

SULPHUR SPRINGS, COLORADO, APPROVING A NOTICE OF AWARD TO
GARNEY COMPANIES, INC. FOR CONSTRUCTION OF THE HOT SULPHUR
SPRINGS WATER TREATMENT PLANT, INTAKE AND STORAGE TANK
UPGRADE

WHEREAS, the Town has 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 a treatment plant upgrades, construction of a new clearwell, new intake and associated piping, and storage improvements ("Project"); and

WHEREAS, the Town issued a request for competitive proposals to seek a contractor to undertake and complete the construction and other work related to the Project, which request for competitive proposal included the terms and conditions and other documents which comprise the Contract Documents; and

WHEREAS, from the responsive proposals received and reviewed, a recommendation was made to the Board of Trustees by a selection committee comprised of Town staff and consultants; and

WHEREAS, Garney Companies, Inc. ("Contractor") was selected by the Board of Trustees through the selection process as the contractor with the requisite resources, experience and expertise and competitive price proposal to undertake and complete the construction and other work related to the Project; and

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

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

Section 1. The Board of Trustees (a) approves the Notice of Award as attached hereto as Exhibit A, including all exhibits thereto, (b) authorizes the Acting Town Manager and the Town Attorney, in consultation with the Mayor, to make such changes as may be needed to correct any nonmaterial errors or language that do not increase the obligations of the Town, (c) authorizes the Acting Town Manager, the Project Manager, and the Town Attorney to work with the Contractor toward agreement on the terms of a formal agreement contingent upon the Contractor furnishing the required Performance, Payment, and Maintenance Bond and two (2) copies of a Certificate of Insurance showing compliance with the insurance requirements as more clearly specified in Section 00840 of the Contract Documents by September 21, 2009, and (d) authorizes the Mayor to execute the same on behalf of the Town.

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 10th day of September, 2009.

By: 
Hershal Deputy, Mayor

ATTEST:
By: 
Sandy White, Town Clerk

THIS Agreement for construction of the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade, made and entered into this 24th day of September 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 as follows:

SCOPE OF WORK: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade. The CONTRACTOR agrees to commence the work under this Contract within ten (10) days after being notified to commence work by the OWNER. Contractor agrees to complete the work within the specified time.

PAYMENT: OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Bid Form submitted by CONTRACTOR. CONTRACTOR agrees to accept as full compensation the total bid amount of one million nine hundred ninety six thousand dollars (\$1,996,000.00).

CONTRACT DOCUMENTS: The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- Instructions to Bidders
- Bid Form
- Agreement
- Bonds
- Notice of Award
- Notice to Proceed
- General Conditions
- Technical Specifications
- Drawings
- Addenda
- Written Amendments to the Agreement
- Change Orders

OWNER'S REPRESENTATIVE. The OWNER has designated Merrick & Company (hereinafter called ENGINEER) to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents.

August 09

00500-1


Hot Sulphur Springs WTP and
Storage Tank Upgrade


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 successors.

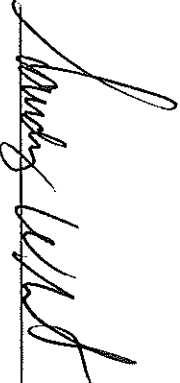
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. Two counterparts each have been delivered to OWNER, one to CONTRACTOR and one executed copy to the ENGINEER.


Town of Hot Sulphur Springs (OWNER)

CONTRACTOR

Signature: 
Name: Marshal Deputy
Title: Mayor
Date: 9/24/09

Signature: 
Name: Wayne O'Brien
Title: Vice President
Date: 9/17/09

ATTEST:
Signature: 
Title: Town Clerk

Signature: 
Secretary
Eric Coe

** END OF SECTION **

Western Bond No: 58667007
Liberty Bond No: 674013666

SECTION 00610

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Garney Companies, Inc.,
10822 W. Toller Dr. #100, Littleton, CO 80127, hereinafter called the Principal, and
Western Surety Company and Liberty Mutual Insurance Company hereinafter called the
Surety, are jointly and severally held and firmly bound unto the Town of Hot Sulphur Springs,
Colorado, County of Grand, State of Colorado, hereinafter called OWNER, in the sum of
One Million Nine Hundred Ninety Six Thousand & no/100th Dollars (\$ 1,996,000.00), lawful
money of the United States of America, to be paid to the OWNER, for the payment whereof the
Principal and Surety hold themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly bound by these presents.

WHEREAS, the Principal has, by means of a written agreement dated September 24, 2009
entered into a Contract with the OWNER for Hot Sulphur Springs Water Treatment Plant & Storage
Tank Upgrade, which Contract is by reference made a
part hereof the same as though set forth herein;

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

The Principal shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims
and demands incurred for the same; (2) fully indemnify and save harmless the OWNER from all
costs and damages which said OWNER may incur in making good any default.

To the extent permissible by law, the Principal shall protect, defend, indemnify and save
harmless the OWNER, and its officers, agents, servants and employees, from and against suits,
actions, claims, losses, liability or damage of any character, and from and against costs and
expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims,
losses, damages or liability on account of injury, disease, sickness, including death, to any
person, or damage to property, including in part the loss of use, resulting therefrom, based upon
or allegedly based upon any act, omission or occurrence of the Principal, or his employees,
servants, agents, subcontractors or suppliers, or anyone else under the Principal's direction and
control (regardless of whether or not caused in part by a party indemnified hereunder), and
arising out of, occurring in connection with, resulting from, or caused by the performance or
failure of performance of any work or services called for by the Contract, or from conditions
created by the performance or non-performance of said work or services.

The Principal shall pay all persons, firms and corporations, all just claims due them for the
payment of all laborers and mechanics for labor performed, for all materials and equipment
furnished, and for all materials and equipment used or rented in the performance of Principal's
Contract.

August 09

00610-1

Hot Sulphur Springs WTP and
Storage Tank Upgrade

Every Surety on this bond shall be deemed and held, and Contract to the contrary notwithstanding, to consent without notice:

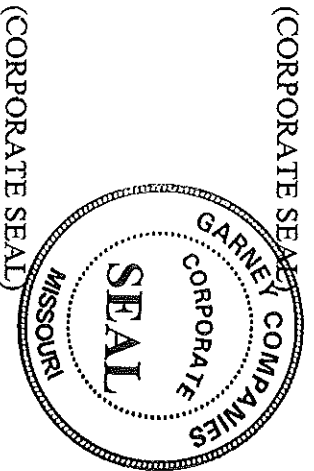
1. To any extension of time to the Contractor in which to perform the Contract.
2. To any change in Plans, Drawings, Specifications, Contract or other Contract Documents, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

Further, every Surety on this bond shall pay to the OWNER all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on the payment and performance 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, and under the maintenance provisions of this bond an action may be brought within five years from the time the cause of action arises.

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

SIGNED AND SEALED THIS 24 day of September, 2009



(CORPORATE SEAL) Principal Garney Companies, Inc.

Signature [Handwritten Signature]

Title Wayne O'Brien

Vice President

(CORPORATE SEAL) Surety Western Surety Company and Liberty Mutual Insurance Company

Signature [Handwritten Signature]

Title Linda L. Nutt, Attorney-in-Fact

Western Surety Company
PO Box 5077
Sioux Falls, SD 57117
800-331-6053
Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462
610/832-8240

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L. Nutt

of Kansas City MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

Surety Bond Number: 674013666 / 58667007

Principal: Gamey Companies, Inc.

Obligee: Town of Hot Sulphur Springs

Amount of Bond: See Bond Form

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of September 2006



WESTERN SURETY COMPANY
Paul T. Bruffat
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of September, 2006, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of September 2009



WESTERN SURETY COMPANY
L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings. Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

2510164

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint, Linda L. Nutt its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any location within the United States, the following surety bond:

Principal Name: Garney Companies, Inc.
Obligee Name: Town of Hot Sulphur Springs
LMS Surety Bond Number: 674013666 / 58667007 Bond Amount: See Bond Form

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Garret W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of MARCH, 2009.



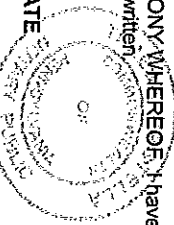
LIBERTY MUTUAL INSURANCE COMPANY
By Garret W. Elliott
Garret W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 28th day of MARCH, 2009, before me, a Notary Public, personally came Garret W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written

CERTIFICATE



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of September, 2009.



By David M. Carrey
David M. Carrey, Assistant Secretary

Certificate of Insurance

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION, ONLY AND CONFERS NO RIGHT UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

This is to Certify that
GARNEY CONSTRUCTION
 10822 W TOLLER DRIVE, SUITE 100
 LITTLETON CO 80127

NAME AND ADDRESS OF INSURED



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
			EMPLOYERS LIABILITY	OTHER
WORKERS COMPENSATION	10/1/2009	WA2-14D-426942-738	LAW OF THE FOLLOWING STATES: AL,AR,AZ,CO,FL,GA,KS,KY,MO, NE,SD,TN,TX	Each Accident—Single Limit Bodily Injury by Accident \$1,000,000 Bodily Injury By Disease \$1,000,000 Bodily Injury By Disease \$1,000,000
GENERAL LIABILITY	10/1/2009	TB2-141-426942-728	General Aggregate—Other than Products / Completed Operations \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Bodily Injury and Property Damage Liability \$1,000,000 Personal Injury \$1,000,000 Other \$300,000 Fire Legal \$10,000 Medical	Per Occurrence Per Person / Organization Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence Each Accident or Occurrence
AUTOMOBILE LIABILITY	10/1/2009	AS2-141-426942-718		Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER				Each Accident or Occurrence

ADDITIONAL COMMENTS
 See Addendum Attached.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.
 SPECIAL NOTICE-Ohio: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBmits AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.
 IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.
 NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
 BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:
 Liberty Mutual Insurance Group

Certificate Holder

Town of Hot Sulphur Springs
 Attn: Geoff Elliott
 Grand Environmental Services, Program Manager
 513 Aspen Street
 PO Box 116
 Hot Sulphur Springs CO 80541

St. Louis / 0442
 12250 Weber Hill Road
 St. Louis MO 63127

OFFICE PHONE DATE ISSUED

Laura Rudolph
 AUTHORIZED REPRESENTATIVE
 800-392-9223 9/15/2009

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NMM 772

CERTIFICATE - ADDENDUM

NAMED INSURED GARNEY CONSTRUCTION 10822 W TOLLER DRIVE, SUITE 100 LITTLETON CO 80127	CERTIFICATE HOLDER Town of Hot Sulphur Springs Attn: Geoff Elliott Grand Environmental Services, Program Manager 513 Aspen Street PO Box 116 Hot Sulphur Springs CO 80541	9/15/2009
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RE: Hot Sulphur Springs WTP and Storage Tank Upgrade. The Town of Hot Sulphur Springs, its officers, elected officials, employees and Merrick & Company, its agents and employees and any other person(s), company(ies), or entity(ies) deemed necessary by The Town of Hot Sulphur Springs is named as an additional insured with respect to the General Liability and Automobile Liability if required by written contract with the Named Insured; but only for the coverage and limits provided by the policy and the additional insured endorsement. The General Liability policy includes blanket contractual, independent contractors, severability of interests and explosion, collapse and underground. The Automobile Liability policy includes severability of interests. Insurance is primary and non-contributory.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: ME
GARNEY-3
DATE (MM/DD/YYYY)
09/16/09

PRODUCER
Hays Companies of Kansas City
920 Main Street, Suite 2100
Kansas City MO 64105
Phone: 816-474-3535 Fax: 816-842-5795

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Garney Companies, Inc.
Attn: Mr. Tom Dahl
1333 NW Vivion Road
Kansas City MO 64118

INSURER A: American Guarantee & Liability
INSURER B: AM Best Rating: A XV
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					AGGREGATE	PER OCCURRENCE
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$
					AGGREGATE	\$ 5,000,000
A	EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE	AUC5916504	10/01/08	10/01/09	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUS - TOY LIMITS	OTH-ER
					EL. EACH ACCIDENT	\$
					EL. DISEASE - EA EMPLOYEE	\$
					EL. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The Owner, the Owner's officers, elected officials, employees & the Engineer, Merrick & Company, its agents & employees & any other person(s), company(ies) or entity(ies) are additional insured as named on the primary underlying policies. Umbrella follows form of the General Liability, Automobile Liability and Employers' Liability primary underlying policies.

CERTIFICATE HOLDER

TOWNOFEH

CANCELLATION

Town of Hot Sulphur Springs
513 Aspen Street
PO Box 116
Hot Sulphur Springs CO 80541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Tom Dahl

**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.

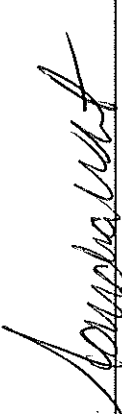
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this First Amendment in triplicate. Two counterparts each have been delivered to OWNER, one to CONTRACTOR and one executed copy to the ENGINEER.

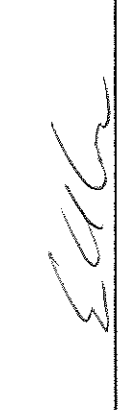
Town of Hot Sulphur Springs (OWNER):

Garney Companies, Inc. (CONTRACTOR):

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

Signature: 
Name: Eric Garney
Title: Vice President
Date: October 15, 2009

ATTEST:
Signature: 
Title: Sandy White, Town Clerk

Signature: 
Title: Secretary

** END OF SECTION **

To: Garney Companies, Inc.

Date: September 10th, 2009

10822 W. Toller Drive, Suite 100

Littleton, CO 80127

Contractor

The Town of Hot Sulphur Springs, Colorado (Owner) has duly considered the proposals submitted on September 3rd, 2009 for the construction of the Hot Sulphur Springs Water Treatment Plant and Storage Tank Upgrade. Your Proposal for performing the work outlined appears fair, equitable and in the best interest of the Owner. At a meeting on September 10th, 2009, the Town Board accepted your Proposal at the bid price contained therein and authorized this Notice of Award on behalf of the Town.

In accordance with the terms of these Contract Documents, you are required to execute the formal Agreement and furnish the required Performance, Payment, and Maintenance Bond before September 21st, 2009 and including the date of this notice.

In addition, you are required to furnish at the same time two (2) copies of a Certificate of Insurance showing compliance with the insurance requirements specified in Section 00840. Your certificate shall be accompanied by a letter from your insurance company stating that the insurance certified meets the requirements specified in Section 00840.

The Bid Security submitted with your Proposal will be retained until the Agreement has been executed and the required Performance, Payment, and Maintenance Bonds have been furnished and approved. If the executed Agreement and the Performance, Payment, and Maintenance Bonds are not delivered to the Town of Hot Sulphur Springs within the time limit specified, the said Bid Security will be retained as liquidated damages and not as penalty for the delay and extra work caused thereby.

On behalf of the Town of Hot Sulphur Springs, Colorado:

By: _____



Name: Hershah Deputy

Title: Mayor

** END OF SECTION **

August 09

00510-1

Hot Sulphur Springs WTP and
Storage Tank Upgrade