

BEEBE DRAW FARMS AUTHORITY

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, Colorado 80111
Tel: 303-779-5710 Fax: 303-779-0348

**A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at
www.colorado.gov/beebedrawfarms**

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term Expires:</u>
Paul “Joe” Knopinski	President	June 2021
Christine Hethcock	Vice-President	June 2022
Josh Freeman	Treasurer	June 2021
Eric Wernsman	Assistant Secretary	June 2022
Lisa A. Johnson	Secretary	

DATE: December 2, 2020

TIME: 6:00 P.M.

PLACE: **DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THE AUTHORITY’S BOARD MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER BOARD MEMBERS NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.**

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2RjMmI1NWUtNjA0Zi00ZmlyLTljZjctYmJhOWlyZWm2M2Yz%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d

Or call in (audio only)

[+1 720-547-5281](tel:+17205475281), 956460028# United States, Denver Phone Conference ID: 956 460 028#

1. ADMINISTRATIVE MATTERS

A. Present Disclosures and Potential Conflicts of Interest.

B. Approve Agenda and confirm posting of meeting notices.

2. PUBLIC COMMENT

A. _____

3. BRIDGE PROJECT

A. EMERGENCY READING

1. Consider approval of a contract with Red Willow Construction LLC for concrete work, pouring caissons and abutments, concrete under and above the bridge in the amount of \$_____ (to be distributed).

2. Consider approval of a contract with LMS Drilling, Inc. for caisson drilling in the amount of \$17,187 (enclosure).

3. Consider approval of a contract with Goodell Machinery and Construction for earthwork and removal of old culvert, setting bridge and bolting guard rail in the amount of \$_____ (to be distributed).

4. Ratify execution of contract with Contech Engineered Solutions, LLC for bridge design, fabrication and delivery in the amount of \$75,680.

5. Status of permit from FRICO.

4. OPERATIONS & MAINTENANCE

- A. Ratify approval of a contract with T Case Construction for crack seal work in the amount of \$33,100 (enclosure).

5. OTHER BUSINESS

A. _____

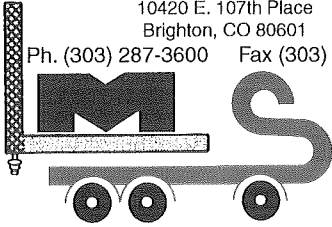
6. ADJOURNMENT: _____

THE NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 13, 2021

LMS Drilling, Inc.

10420 E. 107th Place
Brighton, CO 80601

Ph. (303) 287-3600 Fax (303) 287-1033



3

November 19, 2020

Wernsma Engineering, Inc.
10110 42nd Avenue
Evans, CO 80620

ATTN: Eric Wernsma
RE: Milton Bridge

Eric,

We have been discussing the drilled foundations for a small bridge at Milton Reservoir. Our proposal is as follows:

Base Bid \$15,937.00

Price Includes

Drilling, OD temp. casing if needed, one mobilization and hoist power for rebar cages

Price Excludes

Access, layout, overhead/underground clearances, materials, and spoils removal

Bid Quantity:

4 – 24” dia. @ 13-ft. each

4 – 30” dia. @ 13-ft. each

I would prefer to do this work while the ditch is dry. However, if this work needs to be done while there is water running add \$1,250.00 to the above quoted price.

If there are any questions, get in contact with me, and I will get answers back to you.

LMS Drilling, Inc.

A handwritten signature in black ink, appearing to read 'Greg Schrinier', is written over a horizontal line.

Greg Schrinier
Vice-President

BEEBE DRAW FARMS AUTHORITY CRACK SEAL SERVICES AGREEMENT

This **CRACK SEAL SERVICES AGREEMENT** (“Agreement”) is entered into effective as of _____, 2020, by and between BEEBE DRAW FARMS AUTHORITY, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “Authority”), and T CASE CONSTRUCTION LTD., a Colorado limited liability company (the “Contractor”).

RECITALS

WHEREAS, the Authority is permitted to enter into, make and perform contracts of every kind and to conduct its business and affairs; and

WHEREAS, the Authority has determined that it requires crack sealing services (as further defined herein, the “Services”) and desires to engage the Contractor to render these Services; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions by which the Contractor shall provide the Services for the Authority.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. Appointment of Contractor. The Authority hereby retains Contractor for purposes of performing such Services as described in Section 2 of this Agreement, subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services pursuant to the terms and conditions set forth herein.

2. Scope of Services. Contractor shall perform the services for the Authority as outlined in the Scope of Services, attached hereto in **Exhibit A** and incorporated herein by reference (“Services”). The Authority may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement as provided in Section 16 hereof. No amendment to provide for a change in Services that results in an increase in the Contractor’s compensation shall be authorized and executed by the Authority unless sufficient funds have been appropriated by the Authority for payment of the increased compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the Authority.

A. General Duties. In connection with performing the Services, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications

(2) Furnish, or cause to be furnished, all labor, materials, equipment, tools, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the Authority of the status of the Services required by this Agreement on a regular basis and work in coordination with the Authority's staff and consultants to assure that the Authority has the most complete information available for the exercise of the Authority's powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the Authority, and from incurring any debt, liability or obligation for or on behalf of the Authority. All obligations incurred by Contractor shall be the obligations of Contractor, who shall hold the Authority harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction where this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Inspections/Services. Contractor has visited the site whereupon the Services will be performed, has inspected the subject roadways, and accepts them for performance in exchange for the compensation herein provided.

D. Diligent Performance. Contractor will begin providing the Services on the date directed by the Authority and will thereafter continually and diligently perform the Services until completion.

E. Subcontractors. Contractor is solely and fully responsible to the Authority for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by it. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the Authority in the same manner as Contractor pursuant to Section 10 hereof.

F. No Right or Interest in Authority's Assets. Contractor shall have no right or interest in any assets of the Authority, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

3. Compensation. In exchange for performance of the Services, Contractor shall be paid an amount not to exceed **Thirty Three Thousand One Hundred Dollars (\$33,100)** in

accordance with the procedures set forth in this Section 3, which amount has been budgeted and appropriated by the Authority for the current year for performance of the Services. Contractor shall not receive additional compensation for any change in Services provided to the Authority unless the Authority and Contractor have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to Contractor. Any amendments to this Agreement resulting in additional compensation to be paid by the Authority to Contractor shall be subject to annual appropriations by the Authority as set forth in Section 13 hereof. The Authority is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that costs for Services set forth in Exhibit A and charged to the Authority do not include sales and use taxes.

A. Requirements for Payment. With each invoice, Contractor shall submit to the Authority a report in a form acceptable to the Authority which describes the Services completed to date and the work yet to be performed, and summarizes costs paid to date by the Authority and the amount currently due to Contractor. Contractor shall submit its report together with its invoice to the Authority no later than the 3rd day of each month for Services completed in the preceding month. The Authority shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The Authority reserves the right to inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. In the event inspected Services are not accepted for payment by the Authority, the terms of Section 3.B. herein shall apply.

B. Inspection of Services. The Authority may inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the Authority's discretion, any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the Authority shall provide written notice of said default to Contractor. Contractor shall have ten (10) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the Authority shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the Authority to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the Authority may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the Authority shall pay Contractor for the portion of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire upon completion of the Services; provided that, in the event the completion of Services occurs in a fiscal year following

the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the Authority as set forth in Section 13 hereof. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the Authority as set forth in Section 13 hereof.

5. Termination. The Authority shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the Authority at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the Authority all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the Authority.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become the sole and exclusive property of the Authority under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated. Upon request by the Authority, all Work Product shall be delivered to the Authority in hard copy and in an electronic format compatible to the Authority's computer applications at Contractor's expense. Upon payment to Contractor for its Services, the Authority shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the Authority. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the Authority's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The Authority's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the Authority. Upon request by the Authority, Contractor shall promptly execute whatever legal documents or other materials that the Authority deems necessary to secure, perfect, or substantiate the Authority's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the Authority or others on extensions of the work or on any other project.

7. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

(5) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the Authority and its directors, officers, employees, and agents.

C. Additional Insured Parties. The Authority shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the Authority certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

E. Notice. Contractor agrees to provide the Authority with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the Authority and its directors, officers, employees, and agents.

F. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon Authority request, submit them to the Authority for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

G. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the Authority by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Illegal Aliens.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the Authority, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the Authority within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Section 8 of the Agreement.

E. Breach. If Contractor violates a provision of this Section 8, the Authority may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Authority. The Authority shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Section 8 of the Agreement and the Authority terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the Authority of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required

by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the Authority.

9. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Authority other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Authority and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the Authority. Contractor is not, and shall not act as, the agent of the Authority. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the Authority and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the Authority may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the Authority. The obligations of the indemnifications extended by Contractor to the Authority under this Section 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the Authority or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the Authority. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the Authority shall constitute or create an indebtedness or debt of the Authority within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligations hereunder, including for any changes in Services authorized pursuant to an amendment to this Agreement as set forth Section 2 hereof, are subject to annual appropriations. The Authority has appropriated sufficient funds for this Agreement for the current fiscal year of performance. Any extension of this Agreement, as set forth in an amendment hereto, shall be subject to annual appropriations by the Authority.

A. In compliance with Section 24-91-103.6, C.R.S., the following statements are included in this Agreement:

(1) The Authority has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Agreement.

(2) The Authority is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Agreement to exceed the amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Authority that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

(3) Any form of order or directive issued by the Authority requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the Authority to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Authority for the additional compensable work to be performed.

14. [Reserved.]

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the Authority: c/o CliftonLarsonAllen, LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Attn: Lisa A. Johnson, Manager
 Email: Lisa.Johnson@claconnect.com

With a Copy to: Icenogle Seaver Pogue, PC.
 Attn: Alan D. Pogue
 4725 S. Monaco St., Suite 360
 Denver, Colorado 80237
 Email: APogue@ISP-law.com

If to the Contractor: T Case Construction Ltd.
 P.O. Box 403
 Johnstown, CO 80534
 Phone: 970-999-2981
 Email: tcaseconstruction@gmail.com

16. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the Authority and Contractor.

17. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the Authority. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the Authority's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Authority and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums or amendments attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibits, addendums, and/or amendments and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any such exhibits, addendums, or amendments, the provisions of this Agreement shall prevail.

24. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

26. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

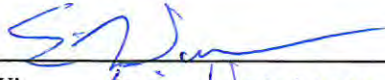
27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

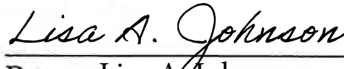
IN WITNESS WHEREOF, the parties have entered this Agreement effective as of the date first written above.

AUTHORITY:

BEEBE DRAW FARMS AUTHORITY


By: Eric Wenzman
Its: _____

ATTEST:


By: Lisa A. Johnson
Its: Secretary

CONTRACTOR:

T CASE CONSTRUCTION LTD., a Colorado
limited liability company

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT A
SCOPE OF SERVICES

DESCRIPTION	AMOUNT
IR Heats 91 Big cracks	\$9100.00
Crack seal per pallet price (4 pallets)	\$24,000.00
Total	\$33,100.00

The Services include crack sealing of all full-depth cracks and partial-depth (filled but settled) cracks, regardless of width or linear feet, on all internal roads within the Pelican Lake Ranch community in Platteville, Colorado and the parking lot and access drive at 16502 Beebe Draw Farms Parkway, as generally depicted below. All cracks will be filled flush with the asphalt pavement. The Services include all necessary traffic control.



EXHIBIT B**CERTIFICATION REGARDING ILLEGAL ALIENS**

To: BEEBE DRAW FARMS AUTHORITY

I, _____, as _____ of T Case Construction Ltd., the prospective “Contractor” for that certain contract for crack seal services (“Agreement”) to be entered into with Beebe Draw Farms Authority, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment’s Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Executed on the ____ of _____, 2020.

T CASE CONSTRUCTION LTD., a Colorado
limited liability company

By: _____
Its: _____