

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,  
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES  
WITH WALTERS COMPANY, INC.**

**Town of Basalt, Colorado  
Resolution No. 08  
Series of 2019**

**RECITALS**

- A. The Town of Basalt is in need of professional services as they relate to the construction and widening of the sidewalk along Cottonwood drive from the Elementary School to Village Court which is part of "safe routes to school". Traffic calming measures will also be implemented to increase safety and slow down vehicles in that area.
- B. Pursuant to the Town of Basalt Procurement Policy, the Town issued a Request for Proposals (RFP) for the Cottonwood Drive Sidewalk work (the "Services") and, upon review and after interviewing the contractor and their references, wishes to enter an Agreement for Professional Services with Walters Company, Inc. for the Services.
- C. Staff has identified that there are sufficient funds in 2019 Town budget for the Services.

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


- 1. The foregoing recitals are incorporated herein as if set forth in full.
- 2. The Town Council hereby approves the **Agreement for Professional Services** with the Contractor to provide the Services, substantially in the form included in the Agenda packet and incorporated herein, and authorizes the Public Works Director to sign. The Town Council further authorizes the Town Manager and Public Works Director to direct Contractor in the performance of the Services.

**READ AND ADOPTED** on March 12, 2019, by a vote of  5  to  0  .

TOWN OF BASALT, COLORADO

By:   
Jacquie Whitsitt, Mayor

ATTEST

By:   
Pamela K. Schilling, Clerk



March 7, 2019

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

Mr. Boyd Bierbaum  
Public Works Director  
Town of Basalt

**RE: Cottonwood Drive Safe Routes – Contractor Recommendation**

Dear Boyd:

The purpose of this letter is to provide a recommendation on contractor selection for the Cottonwood Drive Safe Routes Project. The project was competitively bid as provided in the Town's adopted Procurement Code and Procedures with the bids due on February 4<sup>th</sup>, 2019. Three bids were received from the eight eligible general contractors that attended the mandatory pre-bid meeting.

The lowest bid was by Walters Company, Inc. from Glenwood Springs with a bid of \$180,579.18 which included two bid options for improvements on private property required for the project. The bid tabulation of the bids received is attached. The contract only includes one bid option as the private property owner of the other bid option elected to receive money rather than improvements to their property.

The project was discussed with Walters Company regarding approach and schedule. The methods, approach and schedule appear to be reasonable. SGM has worked with Walters Company on projects together which have had positive experience regarding quality, schedule and budget.

SGM and Town Staff find that Walters Company, Inc. is the lowest, qualified and responsive contractor that bid the Cottonwood Drive Safe Routes Project. SGM and Town Staff recommend the Town of Basalt enter into a contract with Grand River Construction to complete the agreed upon scope of work for the Cottonwood Drive Safe Routes Project. The notice of award and contract are attached to be signed by Council.

Sincerely,

**SGM**



Chris Lehrman, PE  
Consulting Town Engineer

Cc email: Ryan Mahoney, Pam Schilling, Susan Philp, Matt Wagner

Attachments: Bid Tabulation, Project References & Schedule, Notice of award, Contract



Cottonwood Drive Safe Routes

Project No. 03125A-124 - Bid Date February 4, 2019

Item #	Estimated Quantity	Unit	Description	Walters Company			Excavation Services			Frontier Paving			Max	Min	Average Unit Cost
				Unit Price	Total Price		Unit Price	Total Price		Unit Price	Total Price				
1	1	LS	Mobilization	3,500.00	3,500.00		28,000.00	28,000.00		14,400.00	14,400.00		\$28,000.00	\$3,500.00	\$15,300.00
2	1	LS	Traffic Control	18,250.00	18,250.00		37,000.00	37,000.00		14,700.00	14,700.00		\$37,000.00	\$14,700.00	\$23,650.00
3	225	SY	Asphalt Demolition	18.12	4,077.00		32.00	7,200.00		8.00	2,025.00		\$7,200.00	\$2,025.00	\$4,454.00
4	205	SY	Non-Sidewalk Demolition Grass/Landscape Areas	9.02	1,849.10		40.00	8,200.00		14.00	2,870.00		\$8,200.00	\$1,849.10	\$4,306.37
5	86	SF	Mill Existing Crosswalk Striping	4.68	449.28		5.00	480.00		4.00	384.00		\$480.00	\$384.00	\$437.76
6	1	LS	Demolish Existing Swinging Bridge Trail Stairs	925.00	925.00		2,500.00	2,500.00		2,200.00	2,200.00		\$2,500.00	\$925.00	\$1,875.00
7	257	SY	Concrete Sidewalk Demolition	34.08	8,759.56		60.00	15,420.00		14.00	3,596.00		\$15,420.00	\$3,596.00	\$9,256.85
8	387	SY	Concrete Sidewalk, 7.5Wx4" Thick	76.77	28,174.59		110.00	40,370.00		74.00	27,158.00		\$40,370.00	\$27,158.00	\$31,900.86
9	101	SY	Concrete Sidewalk, 7.5Wx6" Thick	154.30	15,584.30		150.00	15,150.00		114.00	11,514.00		\$15,584.30	\$11,514.00	\$14,082.77
10	8	EA	Cast Iron ADA Detectable Warnings	887.00	7,096.00		1,500.00	12,000.00		1,250.00	10,000.00		\$12,000.00	\$7,096.00	\$9,698.67
11	152	SY	Asphalt Patch, 3" Thick	49.60	7,539.20		120.00	18,240.00		35.00	5,320.00		\$18,240.00	\$5,320.00	\$10,386.40
12	468	LF	Concrete Curb and Gutter	36.99	17,237.34		41.00	19,106.00		40.00	18,640.00		\$19,106.00	\$17,237.34	\$18,327.78
13	808	SF	Thermoplastic Striping, Millied-in	27.38	22,123.04		22	17,776.00		18	14,544.00		\$22,123.04	\$14,544.00	\$18,147.69
14	1	LS	Extension of Storm Drain and New Inlet at 100 Village Ct.	4,600.00	4,600.00		12,000.00	12,000.00		7,900.00	7,900.00		\$12,000.00	\$4,600.00	\$8,166.67
15	1	LS	Move Existing Boulder Retaining Wall at 105 Village Ct.	2,880.00	2,880.00		10,000.00	10,000.00		4,300.00	4,300.00		\$10,000.00	\$2,880.00	\$5,726.67
16	1	LS	Concrete Speed Hump	12,676.00	12,676.00		8,700.00	8,700.00		11,500.00	11,500.00		\$12,676.00	\$8,700.00	\$10,958.67
17	5	EA	Miscellaneous Signs	235.00	1,175.00		800.00	3,000.00		375.00	1,875.00		\$3,000.00	\$1,175.00	\$2,016.67
18	1	LS	Swinging Bridge Trail Steel Stairs	12,025.00	12,025.00		30,000.00	30,000.00		31,400.00	31,400.00		\$31,400.00	\$12,025.00	\$24,475.00
			Bid Option 1												
19	1	LS	Retaining Wall, 43" L, 2'-4" Tall	4,665.00	4,665.00		7,000.00	7,000.00		2,250.00	2,250.00		\$7,000.00	\$2,250.00	\$4,638.33
20	27	SY	Concrete Driveway Demolition	31.48	849.96		75.00	2,025.00		60.00	1,620.00		\$2,025.00	\$849.96	\$1,468.32
21	27	SY	Concrete Driveway Replacement, 6" Thick	122.03	3,294.81		160.00	4,320.00		135.00	3,645.00		\$4,320.00	\$3,294.81	\$3,753.27
			Bid Option 2												
22	1	LS	Re-Build Stone Stairway	1,850.00	1,850.00		6,000.00	6,000.00		2,270.00	2,270.00		\$6,000.00	\$1,850.00	\$3,678.00
			TOTAL		180,579.18		TOTAL	304,487.00		TOTAL	194,113.00				

**WALTERS COMPANY, INC.**  
1175 County Road 154  
Glenwood Springs, CO 81601  
Phone: 970-945-2851 \*\*\* Fax: 970/945-6157  
Email: info@walterscompany.net

February 18, 2019

Town of Basalt  
101 Midland Avenue  
Basalt, CO 81621

Subject: Cottonwood Drive Safe Routs Sidewalk Improvement Project

#### PROJECT REFERENCES

1. Garvik Construction – Quinn Garvik 970.744.9477
2. Glenwood Adventure Parks – Nancy Heard 970.379.9704
3. Wild Cat Ranch – Mikel Thomas 970.948.3355
4. Eagles Rise Ranch – Brian Hopkins 970.376.4759
5. Big Four Ranch – Mike Patch 970.948.9853
6. Western Slope Materials – Sean Mello 970.379.0427

#### BUSINESS REFERENCES

1. Roaring Fork CO-OP – Heloise 970.963.2220
2. Dodson Engineering – 970.945.2233
3. Wagner Equipment – Brian Shaver 970.644.7149
4. Western Slope Materials - Sean Mello 970.379.0427

#### PROJECT SCHEDULE

- A. First Phase
  1. Set up traffic control plan
  2. Start work at river side drive and work south to Village Court to minimize traffic impacts
  3. Remove and replace sidewalk with new curb, gutter, and ADA plate
  4. Extend storm drain
  5. Patch pavement back and complete this section
- B. Second Phase
  1. Start at Village Court and work south on the rock wall sidewalk, curb, and gutter.
  2. Complete sidewalk, curb, and gutter.
  3. Install speed hump and stairs at the school intersection.

#### SUBCONTRACTORS LIST

1. Rodco Concrete
2. Summit Sweeping
3. Frontier Paving
4. Down to Earth Trucking
5. Skyline Trucking
6. Farmers Welding
7. Axle Trucking

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

Dated March 7, 2019

TO: Walters Company Inc.  
Bidder

OWNER'S PROJECT NO: 03125A-124

PROJECT: Cottonwood Drive Safe Routes

CONTRACT FOR: Cottonwood Drive Safe Routes

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You are notified that your Bid dated February 4, 2019, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for:

Cottonwood Drive Safe Routes

Contract Price of your Contract is:

One hundred seventy one thousand seven hundred sixty-nine dollars and eighteen cents

Dollars (\$ 171,769.18 ).

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 March 28, 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: *Boyd Buhlman*  
Authorized Signature  
*Public Works Director*  
Title

**END OF SECTION**

**SECTION 00500**

**STANDARD AGREEMENT**

THIS AGREEMENT, made this 7<sup>th</sup> day of March, 2019, by and between Town of Basalt, hereinafter called "OWNER", and Walters Company Inc, 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 **Cottonwood Drive Safe Routes**.
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 after **June 15, 2019** and will substantially complete the same by **August 1, 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 **\$ 171,769.18 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  
1 through 13, and dated January 14, **2019**.
- N. SPECIFICATIONS prepared and issued by **Schmueser Gordon Meyer, Inc.**  
dated January 14, 2019.
- O. ADDENDA:
  - No. 1, dated January 25, **2019**
  - No. 2, dated January 31, **2019**

- 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: Jacque Whitsitt  
TITLE: Mayor

ATTEST:

*[Signature]*  
(Please Type)

NAME: Pamela K Schilling  
TITLE: Town Clerk



CONTRACTOR: Walters Company Inc.

BY: \_\_\_\_\_

NAME: Ed Walters

ADDRESS: 1175 County Road 154

Glenwood Springs, CO 81601

(SEAL)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Please Type)

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**