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

Section 1. The Board of Trustees (a) approves the Notice of Award as attached hereto as Exhibit A, (b) approves the Notice to Proceed to Award as attached hereto as Exhibit B, and (c) certifies the award of Contract No. 395000-

Section 2. Any section of this resolution not in conflict with or contrary to the State laws or the State Building Code shall be effective immediately upon approval of the Board of Trustees.

September 21, 2009, and (c) recommends the proposal to execute the same on behalf of the Town.

WHEREAS, the contract documents used herein and all attachments hereto shall have the meaning as set forth in the Contract Documents.

WHEREAS, the Board of Trustees hereby approves the Notice of Award as attached hereto as Exhibit A. The Board of Trustees hereby certifies the award of Contract No. 395000-

WHEREAS, the Contractor, on behalf of the Town, is hereby directed to proceed with the construction of the Project, including the construction of the Hot Springs Water Treatment Plant intake and storage tank.
Documents: 
1. Contract Documents: The contract documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

   (519,699,000.00)

   Contract documents to which bids were submitted are hereby incorporated in full with the bid form submitted by CONTRACTOR.

   PAYMENT: OWNER shall pay CONTRACTOR for completion of the work in accordance with contract documents. The owner agrees to pay CONTRACTOR in accordance with the terms of the contract documents.

   CONTRACTOR agrees to commence the work within the specified time.

   Scope of Work: CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is to be performed in accordance with contract documents.

   OWNER and CONTRACTOR, in consideration of the mutual covenants hereinbefore set forth,

   THIS AGREEMENT for construction of the Hot Sublimation Slurry Treatment Plant and Storage Tank License made and entered into this 20th day of September, 2009. The parties.

   Hot Sublimation Slurry Treatment Plant and Storage Tank License

   Owner and Contractor
**END OF SECTION**

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**Secretary**

Date: 8/13/19

Title: Vice President

Signature: Wayne O'Brien

**Town Clerk**

Date: 9/24/09

Title: Mayor

Signature: [Signature]

**Deputy**

Title: [Title]

Signature: [Signature]

**CONTRACTOR**

Town of Hope Springs WTP (Owner)

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One executed copy to the Engineer.

Two counterparts each have been delivered to Owner and Contractor.

In witness whereof, Owner and Contractor have signed the Agreement in

Successors.

CONTRACT BINDING: Owner and Contractor agree that this Contract shall be binding

on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and

The principal shall in all actions, suits and proceedings, all other claims, the amount owed to the principal shall proceed, defend, indemnify and save the costs and expenses incurred by the owner, when and if any in making good any defect in or the principal shall perform and complete the same as the owner may require for the benefit of the owner, and shall reimburse the owner for all such expenses and costs incurred in connection with the same, and if the principal shall make such performance and complete the same in a workmanlike manner, the owner shall be liable for the cost thereof, and if the principal shall fail to make such performance and complete the same in a workmanlike manner, the owner shall have the right to hire others to make such performance and complete the same in a workmanlike manner, and to recover from the principal the cost thereof.

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

Whereas the principal has entered into an agreement with the owner for the performance of certain services, and the owner has paid the principal the sum of $10,000.00, the principal shall perform the work as hereinafter specified.

Know all men by these presents, that we, the said principal, do make, execute and deliver this instrument, and do hereby covenant and agree, that the said services shall be performed in a workmanlike manner, and that the owner shall be liable for the cost thereof.

Performance, Payroll and Maintenance Bond

Section 00610

Liberty Bond No: 7/10/96
Western Bond No: 386/7097
CERTIFICATE

This 24th day of September, 2000, the undersigned, D. Krell, do hereby certify that the undersigned, Paul T. Square, is the President of the Western Survey Company, a corporation created under and by authority of the General Corporation Law of the State of California, and that the name of the corporation is the Western Survey Company. This certificate is executed in the County of Marin, State of California.

D. Krell
President

Paul T. Square
Vice President

Western Survey Company

POWER OF ATTORNEY

APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Western Survey Company

Linda L. Nett
Section 7. All books, policies, and records of the corporation shall be kept at its principal place of business in the State of California, or at such other place or places as the Board of Directors may from time to time determine, and shall be open to inspection by the shareholders of the Company and by authorized representatives of the shareholders.

This power of attorney is made and executed pursuant to and by authority of the following by-laws duly adopted by the

ADMITTED BY THE SUBSTANTIVE OR WESTERN SUBSTANTIVE COMPANY:

Authenticating By-Law
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: [Signature] Signature: [Signature]
Name: Hershal Deputy Name: Wayne Smiley
Title: Mayor Title: Vice President
Date: October 15, 2009 Date: October 15, 2009

ATTEST:

Signature: [Signature] Signature: [Signature]
Title: Sandy White, Town Clerk Title: Secretary

** END OF SECTION **
endorsement, and a certificate of insurance acceptable to the Town and the insurance company providing the required insurance. The proposal must also include a copy of a Certificate of Insurance showing evidence of the insurance coverage specified in Section 00840.

In addition, you are required to furnish at the same time two (2) copies of a Certificate of Insurance showing evidence of the insurance coverage specified in Section 00840.

In accordance with the terms of these contract documents, you are required to execute the Town's proposal.

This notice of award is in effect only as of the date of this notice, September 27, 2009, and including the date of this notice, September 27, 2009, and including the date of this notice, the proposal is subject to the requirements of the Colorado Public Contracts Act and is subject to approval by the Town. The Town reserves the right to reject any and all proposals. The proposals shall be submitted to the Town on or before September 27, 2009. All proposals must be in accordance with the terms of these contract documents. The Town reserves the right to reject any and all proposals. The proposals shall be submitted to the Town on or before September 27, 2009. All proposals must be in accordance with the terms of these contract documents.

Date: September 10, 2009

Town: Century Communities, Inc.

10822 W. 71st Drive, Suite 100
Littleton, CO 80127