

RESOLUTION NO. 12

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE AWARD OF A CONTRACT
FOR THE PERFORMANCE OF SLURRY SEALING
SERVICES TO FOOTHILLS PAVING AND MAINTENANCE,
INC. IN AN AMOUNT NOT TO EXCEED \$60,000.00

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town staff recommends, after conducting a competitive bid process, to award a construction services contract for slurry sealing services in an amount not to exceed \$60,000.00 (the "Project") to Foothills Paving and Maintenance, Inc. (the "Contractor");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction services contract for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the contract attached to these Resolutions; and

WHEREAS, the Town Council finds that it is in the best interests of the health, safety and general welfare of the citizens and visitors of the Crested Butte to award the construction services contract for the Project to Contractor, and in connection therewith, adopt and execute the contract referenced herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

1. **Findings.** The Town Council hereby finds that entering into a contract for the construction of the Project with Contractor in an amount not to exceed \$60,000.00 is in the best interest of the Town.
2. **Approval; Authorization.** Based on the foregoing, the Town Council hereby approves the construction services contract with Contractor in substantially the same form as attached hereto as **Exhibit "A."** Any changes thereto shall be made only following approval by the Town Attorney. The Mayor and Town Manager are hereby authorized to execute said Contract and any associated documentation in connection therewith.
3. **Funding.** Funding for the Project has been provided for by way of Town Street and Alley fund.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 16th
DAY OF May, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: Glenn Michel
Glenn Michel, Mayor

ATTEST

Lynelle Stanford
Lynelle Stanford, Town Clerk

(SEAL)



EXHIBIT "A"

Construction Services Documents

[attach here]

**CONSTRUCTION CONTRACT (TOWN PROJECT MANAGER)
FOR THE FOLLOWING PROJECT:**

STREETS SLURRY SEAL PROJECT 2016

This Construction Contract, effective this 17th day of May, 2016, by and between Foothills Paving and Maintenance Inc. (hereinafter, "Contractor"), a corporation organized pursuant to the laws of the State of Colorado and located at 5040 Tabor Street, Wheat Ridge, CO 80033 and the **TOWN OF CRESTED BUTTE** (hereinafter, "Town" or "Owner"), a home-rule municipality organized pursuant to the laws of the State of Colorado, located at 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, provides that the Contractor and Town, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within five (5) days after receipt of the Notice to Proceed and agrees that the Work will be completed within 12 working days of the date of the Notice to Proceed, unless the contract time is extended by the Town as provided in the Contract Documents. No work shall be done on Saturday, Sunday, or Holiday.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the Town," such approval does not mean that Town is responsible for the accuracy, thoroughness, or judgment contained in the document. Town does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Town is relying on the expertise of the Contractor.

PART 2 - CONTRACT PRICE AND PAYMENT

2.01 The Town shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Proposal, not to exceed Fifty three thousand eight hundred ninety nine dollars and fifty three cents. (\$53,899.53).

2.02 The Town shall make payments as set forth in Article 9 of the General Conditions, subject to the Town's obligation to retain a portion of the payments until final completion and acceptance by the Town of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The Town represents that either an appropriation for the price specified in this Construction Contract has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

PART 3 - CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the Town to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized himself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the Town written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Town is acceptable to the Contractor.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the Town, and further agrees to indemnify and save the Town harmless from any costs encountered in remedying such defects. Contractor shall provide a performance bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the Town.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the Town and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Bid Packet, including but not limited to Bid Notice, Invitation to Bid, Instructions to Bidders, Bid Form, NonCollusion Affidavit of Prime Bidder, Bidder's Certification, Bid Bond, and any attachments and exhibits

Notice of Award

Notice to Proceed

Construction Contract

Construction Drawings

Performance Bond

Payment Bond

General Conditions, including table of contents

Special Conditions

Addendum

Project Specifications

Change Orders

Insurance Certificates

Tax-Exempt Certificates

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other

modifications approved in writing by both parties shall govern the original documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the Town and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the Town may designate in writing:

Name: Rodney E. Due

Address: PO Box 39, Crested Butte, CO 81224

Telephone: 970-349-5338

The Project Manager is authorized to represent and act as agent for the Town with respect to Town's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the Town having such approval authority pursuant to the Town's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the Town Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the Town.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter of the Town of Crested Butte and the Crested Butte Municipal Code.

7.02 This Construction Contract shall be deemed entered into in Gunnison County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Gunnison County.

PART 8 - LIQUIDATED DAMAGES

8.01 The Town and the Contractor recognize that time is of the essence in this Construction Contract and that the Town will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the Town by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the Town and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Town **\$1,000.00 Dollars for the first day and \$500.00 Dollars** for each day thereafter that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the Town may withhold all, or any part of, such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the parties hereto, duly issued in form approved by the Town Attorney and in conformance with the other Contract Documents.

PART 10 - AUTHORITY

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

PART 11 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the Town of Crested Butte's Town Council of all of the terms set forth herein. In the event this Construction Contract is not approved in its entirety by the Town Council, neither Party shall be bound to the terms of this Construction Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO [Finance] DEPARTMENT, ATTENTION: [Lois Rozman].

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the Town and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the Town and the Contractor.

Foothills Paving and Maintenance Inc.

By: *Michael L. Horn*

Printed Name: Michael L. Horn

Title: President

Town of Crested Butte

by: *Glenn Michel*

Printed Name: Glenn Michel

Title: Mayor, Town of Crested Butte

Attest: *Sarah P. Anenson*
Secretary Sarah P. Anenson

Attest: *Lynette Steen*
Town Clerk

(Corporate Seal,
if applicable)



(Seal)



Address for giving notice:

5040 Tabor Street
Wheat Ridge, CO 80033

Address for giving notice:

507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224

Approved as to legal form:

[Signature]
Town Attorney

I certify that either an appropriation has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

William V. Crank
Town Manager

Account No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Foothills Paving and Maintenance, Inc.
_____ ("Principal") and Berkley Insurance Company
_____ ("Surety"), hereby jointly and severally bind ourselves, our respective
heirs, executors, administrators, successors and assigns, to pay the Town of Crested Butte, State of
Colorado ("Owner") the sum of
Fifty Three Thousand Eight Hundred Ninety Nine and 53/100 _____
_____ Dollars (\$ 53,899.53 _____), in United States currency.

WHEREAS, Principal has, by means of a written agreement dated May 17, 2016 _____,
entered into a contract with Owner for the construction of Streets Slurry Seal Project 2016 _____,
which contract is by reference made a part hereof the same as though fully set forth herein (the
"Contract");

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. Principal shall: (1) faithfully perform each and every term and condition of said
Contract on Principal's part; (2) fully indemnify and save harmless the Owner from all costs and damages
which Owner may suffer by reason of Principal's failure to do so; and (3) fully reimburse and repay
Owner all outlay and expenses which Owner may incur in making good any default.

SECOND. For a period of one year from Owner's final acceptance of the work performed
pursuant to said Contract, the material furnished and used and the workmanship employed in the
construction of the improvements described in the Contract shall be free from all defects. The Principal
shall make such repairs as required to remedy any defects of which the Owner has given the Principal
written notice prior to the expiration of the one-year warranty period hereby provided.

THIRD. Provided the Owner has given written notice to the Principal of defects in the Principal's
performance of the Contract prior to the expiration of the one-year warranty period provided for above,
this bond will remain in effect until defects have been remedied in accordance with the Owner's plans and
specifications to the Owner's satisfaction.

FOURTH. If Principal or any of Principal's subcontractors fail to duly pay for any labor,
materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Principal
or Principal's subcontractor in performance of the Contract, or fails to pay any person who supplies rental
machinery, tools, or equipment, in the prosecution of the Contract, Surety will pay the same in an amount
not exceeding the sum specified in this bond together with interest at the rate allowed by statute.

FIFTH. The Owner shall not be joined in any action against the Principal or Surety on this bond
to enforce payment for amounts lawfully due from the Principal or Principal's subcontractors for work
performed under the Contract, nor shall the Owner be liable for the payment of any costs or expenses of
such action.

SIXTH. In addition to all other conditions hereof, this bond includes all provisions set forth in
section 38-26-106, Colorado Revised Statutes.

If all the above conditions are fully satisfied, this obligation shall be null and void; otherwise it
shall remain in full force and effect.

For value received, Surety further agrees that, any Contract provision to the contrary notwithstanding, Surety's obligations hereunder shall not be affected in any way by any of the following and expressly waives notice of the same;

1. Any extension of time granted to Principal in which to perform the Contract.
2. Any change in the Plans, Drawings, Specifications, Contract or other Contract Documents.

An action on the performance provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond within five years from the time the cause of action arises.

Principal and Surety are jointly and severally liable under the provisions hereof and actions against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS 24th day of May, 2016.

PRINCIPAL

SURETY

Foothills Paving and Maintenance, Inc.
(Name of Company)

Berkley Insurance Company
(Name of Company)

By: Michael L. Horn

By: Brandi J. Tetley

Address: Michael L. Horn, President

Address: Brandi J. Tetley, Attorney-In-Fact

5040 Tabor Street

475 Steamboat Road

Wheat Ridge, CO 80033

Greenwich, CT 06830

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Foothills Paving and Maintenance, Inc. ("Principal"), and Berkley Insurance Company ("Surety"), hereby bind ourselves, our respective heirs, executors, administrators, successors and assigns jointly and severally to pay the Town of Crested Butte, State of Colorado ("Owner"), the sum of Fifty Three Thousand Eight Hundred Ninety Nine and 53/100 Dollars (\$ 53,899.53), in United States currency.

WHEREAS, the Principal has, by means of a written agreement dated May 17, 2016, entered into a contract with the Owner for the construction of Streets Slurry Seal Project 2016, which contract is by reference made a part hereof the same as though fully set forth herein ("Contract");

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor, materials, rental machinery, tools, or equipment used or performed in the prosecution of the Contract and, further, shall indemnify and save harmless the Owner to the extent of any payments in connection with the carrying out of any such contract which the Owner may be required to make under the law.

SECOND. If the Principal or its subcontractor fails to duly make such payments, the Surety shall pay the same together with interest at the rate allowed by statute.

THIRD. The Owner shall not be joined in any action by a claimant against the Principal and the Surety on this bond nor shall the Owner be liable for payment of any costs or expenses of such suit.

FOURTH. In addition to all other conditions hereof, this bond includes all provisions set forth in section 38-26-105, Colorado Revised Statutes.

If these conditions are fully satisfied, this obligation shall be null and void; otherwise it shall remain in full force and effect.

For value received, Surety further agrees that, any Contract to the contrary notwithstanding, Surety's obligations hereunder shall not be affected in any way by any of the following and expressly waives notice of the same:

1. Any extension of time granted to Principal in which to perform the Contract.
2. Any change in the Plans, Drawings, Specifications, Contract or other Contract Documents.

An action on the payment provisions of this bond may be brought by the Owner or any person entitled to the benefits of this bond at any time within five years from date of final settlement of the Contract.

Principal and Surety are jointly and severally liable under the provisions hereof and actions against either or both may proceed without prior action against the other, and both may be joined in one action.

SIGNED AND SEALED THIS 24th day of May, 2016.

IN PRESENCE OF:

Sarah P. Anenson

Foothills Paving and Maintenance, Inc.
Principal

By: Michael C. Horn
(Name) (Title)

Michael C. Horn, President

ATTEST: (As to Corporation)

By: Sarah P. Anenson
Secretary

(CORPORATE SEAL)



Berkley Insurance Company
Surety

By: Brandi J. Tetley
Attorney-in-fact Brandi J. Tetley

COUNTERSIGNED:

N/A
() Resident Agent

Print Name

Street Address

City and State

Give local address and phone number:

2000 S. Colorado Blvd., Annex Building 410
Denver, CO 80222
(303) 357-2600

(SEAL OF SURETY)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Sheryll Shaw; Nicole L. McCollam; Sue Wood; Bradley J. Jeffress; Kristen L. McCormick; Sarah Finn; Robert L. Cohen; Robert J. Reiter; Michael Lischer, Jr.; Brandi J. Tetley; or Jennifer L. Clampert of IMA, Inc. of Denver, CO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

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 9th day of February, 2015:

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of February, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY 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 that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of May, 2016.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

NOTICE OF AWARD

Date of Notice of Award: May 17, 2016

Project Name: **STREETS SLURRY SEAL PROJECT 2016**

TO: Foothills Paving and Maintenance Inc.

OWNER: TOWN OF CRESTED BUTTE

You are hereby notified that your Bid dated May 6, 2016 for the above project has been considered. You are the apparent successful Bidder and have been awarded an agreement for the Town of Crested Butte Elk Ave Sidewalk Repair Project.

The Town accepts your Bid for the Work of \$53,899.53

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award. You must sign all three (3) copies the Contract Documents for construction with the Town of Crested Butte and furnish three (3) executed copies each of the complying insurance evidence and applicable Performance and Labor and Material Payment Bonds within ten (10) days from delivery of this Notice to you. One set of fully executed documents will be returned to you for your records.

If you fail to sign the Contract Documents and furnish the requisite executed copies each of the complying insurance evidence and applicable Performance and Labor and Material Payment Bonds within ten (10) days from the date of delivery of this Notice, the Town may consider all your rights under the Town's acceptance of your proposal as abandoned. Your Bid Guaranty shall become the property of the Town as liquidated damages, not as penalty, for any delay of construction. The Town may award or re-advertise the Work, or act otherwise, at its discretion. The Town shall also be entitled to such other rights as may be granted by law or the Contract Documents.

TOWN OF CRESTED BUTTE

By: 

Title: Director of Public Works

Acceptance of Notice:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2016.

CONTRACTOR

By: 

Name: Michael L. Horn

Title: President