

**SULPHUR SPRINGS, COLORADO, APPROVING A FIRST AMENDMENT TO
THE AGREEMENT WITH GARNEY COMPANIES, INC. FOR
CONSTRUCTION OF THE HOT SULPHUR SPRINGS WATER TREATMENT
PLANT, INTAKE AND STORAGE TANK UPGRADE**

WHEREAS, the Town of Hot Sulphur Springs Water Enterprise entered into a Loan Agreement with the Colorado Water Resources and Power Development Authority for funding from the Drinking Water Revolving Fund pursuant to the American Recovery and Reinvestment Act to finance water treatment plant upgrades, construction of a new clearwell, new intake and associated piping, and storage improvements ("Project"); and

WHEREAS, by resolution dated September 10, 2009, the Board of Trustees approved the issuance of a Notice of Award to the Garney Companies, Inc. ("Contractor") to undertake and complete the construction and other work related to the Project; and

WHEREAS, the Board of Trustees, by resolution dated September 24, 2009, approved the terms of an agreement and exhibits and integrated Contract Documents for construction of the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade with the Contractor ("Agreement"); and

WHEREAS, the Board of Trustees and the Contractor desire to approve a First Amendment to the Agreement in substantially the form as attached as Exhibit A in order to set the prevailing wage decision that shall be applicable to and incorporated into the Agreement and utilized throughout and until completion of the Project pursuant to the requirements of the Davis-Bacon Act; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF HOT SULPHUR SPRINGS, COLORADO:

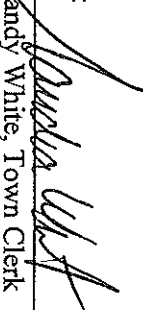
Section 1. The Board of Trustees on behalf of the Town (a) approves the First Amendment to Contract ("First Amendment") and exhibits and integrated documents (Contract Documents) for construction of the Project, in substantially the form as attached hereto as Exhibit A, (b) authorizes the Acting Town Manager and the Town Attorney, in consultation with the Mayor, to make such changes to the First Amendment as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the Town, and (c) authorizes the Mayor to execute, on behalf of the Town, the First Amendment and any necessary amendments thereto as may be required to satisfy the Town's obligation to comply with requirements of the American Recovery and Reinvestment Act or related and incorporated federal law or regulation or other state or local regulation.

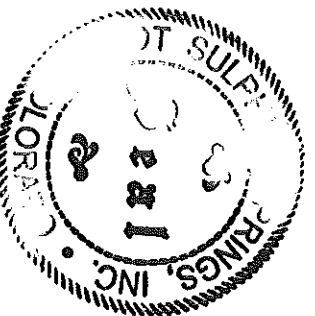
Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. This Resolution shall be effective immediately upon approval of the Board of Trustees for the Town of Hot Sulphur Springs.

ADOPTED by a vote of 6 in favor and 0 against, and 0 abstaining, this 15th day of October, 2009.

By: 
Hershel Deputy, Mayor

ATTEST:
By: 
Sandy White, Town Clerk



**FIRST AMENDMENT TO CONTRACT
DAVIS-BACON PREVAILING WAGE DECISION INTEGRATION**

THIS FIRST AMENDMENT TO CONTRACT for construction of the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade, is made and entered into this 15th day of October, 2009, by and between the Town of Hot Sulphur Springs (hereinafter called OWNER), and Garney Companies, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree to amend the Contract between the parties dated September 24, 2009, as follows:

DAVIS-BACON PREVAILING WAGE DECISION INTEGRATION INTO CONTRACT: In completing all Work as specified or indicated in the Contract and Contract Documents for the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade, pursuant to the Davis-Bacon Act, CONTRACTOR agrees to comply with General Decision Number: CO080013 dated September 11, 2009 (CO13) for Heavy Construction in Grand County, Colorado, as issued by the Department of Labor.


NO OTHER AMENDMENTS: Nothing contained in this First Amendment shall affect any other provisions of the Contract except as specifically set forth herein.


AMENDMENT BINDING: OWNER and CONTRACTOR agree that this First Amendment and the Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

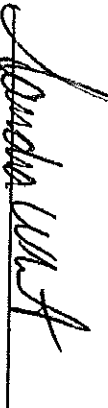
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this First Amendment in triplicate. Two counterparts each have been delivered to OWNER, one to CONTRACTOR and one executed copy to the ENGINEER.

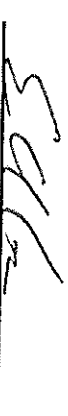
Town of Hot Sulphur Springs (OWNER):

Garney Companies, Inc. (CONTRACTOR):

Signature: 
Name: Hershah Deputy
Title: Mayor
Date: October 15, 2009

Signature: 
Name: Wayne O'Brien
Title: Vice President
Date: October 15, 2009

ATTEST:
Signature: 
Title: Sandy White, Town Clerk

Signature: 
Secretary

** END OF SECTION **

ENTERED
11.5.9
SPECT. # SP

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Town of Hot Sulphur Springs (OWNER) Garney Companies, Inc (CONTRACTOR)

Signature: _____ Signature: _____
Name: Hershal Deputy Name: _____
Title: Mayor Title: _____
Date: September 24, 2009 Date: _____

ATTEST:
Signature: _____ Signature: _____
Title: Sandy White, Town Clerk Title: Secretary

** END OF SECTION **

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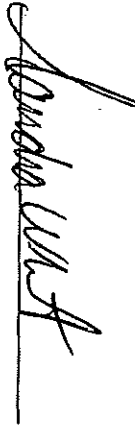
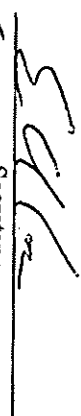
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Town of Hot Sulphur Springs (OWNER):

Garney Companies, Inc. (CONTRACTOR):

Signature:		Signature:	
Name:	Hershel Deputy	Name:	Wayne O'Brien
Title:	Mayor	Title:	Vice President
Date:	October 15, 2009	Date:	October 15, 2009
ATTEST:			
Signature:		Signature:	
Title:	Sandy White, Town Clerk		Eric Lee Secretary

** END OF SECTION **

