety)

1 Mutual Avenue, Frankenmuth, MI 48787

(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)

Two Hundred Sixty-Four Thousand Four Hundred

hereinafter called "OWNER" in the penal sum of Twenty-Eight & 50/100 dollars, (\$    ) \$264,428.50  
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 17th day of March, 2021, a copy of  
which is hereto attached and made a part hereof for the construction of:

Town of Basalt Road Maintenance 2021: Mill, Overlay

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 16th day of April  
2021, \_\_\_\_\_.

Frontier Paving, Inc.  
Principal

ATTEST:

[Signature]  
(Principal) Secretary

By: Charles Ellsworth (s)  
President

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

Witness as to Principal:

[Signature]

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

Frankenmuth Mutual Insurance Company  
(Surety)

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

1 Mutual Avenue, Frankenmuth, MI 48787  
(Address)

ATTEST:

[Signature]  
Witness as to Surety

Caitlin M. Whaley  
(Address)

10488 W. Centennial Rd., #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**

# FRANKENMUTH MUTUAL INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Charles J. Schultz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars (\$50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)  
Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 16th day of April, 20 21.

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

**ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096**

**Town of Basalt**  
**Road Maintenance 2021: Mill, Overlay Bid Schedule**

LF-Linear Feet SF-Square Feet  
 SY-Square Yard LB-Pounds

Bid Item	Street Name	Reference Map	Unit	Unit Price \$	2" Mill & Overlay SY	1.5" Mill & Overlay SY	Total Materials and Labor Cost	Mobilization LS	Traffic Control LS	Total Price
1	E VALLEY RD / Roundabout to Harris Street (Option A)		1	\$ 13.00	1,867		\$ 24,271.00	\$ 2,250.80	\$ 1,500.00	\$ 28,021.80
1	E VALLEY RD / Harris Street to Lewis Lane (OPTION B)		2	\$ 13.00	2,833		\$ 36,829.00	\$ 2,250.80	\$ 1,500.00	\$ 40,579.80
2	BASALT AVE - Roundabout to Four Way Stop		3	\$ 13.00	5,972		\$ 77,636.00	\$ 4,236.80	\$ 2,500.00	\$ 84,372.80
3	WILLITS LANE - Trailer Park to Hooks		4	\$ 10.50		3,966	\$ 41,643.00	\$ 880.46	\$ 3,000.00	\$ 45,523.46
4	WILLITS LANE - Trailer Park to Hooks		4	\$ 10.50		1,868	\$ 19,614.00	\$ 880.46	\$ 1,000.00	\$ 21,494.46
5	WILLITS LANE - Hooks Spur Intersection		4	\$ 21.50	303		\$ 6,514.50	\$ 880.46	\$ 900.00	\$ 8,294.96
6	WILLITS LANE - Lewis Lane to Meadow Rd.		5	\$ 13.00	2,597		\$ 33,761.00	\$ 880.46	\$ 1,500.00	\$ 36,141.46
7	EVANS RD - Willits Lane to East Valley Rd.		6		2,640		\$ _____			\$ _____
<b>Totals</b>					<b>16,212</b>	<b>5,834</b>	<b>\$ 240,268.50</b>	<b>\$ 12,260.24</b>	<b>\$ 11,900.00</b>	<b>\$ 264,428.74</b>