

BEEBE DRAW FARMS AUTHORITY

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Lakewood, Colorado 80228-1898
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**A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at
www.colorado.gov/beebedrawfarms**

Zoom Meeting: Due to the State of Emergency declared by Governor Polis and the threat to health and safety posed by the COVID-19 pandemic, this meeting is being held via Zoom and may be joined at the following:

<https://us02web.zoom.us/j/86319057604?pwd=Q3J2aWxNYnBKMUhyWnR3bHF2R21Udz09>

Meeting ID: 863 1905 7604

Password: 750224

One tap mobile

+16699006833,,86319057604#,,1#,750224# US (San Jose)

+12532158782,,86319057604#,,1#,750224# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Find your local number:

<https://us02web.zoom.us/j/krxvsvpw>

NOTICE OF REGULAR MEETING AND AGENDA

Board of Directors:

Paul “Joe” Knopinski

Christine Hethcock

Josh Freeman

Eric Wernsman

Judy Leyshon*

- Non-Board Member Officer

Office:

President

Vice-President

Treasurer

Assistant Secretary

Secretary

Term Expires:

June 2021

June 2020

June 2021

June 2020

DATE: May 13, 2020
TIME: 6:00 P.M.
PLACE: Pelican Lake Ranch Community Info and Sales Center
16502 Beebe Draw Farms Parkway
Platteville, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Disclosures and Potential Conflicts of Interest.

- B. Approve Agenda and confirm posting of meeting notices.
-

- C. Acknowledge the appointment of one Board member from District No. 1 and one Board member from District No. 2 to the Authority Board of Directors.
-

- D. Appointment of Officers:

President _____
Vice-President _____
Secretary _____
Treasurer _____
Assistant Secretary _____

- E. FIRST READING:

1. Consider sending Board member(s) to the 2020 SDA Conference in Keystone or for Virtual Classes on September 23, 24, and 25, 2020.
-

- F. SECOND READING:

1. _____

- G. EMERGENCY READING:

1. _____

II. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Review and approve Minutes of the March 11, 2020 Special Meeting (enclosure – 002).
2. Ratify approval of payment of claims through the period ending March 30, 2020, as follows (enclosure - 003):

| | | |
|----------------------|-----------|------------------------|
| General Fund | \$ | 7,988.21 |
| Debt Fund | \$ | -0- |
| Capital Fund | \$ | 918.75 |
| Amenities Fund | \$ | -0- |
| Total Claims: | \$ | <u>8,906.96</u> |

3. Ratify approval of payment of claims for Special Check No. 1 through the period ending March 30, 2020, as follows (enclosure - 004):

| | | |
|----------------------|-----------|----------------------|
| General Fund | \$ | 790.01 |
| Debt Fund | \$ | -0- |
| Capital Fund | \$ | -0- |
| Amenities Fund | \$ | -0- |
| Total Claims: | \$ | <u>790.01</u> |

4. Ratify approval of payment of claims for Special Check No. 2 through the period ending March 30, 2020, as follows (enclosure - 005):

| | | |
|----------------------|-----------|-------------------------|
| General Fund | \$ | 66,084.00 |
| Debt Fund | \$ | -0- |
| Capital Fund | \$ | -0- |
| Amenities Fund | \$ | -0- |
| Total Claims: | \$ | <u>66,084.00</u> |

5. Ratify approval of payment of claims through the period ending April 30, 2020, as follows (enclosure - 006):

| | | |
|----------------------|-----------|-------------------------|
| General Fund | \$ | 27,780.35 |
| Debt Fund | \$ | -0- |
| Capital Fund | \$ | 400.00 |
| Amenities Fund | \$ | -0- |
| Total Claims: | \$ | <u>28,180.35</u> |

6. Ratify approval of payment of claims through the period ending May __, 2020, as follows (to be distributed):

| | | |
|----------------------|-----------|----------------|
| General Fund | \$ | |
| Infrastructure Fund | \$ | |
| Amenities Fund | \$ | -0- |
| Total Claims: | \$ | <u></u> |

7. Ratify approval of the Unaudited Financial Statements from March 11, 2020 Meeting (to be distributed).
-

III. FINANCIAL MATTERS

A. _____

B. FIRST READING:

1. _____

C. SECOND READING:

1. _____

D. EMERGENCY READING

1. _____

IV. PUBLIC COMMENT

A. _____

V. OPERATIONS & MAINTENANCE

A. Status of installation of fencing and no trespassing signs.

B. Status of Agreement from homeowner regarding temporary access to RV Storage Facility and Lake Christina.

C. FIRST READING:

1. _____

D. SECOND READING:

1. Consider approval of Resolution Adopting a Video Security Policy (enclosure – 007).

E. EMERGENCY READING:

1. _____

VI. CAPITAL AMENITIES

A. _____

B. FIRST READING:

1. _____

C. SECOND READING:

1. Discuss the community survey results on interest in use of Authority property for ATV designated riding or shooting range.
-

D. EMERGENCY READING:

1. _____

VII. INFRASTRUCTURE

A. Filing No. 1:

1. _____

B. FIRST READING:

1. _____

C. SECOND READING:

1. _____

D. EMERGENCY READING:

1. _____

VIII. LEGAL MATTERS

A. Status of continued discussions with Haven Sporting Club, LLC.

B. Status of removal of Aristocrat Duck Club Facilities located at Milton Reservoir.

C. Status of contract with Contech Engineered Solutions (formerly Big R Bridge) for prefabricated steel bridge decked Modular Beam Bridge (enclosure – 008).

1. _____

D. Update regarding PLMRME regarding Crack Seal Project.

E. FIRST READING:

1. _____

F. SECOND READING:

1. Status of the Amenity Rules and Regulations

G. EMERGENCY READING:

1. _____

H. Authorize reimbursement to REI Limited Liability Company for the public portion of surveying services provided by Acklam, Inc. related to PUD preparation and zoning changes.

I. Ratify Engagement of Norton & Smith, P.C. as litigation counsel to represent the Authority in *FRICO v. Beebe Draw Farms Authority and Beebe Draw Farms Metropolitan District No. 1*, 2020 CV 030090.

J. **ADJOURN TO EXECUTIVE SESSION, IF NECESSARY, FOR THE FOLLOWING ITEM(S):**

1. Pursuant to Sections 24-6-402(4)(b) and 24-6-402(4)(e) C.R.S. for the purpose of receiving legal advice and to determine positions relative to matters that may be subject to negotiations related to *FRICO v. Beebe Draw Farms Authority and Beebe Draw Farms Metropolitan District No. 1*, 2020 CV 030090.

IX. OTHER BUSINESS

A. Consider approval of CLA proposal for operations and ratify approval of authorization to 30-day termination of SDMS.

B. _____

X. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 10, 2020.**

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY
HELD
MARCH 11, 2020**

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, the 11th day of March, 2020, at 6:00 P.M., at the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Paul “Joe” Knopinski
Christine Hethcock
Josh Freeman
Eric Wernsman

Also In Attendance Were:

Judy Leyshon; Special District Management Services, Inc.

Diane Wheeler; Simmons & Wheeler, P.C.

Alan Pogue; Esq.: Icenogle, Weaver, Pogue (via speakerphone)

See attached list for other attendees

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Leyshon noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that Directors Freeman, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

**ADMINISTRATIVE
MATTERS**

Agenda, Confirmation of Notice Posting: Ms. Leyshon distributed for the Board’s review and approval a proposed agenda for the Authority's special meeting.

Following discussion, upon motion duly made by President Wernsman, seconded by Director Freeman and, upon vote, unanimously carried, the agenda was approved as amended. Ms. Leyshon noted meeting notices were posted as required.

Second Amendment to Resolution for 2020 Meeting Dates: The Board discussed the changing the location for the meeting dates in 2020.

Following discussion, upon motion duly make by President Hethcock, seconded by Director Wernsman and, upon vote, unanimously carried, the Board determined to meet at the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, CO, and adopted Resolution No. 2020-03-01 Second Amendment to Meeting Resolution. A copy of adopted Resolution is attached to these Minutes and incorporated herein by this reference.

Resignation and Appointment of Secretary to the Board: The Board acknowledged the resignation of Lisa Johnson as Secretary to the Board of Directors and considered appointment of Judy Leyshon to the Board.

Following discussion, upon motion duly make by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the Board appointed Judy Leyshon as Secretary of the Board of Directors.

CONSENT AGENDA

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the November 12, 2019 Regular Meeting and November 19, 2019 Special Meeting.
- Ratify approval of the payment of claims through the period ending November 30, 2019 as follows:

| | |
|---------------------|---------------------|
| General Fund: | \$ 28,702.03 |
| Infrastructure Fund | \$ 3,530.75 |
| Amenities Fund | \$ -0- |
| Total: | \$ 32,232.78 |

- Ratify approval of the payment of claims through the period ending December 31, 2019 as follows:

| | |
|---------------------|---------------------|
| General Fund: | \$ 49,556.31 |
| Infrastructure Fund | \$ 3,553.50 |
| Amenities Fund | \$ -0- |
| Total: | \$ 53,109.81 |

- Ratify approval of the payment of claims through the period ending January 31, 2020 as follows:

| | |
|---------------------|---------------------|
| General Fund: | \$ 10,735.29 |
| Infrastructure Fund | \$ 4,191.25 |
| Amenities Fund | \$ -0- |
| Total: | \$ 14,926.54 |

- Ratify approval of the payment of claims through the period ending February 28, 2020 as follows:

| | |
|---------------------|---------------------|
| General Fund: | \$ 6,417.13 |
| Infrastructure Fund | \$ 3,931.25 |
| Amenities Fund | \$ -0- |
| Total: | \$ 10,348.38 |

Following discussion, upon motion duly made by Director Wernsman, seconded by Director Freeman and, upon vote, unanimously carried, the Board approved and/or ratified approval of the consent agenda.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Wheeler discussed with the Board the unaudited financial statements for the period ending December 31, 2019.

Following discussion, upon motion duly made by Director Hethcock, seconded by Director Wernsman and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending December 31, 2019.

2019 Application for Exemption from Audit: The Board discussed the requirements for an audit.

Following discussion, upon motion duly made by Director Knopinski seconded by Director Wernsman and, upon vote, unanimously carried, the Board acknowledged that Beebe Draw Authority Board and Beebe Draw Farms District Nos. 1 and 2 are all exempt from 2019 Audit pursuant to the agreement. An Application for Exemption from Audit for 2019 will be prepared by District Accountant.

PUBLIC COMMENTS

Public Comments: Mr. Coleman – asked about drainage issues, regulations on security cameras, and a locking billboard for posting. Director Wernsman responded that the drainage issue is in the Executive Session for discussion, the security cameras are on the agenda, and discussed the options for a locking billboard.

Ms. Satersmoen – would like to restart the lending library. Director Wernsman request a picture of what she would like built.

Ms. Wernsman -brought forth a question from a resident. Is there a problem videotaping the Board meetings as some residents cannot attend in person? Director Wernsman lead a discussion and the Board agreed to allow the meetings to be taped.

Mr. Caldwell – talked about road damage and trash from building contractors. He also brought to the attention of the Board that there is a doublewide trailer parked on a lot and the garage is wrong. Director Hethcock acknowledged the issues and indicated the Authority will look into the Road Damage and the trash is the POA's responsibility and DRC would have to address the issue. The DRC would have to address the trailer and garage issue as well.

Ms. Key – asked about the status of the road repairs. Director Wernsman indicated there was a miscalculation in the material from the contract and there will have to be another contract.

Mr. Welch – asked if someone drove off the road at the Stone Leigh Cul-de-sac. He noted that the pavement is collapsing. Director Wernsman indicated the Authority would look into it.

OPERATIONS AND MAINTENANCE

Status of Installation of Fence and No Trespassing Signs: There was nothing new to report at this time.

Status of Temporary Access to RV Storage Facility and Lake Christina: Director Hethcock reported to the Board that the property owner is ok allowing crossing her property to access the RV Storage, but people must drive very slowly. The District in return will allow grazing on Lot A. It was noted that the Board is waiting on agreement from the property owner.

Drainage Issue at 16489 Fairbanks Drive South: The Board determined to move this agenda item to executive session #4.

FIRST READING:

Acquisition of Skid Loader, Bobcat and Trailer: Director Wernsman authorized the purchase of a Skid Loader, Bobcat, and Trailer in the amount of \$52,000.00 with a 2-year warranty.

SECOND READING:

Resolution Adopting a Video Security Policy: The Board reviewed and discussed the draft Resolution Adopting Video Security Policy. Director Wernsman would like open access to viewing the tapes. The Board directed Attorney Pogue to change the Resolution accordingly. Action was deferred by the Board at this time.

**CAPITAL
AMENITIES**

SECOND READING:

Community Survey on Interest in Use of Authority Property for ATV designated Riding or Shooting Range Use: Todd Sundeen reported that there is an 80% response rate to the survey thus far. Sunday is the deadline and he will send out the results to the community.

**INFRASTRUCTURE
MATTERS**

There was nothing new to report.

LEGAL MATTERS

Continued Discussions with Haven Sporting Club, LLC: The Board moved this agenda item for discussion to executive session.

Status of Removal of Aristocrat Duck Club Facilities located at Milton Reservoir: The Board moved this agenda item for discussion to executive session.

Status of Contract with Big R Bridge for Prefabricated Steel Bridge Decked Modular Beam Bridge: Director Wernsman motioned to approve and sign the contract with permission for him to release contract subject to FRICO to wave Surety or Authority Board to post Bonds.

Change Order No. 1 to Big R Bridge Contract: The Board discussed Change Order No. 1 to Big R Bridge Contract in the amount of \$942.00.

Following discussion, upon motion duly made by Director Knopinski seconded by Director Wernsman and, upon vote, unanimously carried, the Board approved Change Order No. 1 to Big R Bridge Contract in the amount of \$942.00.

PLMRME Crack Seal Project: The Board deferred discussion at this time.

SECOND READING:

Amenity Rules and Regulations: The Board deferred discussion at this time.

EXECUTIVE SESSION: Pursuant to Section 24-6-402(4)(b) of the Colorado Revised Statutes (C.R.S.) for the purpose of receiving legal advice regarding continued discussions with Haven Sporting Club, LLC, Pursuant to Section 24-6-402(4)(b) and 24-6-402(4)(e) C.R.S. for the purpose of receiving legal advice to determine positions relative to matters that may be subject to negotiations related to Milton Reservoir Recreational Lease and FRICO Compliant, and Pursuant to Section 24-6-402(4)(b) and 24-6-402(4)(e) C.R.S. for the purpose of receiving legal advice to determine positions relative to matters that may be subject to negotiations related to Service Agreement with Ground Engineering Consultants from District's Attorney, upon motion duly made by Director

Knopinski, seconded by Director Wernsman and, upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 7:40 p.m., as authorized by Section 24-6-402(4)(b), C.R.S. Furthermore, pursuant to Section 24-6-402(2)(d.5) (II)(B), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Authority's attorney, constitute privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S. No action was taken.

The Board reconvened in regular session at 8:09 p.m.

OTHER BUSINESS

Drainage Issue: It was noted that the DRC will look into the drainage issue.

Management Services: Director Knopinski would like to hire CliftonLarsenAllan ("CLA") and keep Ms. Johnson as District Manager. Director Wernsman would like details on CLA Operation and Price. The Board determined that it will review after approval of proposal from CLA and authorized a 30-day termination of SDMS.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made, seconded, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

**Attorney Statement
Regarding Privileged Attorney-Client Communication**

Pursuant to §24-6-402(2)(d.5)(II)(b), C.R.S., I attest that, in my capacity as the attorney representing the Beebe Draw Farms Authority, I attended the executive sessions on March 11, 2020 for the sole purposes of providing legal advice on specific legal questions as authorized by §24-6-402(4)(b) C.R.S. I further attest that it is my opinion that all of the executive session discussions constituted attorney-client privileged communication as provided by §24-6-402(4)(b), C.R.S., and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to §24-6-402(2)(d.5)(II)(b), C.R.S.

Alan Pogue, Esq.
General Counsel
Beebe Draw Farms Authority

Beebe Draw Authority
March-20

| | General | Debt | Capital | Amenities | Totals |
|----------------------------------|-------------|--------|-----------|-----------|-------------|
| Disbursements | \$ 7,988.21 | \$ - | \$ 918.75 | | \$ 8,906.96 |
| | | | | \$ | - |
| | | | | \$ | - |
| | | | | \$ | - |
| Total Disbursements from Checkin | \$7,988.21 | \$0.00 | \$918.75 | \$0.00 | \$8,906.96 |

Beebee Draw Farms Authority

Mar-20

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|---|-----------------|------------|------------|-------------|-----------------------------|----------------|
| At Your Service Electric | 2041 | 2/24/2020 | 3/25/2020 | \$ 260.00 | Telephone | 1-719-00 |
| Atmos Energy | 3046107398 1/10 | 3/9/2020 | 3/17/2020 | \$ 497.91 | Utilities | 1-719-00 |
| B&C Refuse | E2500 | 3/1/2020 | 3/17/2020 | \$ 62.00 | Community Center/Gatehouse | 1-711-00 |
| Central Weld County Water District | 6003 1/10 | 2/24/2020 | 3/17/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6075 12/19 | 12/23/2019 | 1/22/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 006075-01 11/19 | 11/22/2019 | 11/22/2019 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6060 1/20 | 1/27/2020 | 2/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6075 1/20 | 1/27/2020 | 2/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6003 12/19 | 12/23/2019 | 1/22/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6053 | 12/23/2019 | 1/22/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6075 1/10 | 2/24/2020 | 3/17/2020 | \$ 3.08 | Utilities | 1-719-00 |
| Central Weld County Water District | 6060 12/19 | 12/23/2019 | 1/22/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6053 1/20 | 1/27/2020 | 2/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6004 1/10 | 2/24/2020 | 3/17/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 006003-01 11/19 | 11/22/2019 | 11/22/2019 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6060 1/10 | 2/24/2020 | 3/17/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6003 1/20 | 1/27/2020 | 2/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6053 1/10 | 2/24/2020 | 3/17/2020 | \$ - | Utilities | 1-719-00 |
| Centurylink | 186B 2/20 | 2/4/2020 | 3/17/2020 | \$ 122.93 | Telephone | 1-719-00 |
| Colorado Department of Labor | 2/1/2020 | 2/1/2020 | 3/17/2020 | \$ 33.97 | Payroll Taxes | 1-625-00 |
| Colorado Special Districts P&L | 19W61119-1840 | 3/6/2020 | 3/6/2020 | \$ 398.00 | Prepaid Expenses | 1-150-00 |
| Crestone Consultants, LLC | 20-02-003 | 3/9/2020 | 3/17/2020 | \$ 918.75 | Engineering/Planning | 3-770-00 |
| Engineering Analytics, Inc. | 49066 | 2/18/2020 | 3/17/2020 | \$ 100.43 | Cap. Rep. & Repl. Res. Fund | 1-780-20 |
| FirstBank | Feb. 2020 | 2/26/2020 | 3/17/2020 | \$ 194.88 | Miscellaneous | 1-648-00 |
| FirstBank | Feb. 2020 | 2/26/2020 | 3/17/2020 | \$ 1,064.00 | Other Repairs/Maintenance | 1-660-00 |
| FirstBank | Feb. 2020 | 2/26/2020 | 3/17/2020 | \$ 152.02 | Telephone | 1-719-00 |
| FirstBank | Feb. 2020 | 2/26/2020 | 3/17/2020 | \$ 167.01 | Community Center/Gatehouse | 1-711-00 |
| Simmons & Wheeler, P.C. | 25801 | 1/31/2020 | 3/17/2020 | \$ 410.69 | Accounting | 1-614-00 |
| Special District Association of Colorado | SDA 2020 | 2/18/2020 | 3/17/2020 | \$ 613.48 | Insurance and Bonds | 1-670-00 |
| Special District Management Services, Inc | 2/29/2020 | 2/29/2020 | 3/17/2020 | \$ 1,030.00 | Management | 1-680-00 |
| Special District Management Services, Inc | 2/29/2020 | 2/29/2020 | 3/17/2020 | \$ 1,946.00 | Accounting | 1-614-00 |
| Special District Management Services, Inc | 2/29/2020 | 2/29/2020 | 3/17/2020 | \$ 97.51 | Miscellaneous | 1-648-00 |
| UNCC | 220020093 | 2/29/2020 | 3/17/2020 | \$ 8.94 | Other Repairs/Maintenance | 1-660-00 |
| United Power | 2600 1/10 | 2/14/2020 | 3/17/2020 | \$ 22.75 | Utilities | 1-719-00 |
| United Site Services | 114-9850321 | 2/10/2020 | 3/17/2020 | \$ 40.22 | Other Repairs/Maintenance | 1-660-00 |
| Xcel Energy | 674911115 | 3/2/2020 | 3/17/2020 | \$ 329.56 | Utilities | 1-719-00 |
| Xcel Energy | 674790928 | 2/28/2020 | 3/17/2020 | \$ 162.55 | Utilities | 1-719-00 |
| Xcel Energy | 674446658 | 2/26/2020 | 3/17/2020 | \$ 103.67 | Utilities | 1-719-00 |
| Xcel Energy | 674475273 | 3/17/2020 | 3/17/2020 | \$ 166.61 | Utilities | 1-719-00 |

\$ 8,906.96

Beebe Draw Authority
March-20

| | General | Debt | Capital | Amenities | Totals |
|----------------------------------|-----------|--------|---------|-----------|-----------|
| Disbursements | | \$ - | | | \$ - |
| | \$ 790.01 | | | | \$ 790.01 |
| | \$ - | | \$ - | \$ - | \$ - |
| | \$ - | | | | \$ - |
| Total Disbursements from Checkin | \$790.01 | \$0.00 | \$0.00 | \$0.00 | \$790.01 |

| Check No and Date | Payee | Invoice No | GL Account Title | GL Acct | Amount | Total | Manual |
|-------------------|---------------------|-----------------|------------------|----------|--------|--------|--------|
| 2756 | | | | | | | |
| 03/16/2020 | Hethcock, Christine | 2019 SDA REIMBU | Miscellaneous | 1-648-00 | 790.01 | 790.01 | |
| Total 2756: | | | | | | 790.01 | |
| Grand Totals: | | | | | | 790.01 | |

Beebe Draw Authority
March-20

| | General | Debt | Capital | Amenities | Totals |
|----------------------------------|--------------|--------|---------|-----------|--------------|
| Disbursements | | \$ - | | | \$ - |
| | \$ 66,084.00 | | | | \$ 66,084.00 |
| | \$ - | | \$ - | \$ - | \$ - |
| | \$ - | | | | \$ - |
| Total Disbursements from Checkin | \$66,084.00 | \$0.00 | \$0.00 | \$0.00 | \$66,084.00 |

| Check No and Date | Payee | Invoice No | GL Account Title | GL Acct | Amount | Total | Manual |
|-------------------|---------------------------|--------------|-------------------|----------|-----------|-----------|--------|
| 2757 | | | | | | | |
| 03/17/2020 | Bobcat of the Rockies | 31209D031435 | Vehicle/Equipment | 1-669-00 | 54,834.00 | 54,834.00 | |
| Total 2757: | | | | | | 54,834.00 | |
| 2758 | | | | | | | |
| 03/17/2020 | Tri Corners Trailer Sales | 1874 | Vehicle/Equipment | 1-669-00 | 11,250.00 | 11,250.00 | |
| Total 2758: | | | | | | 11,250.00 | |
| Grand Totals: | | | | | | 66,084.00 | |

Beebe Draw Authority
April-20

| | General | Debt | Capital | Amenities | Totals |
|----------------------------------|--------------|--------|-----------|-----------|--------------|
| Disbursements | \$ 27,780.35 | \$ - | \$ 400.00 | | \$ 28,180.35 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| Total Disbursements from Checkin | \$27,780.35 | \$0.00 | \$400.00 | \$0.00 | \$28,180.35 |

Beebe Draw Authority
Apr-20

| Vendor | Invoice # | Date | Due Date | Amount | Expense Account | Account Number |
|---|----------------|-----------|-----------|-------------|----------------------------|----------------|
| Atmos Energy | 3046107398 1/5 | 4/7/2020 | 4/14/2020 | \$ 356.53 | Utilities | 1-719-00 |
| B&C Refuse | E3661 | 4/1/2020 | 4/14/2020 | \$ 62.00 | Community Center/Gatehouse | 1-711-00 |
| Central Weld County Water District | 6003 | 3/26/2020 | 4/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6053 | 3/26/2020 | 4/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6060 | 3/26/2020 | 4/14/2020 | \$ 4.09 | Utilities | 1-719-00 |
| Central Weld County Water District | 6004 | 3/26/2020 | 4/14/2020 | \$ - | Utilities | 1-719-00 |
| Central Weld County Water District | 6075 | 3/26/2020 | 4/14/2020 | \$ 20.90 | Utilities | 1-719-00 |
| Centurylink | 186B 3/20 | 3/4/2020 | 4/14/2020 | \$ 356.00 | Telephone | 1-719-00 |
| Colorado RE, LLC | BDFA-42 | 4/1/2020 | 4/14/2020 | \$ 175.00 | Engineering/Planning | 3-770-00 |
| Colorado RE, LLC | BDFA-41 | 3/1/2020 | 4/14/2020 | \$ 225.00 | Engineering/Planning | 3-770-00 |
| FirstBank | Mar-20 | 3/27/2020 | 4/14/2020 | \$ 3,951.59 | Landscape Maintenance | 1-748-00 |
| FirstBank | Mar-20 | 3/27/2020 | 4/14/2020 | \$ 1,331.33 | Miscellaneous | 1-648-00 |
| FirstBank | Mar-20 | 3/27/2020 | 4/14/2020 | \$ 117.02 | Telephone | 1-719-00 |
| FirstBank | Mar-20 | 3/27/2020 | 4/14/2020 | \$ 2,196.16 | Community Center/Gatehouse | 1-711-00 |
| Icenogle Seaver Pogue | 17896 | 3/31/2020 | 4/14/2020 | \$ 5,067.25 | Legal Services | 1-675-00 |
| Icenogle Seaver Pogue | 17775 | 2/29/2020 | 4/14/2020 | \$ 2,970.75 | Legal Services | 1-675-00 |
| Icenogle Seaver Pogue | 17656 | 1/31/2020 | 4/14/2020 | \$ 2,492.00 | Legal Services | 1-675-00 |
| Rise Broadband | 187 1/5 | 4/14/2020 | 4/14/2020 | \$ 125.49 | Community Center/Gatehouse | 1-711-00 |
| Simmons & Wheeler, P.C. | 25996 | 2/29/2020 | 4/14/2020 | \$ 2,376.65 | Accounting | 1-614-00 |
| Special District Management Services, Inc | 3/31/2020 | 3/31/2020 | 4/14/2020 | \$ 2,554.00 | Management | 1-680-00 |
| Special District Management Services, Inc | 3/31/2020 | 3/31/2020 | 4/14/2020 | \$ 2,520.00 | Accounting | 1-614-00 |
| Special District Management Services, Inc | 3/31/2020 | 3/31/2020 | 4/14/2020 | \$ 231.89 | Miscellaneous | 1-648-00 |
| Talk Shop, Inc. | 21876 | 3/24/2020 | 4/14/2020 | \$ 220.00 | Discretionary Funds | 1-691-00 |
| UNCC | 220030088 | 3/31/2020 | 4/14/2020 | \$ 1.49 | Other Repairs/Maintenance | 1-660-00 |
| United Power | 2600 3/16-4/1 | 4/3/2020 | 4/14/2020 | \$ 44.76 | Utilities | 1-719-00 |
| United Power | 2600 2/12-3/16 | 2/12/2020 | 4/14/2020 | \$ 23.07 | Utilities | 1-719-00 |
| United Site Services | 114-9983306 | 3/5/2020 | 4/14/2020 | \$ 40.22 | Other Repairs/Maintenance | 1-660-00 |
| Xcel Energy | 678737858 | 3/30/2020 | 4/14/2020 | \$ 143.69 | Utilities | 1-719-00 |
| Xcel Energy | 678584154 1 | 3/27/2020 | 4/14/2020 | \$ 137.39 | Utilities | 1-719-00 |
| Xcel Energy | 678553328 | 3/27/2020 | 4/14/2020 | \$ 83.86 | Utilities | 1-719-00 |
| Xcel Energy | 679037997 | 4/1/2020 | 4/14/2020 | \$ 352.22 | Utilities | 1-719-00 |

\$ 28,180.35

RESOLUTION NO. 2020-03-02

**RESOLUTION OF THE BOARD OF DIRECTORS
OF BEEBE DRAW FARMS AUTHORITY**

A RESOLUTION ADOPTING A VIDEO SECURITY POLICY

WHEREAS, Beebe Draw Farms Authority (the “Authority”) is an authority, separate legal entity, and political subdivision of the State of Colorado duly created pursuant to Section 29-1-203, C.R.S.; and

WHEREAS, pursuant to the Authority Establishment Agreement dated April 12, 2011, the Authority’s Board of Directors (the “Board”) may establish such rules, regulations, procedures and policies as necessary for administration of the Authority; and

WHEREAS, the Authority uses video security cameras for public safety, security, and crime prevention; and

WHEREAS, the Board has determined that it is in the best interest of the Authority to adopt the video security policy as attached hereto as Exhibit A and incorporated herein by reference (the “Video Security Policy”) to set forth the Authority’s policies for the placement, use, and retention of video security in the Beebe Draw Farms Community.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS
AUTHORITY HEREBY RESOLVES THAT:**

1. The Board hereby approves and adopts the Video Security Policy attached hereto as Exhibit A for the purpose of setting forth the Authority’s policies for the placement, use, and retention of video security in the Beebe Draw Farms Community, which Video Security Policy may be further amended from time to time in the sole discretion of the Board.

2. This Resolution shall take effect on the date and at the time of its adoption.

(Signatures Appear on Following Page.)

ADOPTED AND APPROVED THIS 11th day of MARCH, 2020.

BEEBE DRAW FARMS AUTHORITY

By: Paul “Joe” Knopinski

Its: President

ATTEST:

EXHIBIT A
VIDEO SECURITY POLICY

Video Security Policy

Beebe Draw Farms Authority

Adopted: March 11, 2020

Effective Date: March 11, 2020

Overview: Beebe Draw Farms Authority (the “Authority”) uses video security cameras for public safety, security, and crime prevention. With this policy, the Authority desires to establish procedures for the placement, use and retention of video security in the Beebe Draw Farms Community (the “Community”).

1. Scope

- 1.1** This policy applies to video security cameras maintained by the Authority within its boundaries, including recorded video content therefrom (referred to herein as the “Security System”).
- 1.2** The Security System is intended to provide for deterrence and detection of illegal and illicit activity. Video security is intended to capture and store content for a finite period of time to allow for after-the-fact investigation and identification of individuals in the event of legal and policy violations.

2. Policy

2.1 Placement

- 2.1.1** Video security cameras may be installed in indoor or outdoor locations to enhance the security of persons and/or property. Installation will be based upon a need to mitigate an identified risk or vulnerability.
- 2.1.2** Video security cameras will not be installed in non-public areas or in areas where persons have a reasonable expectation of privacy, such as restrooms. Video security cameras will not be installed so as to be hidden from view.
- 2.1.3** The Authority will install and maintain signage at the public entrances to the Community notifying the public that video security cameras are present in the Community. The Authority may install and maintain signage at other locations in the Community, in its discretion, including, but not limited to, the areas or rooms where video security cameras are installed. In addition, the Authority may notify Community residents of the presence of video security cameras annually or at more frequent intervals, in its discretion.

2.2 Monitoring, Access, and Use

- 2.2.1 The Authority Board of Directors will oversee the use of the Security System.
- 2.2.2 Recorded content will not be monitored continuously or routinely checked. Recorded content will be reviewed only when there is a legitimate security or investigative basis to do so.
- 2.2.3 The Authority Board of Directors and the Authority Manager will have sole authority to identify recorded content for review and to review or direct in writing the review of the same.
- 2.2.4 The Authority Board of Directors may authorize Weld County or other law enforcement having jurisdiction to review recorded content in the course of an investigation. All other persons must be expressly authorized to review recorded content by the Authority Board of Directors or Authority Manager.
- 2.2.5 In each case where recorded content is accessed, the individual accessing the recorded content shall keep an appropriately detailed record including name, access date, time, purpose, data searched, relevant data found, and any further use or distribution of the data or relevant information. Law enforcement personnel as authorized by the Authority Board of Directors are excepted from this requirement but shall adhere to all other applicable laws, rules, and regulations pertaining to their review of the same.
- 2.2.6 Recorded content and access thereto shall be subject to the provisions of Section 24-72-113, C.R.S., as applicable.
- 2.2.7 All information obtained and/or observations made via the use of the Security System are considered confidential. It is prohibited to access, use or disseminate information acquired from the Security System, except as permitted by this Policy or as otherwise may be required by law.
- 2.2.8 Requests for video security records for non-law enforcement purposes will be decided by the Authority Board of Directors in consultation with and upon advice from legal counsel prior to the release of records. Records will be released only as authorized by the Authority's legal counsel and as may be required by law.

2.3 Retention

- 2.3.1 Recorded content will be stored in a secure location and may be stored off-site.

- 2.3.2 Video security is intended to capture and store video content for a finite period of time. Recorded content will be stored for a period not exceeding twenty-one (21) days and will systematically be erased or recorded over thereafter, unless a legitimate security or investigative purposes exists to retain the recorded content for a longer duration. In that instance, the relevant recorded content will be retained for the duration of the investigation or such longer time as may be required for law enforcement purposes, subject to all applicable legal requirements.

3. Policy Review and Amendment

- 3.1 The Authority Board of Directors will review this Policy periodically to assess and evaluate the use, efficacy, and value of the Security System.
- 3.2 This Policy may be amended from time to time by the Authority Board of Directors.

**BEEBE DRAW FARMS AUTHORITY
BRIDGE DESIGN, FABRICATION AND DELIVERY CONTRACT**

This CONTRACT (the "Contract") for bridge design, fabrication and delivery is entered into effective as of this 21st day of January, 2020 (the "Effective Date") 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 CONTECH ENGINEERED SOLUTIONS LLC, an Ohio limited liability company (the "Contractor").

WHEREAS, the Authority has determined that it requires bridge design, fabrication and delivery services and that contracting with the Contractor to provide these services represents a timely and cost-effective option therefor; and

WHEREAS, the Authority by separate contract has contracted with the Contractor to provide structural engineering design services necessary to perform the Work (as defined herein); and

WHEREAS, the Authority desires to engage the Contractor to perform the Work in accordance with the final structural engineering designs, as approved by the Authority; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall perform the Work for the Authority.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

TERMS

1. CONTRACT DOCUMENTS. This Contract shall incorporate and include all of the following documents (if and as indicated), with such documents to be referred to herein as the "Contract Documents." The Contract Documents are incorporated herein by this reference as if they are fully set forth in this Contract. In the event of a conflict between or among Contract Documents or between the Contract Documents and this Contract, the documents shall prevail in the order of their listing, in all such instances of a conflict, the terms of this Contract shall prevail over any other Contract Document.

A. Contract signed by the Authority and the Contractor and any change orders issued by the Authority, and the attachments and exhibits listed below and incorporated herein by reference:

| | | | | | | |
|----|-----------|--------------------------------|-----|-------------------------------------|----|--------------------------|
| 1. | Exhibit A | Scope of Work Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 2. | Exhibit B | Insurance Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| 3. | Exhibit C | Change Order Form Included: | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

B. Any other specifications which are referenced in the Contract Documents above.

2. **SCOPE OF WORK.** The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, goods, administrative support, supplies, and equipment necessary for completing the "Scope of Work" as described in **Exhibit A** attached hereto in accordance with the Contract Documents (collectively, the "Work"). The parties specifically agree that the Work shall be performed in accordance with the structural engineering designs prepared by the Contractor and finally approved by the Authority. Exhibit A may include benchmarks or milestones for completion of the Work and a schedule for meetings and/or review of Work performed, as applicable.

3. **COMPENSATION.** The Authority shall compensate the Contractor for the Work, subject to Authority annual appropriations and in accordance with and subject to all of the conditions in the Contract Documents for the not to exceed amount of Seventy-Five Thousand Six Hundred Eighty Dollars (\$75,680.00), based upon the prices set forth in Exhibit A (the "Compensation"). The Compensation includes all of the Contractor's profit, costs (direct and indirect), overhead, and reimbursable expenses which the Contractor may incur in performing the Work. The Contractor is not entitled to any compensation, beyond the Compensation, for performing the Work.

A. **Progress Payments.** The Contractor shall submit invoices to the Authority for progress payments for portions of the Work satisfactorily performed during the term of the Contract. The Authority's approval of invoices shall be a condition of payment. The Authority shall pay approved invoices, or parts thereof, within thirty (30) days after submittal. All invoices shall be addressed to the Authority as follows: Beebe Draw Farms Authority; c/o Special District Management Services, Inc.; 141 Union Blvd., Ste 150; Lakewood, CO 80228; Attn: Lisa A. Johnson

B. **Requirements for Payment.** The Contractor's invoices shall be in a format acceptable to the Authority and sufficient to substantiate all items for a proper audit and post audit thereof.

C. **Unsatisfactory Invoices or Work.** The Authority may return to the Contractor for revision unsatisfactory invoices and may withhold payment thereof. The Authority may withhold payment for Work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of the Contract.

D. **Appropriations.** Further, in compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

1. The Authority has appropriated an amount of money equal to or in excess of the contract price, for the Work to be performed under this Contract.

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 Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the Authority that lawful appropriations to cover the costs of the additional

work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract. "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 not-for-cause 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.

4. **TERM OF CONTRACT/START AND COMPLETION OF WORK.** The Contractor shall commence the Work when the Authority gives the Contractor notice to proceed following approval of the Contractor's final structural engineering designs for performance and completion of the Work. The Contractor shall complete all Work (including delivery) in accordance with the schedule determined by the parties as detailed in Exhibit A (the "Completion Date"). The term of this Contract shall commence on the Effective Date and shall terminate on either the Completion Date or the date when the Work has been completely performed to the Authority's satisfaction, whichever first occurs. Additionally, this Contract may be terminated by mutual written agreement of the parties or by the exercise of the termination provisions specified in Section 8.

5. **CONTRACTOR'S REPRESENTATIONS.** In order to induce the Authority to enter into this Contract, the Contractor hereby makes the following representations and warranties to the Authority:

A. **Inspections/Work.** The Contractor has familiarized itself with the nature and extent of the Contract Documents, the proposed Work, and the locality. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract, and is familiar with the requirements of the Work as they relate to the locality and accepts them for such performance.

B. **Compliance with the Law.** The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court ruling and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract, and all such costs are included within the Compensation amount unless otherwise expressly stated in Exhibit A.

C. **Sufficiency of Contract Documents.** The Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work and the Contractor has provided the Authority with written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents.

D. Examinations/Investigations/Tests. The Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as it deems necessary for the performance of Work for the Compensation provided herein and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or data are or will be required by the Contractor for such purposes.

E. Correlated Results. The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents.

F. Standard of Care. The Contractor has the required authority, ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity to, and shall, perform the Work in a manner consistent with all provisions of this Contract. The Contractor shall perform the Work in accordance with the standards of care, skill, and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Further, all employees of the Contractor employed in performing any portion of the Work have the ability, experience, licenses (if any), certifications (if any), approvals (if any), permits (if any), insurance, skills, and capacity required to perform the Work assigned to them.

G. Performance During Term. The Contractor will begin providing the Work when the Authority gives the Contractor notice to proceed and will thereafter continually and diligently perform the Work throughout the term of this Contract.

H. Personnel. The Contractor represents that all of its personnel who will perform any Work under this Contract have received the information, instruction and training required to provide such Work, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Work required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

I. Compensation. The Contractor shall perform and complete the Work for the Compensation as provided in Section 3 of this Contract.

J. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

K. Enforcement. This Contract constitutes the legal, valid, and binding obligation of the Contractor and is enforceable in accordance with its terms.

L. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business, and in good standing in the State of Colorado.

6. INDEMNIFICATION. Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the Authority and each of its directors, and employees, 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, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Work hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the Authority or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the Authority, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the Authority under this Section shall survive termination or expiration of this Contract.

The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the Authority against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the Authority hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state or a federal level.

Insurance coverage requirements specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

7. WARRANTIES FOR THE WORK.

A. The Contractor's warranties in respect of the Work are as follows: the Contractor warrants to the Authority that the Work shall be fit for its intended purposes known to Contractor at the time of execution of this Agreement; that materials and equipment furnished under this Contract shall be of good quality and new and that all Work shall be free from design, material, and workmanship defects; and that all Work shall meet all of the requirements of this Contract (the "Warranties"). The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Warranties shall commence on the date of delivery of the Work. Notwithstanding the foregoing provisions of this Section, if this Contract is terminated prior to completion of the Work, the Warranties in respect of all Work performed under this Contract

by the Contractor prior to such termination shall be deemed to commence on the date immediately preceding the effective date of such termination.

C. If at any time within ten (10) years after the date on which the Warranties commenced (the "Warranty Period"), any portion of the Work is found to be not in accordance with the Warranties, the Contractor shall correct it, or direct its subcontractor to correct it, in the manner and time-frame provided in the written notice from the Authority to do so.

D. Any Work not conforming to the Warranties, including substitutions not properly approved and authorized, shall be considered defective and may be rejected by the Authority.

E. The Contractor shall promptly correct any Work rejected by the Authority for failing to conform to the Warranties. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Authority's expenses made necessary thereby. If the Contractor fails to take action to correct rejected Work, fails to use diligence in completing such corrections, or if the Contractor has attempted to correct the rejected Work but been unable to do so, the Authority may, in addition to any other rights and remedies available at law or in equity, elect to retain a third party to remedy the nonconformance at the Contractor's expense or remedy the nonconformance with the Authority's personnel at Contractor's expense.

F. The Contractor shall obtain from all subcontractors or vendors and cause to be extended to the Authority prudent representations, warranties, guarantees, and obligations with respect to design, materials, workmanship, equipment, tools, and supplies furnished by such subcontractors or vendors. All representations, warranties, guarantees, and obligations of subcontractors or vendors shall be written so as to: (i) survive all the Authority and the Contractor inspections, tests, and approvals; and (ii) run directly to and be enforceable by the Authority, its successors, and assigns. The Contractor shall deliver to the Authority duly executed copies of all agreements containing such representations, warranties, guarantees, and obligations immediately upon their execution. The Contractor shall assign to the Authority, at no additional cost, all of the Contractor's rights and interest in all extended warranties which were received by the Contractor which exceed the applicable Warranties. Such subcontractor/vendor warranties shall not in any way derogate the Contractor's own representations and warranties (including the Warranties) or the Contractor's other obligations with respect to all of the Work.

G. Upon receipt from the Authority of a notice of failure of any of the Work to satisfy any subcontractor or vendor warranty during the Warranty Period, the Contractor shall be responsible for enforcing or performing any such subcontractor or vendor warranty. During the Warranty Period, the cost of any equipment, material, labor, or shipping shall be for the account of the Contractor if such cost is covered by such a Warranty and the Contractor shall be required to replace or repair nonconforming Work, equipment, material, or workmanship furnished by subcontractors or vendors.

H. Commencing on the expiration of the Warranty Period, the Authority may enforce subcontractor or vendor warranties, but the Contractor shall provide reasonable assistance to the Authority in enforcing such representations, warranties, and guarantees, when and as reasonably requested by the Authority.

8. TERMINATION.

A. Types of Termination.

1. *Events of Default and Termination for Cause.* The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Work under this Contract, or significant delay or discontinuance of performance of the Work.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the Authority or its property.
- d. Dishonesty, embezzlement, or false reporting of any material financial information, including, but not limited to, invoices.
- e. Insolvency, bankruptcy, or commission of any act of bankruptcy or insolvency; or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by Section 13.
- g. Termination of any subcontract for any substantial Work without the prior written consent of the Authority.

In addition to any other rights provided herein, upon an Event of Default, the Authority shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

2. *Termination Not for Cause.* In addition to any other rights provided herein, the Authority shall have the right in its sole discretion to terminate, upon thirty (30) days’ advance notice, not for cause, this Contract and further performance of the Work, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

B. Any Other Remedies Allowed by Law. The Authority shall be entitled to any other remedies allowed by law in addition to the remedies provided in the Contract Documents, including this Section.

C. Payment and Liabilities Upon Termination.

1. *Termination for Cause.* If an Event of Default has occurred, the Contractor shall be liable to the Authority for any actual damages for losses, including,

but not limited to, any and all costs and expenses reasonably incurred by the Authority or any party acting on the Authority's behalf in completing the Work or having the Work completed (excluding changes in the Work by the Authority following such Event of Default). The Authority shall determine the total cost of the Work satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the Authority, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Work, and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The Authority shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the Authority or the amount the Authority owes the Contractor.

2. *Termination Not for Cause.* After termination not for cause, the Contractor shall submit a final termination settlement invoice to the Authority in a form and with a certification prescribed by the Authority. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Authority upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the Authority's payment obligations under this Contract shall be deemed satisfied and no further payment by the Authority to the Contractor shall be made.

D. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or not for cause, and unless otherwise directed by the Authority, the Contractor shall immediately proceed as follows:

1. Stop work on the Work as specified in the notice of termination.
2. Take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the Work and property related to this Contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.
3. Transfer title and deliver to the Authority, as specified in the termination notice, such items which, if the Work had been completed, would have been furnished to the Authority.
4. Settle all outstanding liabilities and all claims arising out of commitments for procurement of materials, supplies, equipment, and the like for the Work and commitments to subcontractors and vendors.
5. Make any and all cost records available to the Authority at its request.

Termination of the Contract or any portion thereof shall not relieve the Contractor of its responsibilities under the Contract for the portion of the Work completed, nor shall it relieve the surety on the Payment, Performance, and/or Warranty Bond(s), if any, of its obligation for and concerning any claims arising out of the Work performed.

9. OWNERSHIP OF MATERIALS AND RISK OF LOSS. The Authority shall be deemed the owner of all materials brought onto the site of the Work, delivered to the delivery point identified in Exhibit A, and/or otherwise incorporated into the Work at such time as the Authority has paid for those materials, and shall be deemed the owner of all materials paid for by the Authority regardless of whether those materials were brought onto the site of the Work, delivered to said delivery point, and/or otherwise incorporated into the Work, unless the Authority rejects such materials in writing. Until final acceptance, the risk of loss or damage to the Work shall reside with the Contractor.

10. WORK PRODUCT. All work product of the Contractor prepared pursuant to this Contract, including, but not limited to, all software, research, studies, data, photographs, negatives, models, maps, plans, drawings, surveys, materials, specifications, reports, electronic files, and other finished or unfinished documents, in whatever form, shall remain the property of the Authority under all circumstances, whether or not the Work is completed. When requested, all work product shall be delivered to the Authority in a format compatible to the Authority's computer applications. All work product shall be provided to the Authority at the time of completion of any of the discrete tasks specified in the Work or at the time of termination of this Contract, whichever event first occurs, and shall be provided to the Authority's successor, or to any subsequent owners of the Work, only with the Authority's express permission. The Contractor shall maintain copies on file of any such work product involved in the Work for five (5) years, shall make them available for the Authority's use, and shall provide such copies to the Authority, upon request, at commercial printing or reproduction rates. At any time within the five (5) years during which the Contractor must retain copies of all work product involved in the Work, the Authority may obtain copies of the Contractor's work product by paying printing or reproduction costs as set forth above.

11. ACCESS TO RECORDS. The Contractor (and any subcontractor) shall make, keep, maintain, and permit the Authority and its designated representatives, during normal business hours, to access a complete file of all books, records, documents, communications, notes accounts, and other material pertaining to the Work for the purpose of investigation, audit, and copying to ascertain compliance with, or to detect violation of, any applicable federal, state, or local law or regulation or with the terms of the Contract, or to evaluate performance under the Contract. All records or information obtained in this manner shall be used only for the purpose described herein, except as otherwise authorized by law. If requested by the Authority, the Contractor shall provide, at no additional cost to the Authority, a complete statement of the origin, composition, and manufacture of materials used in the completion of the Work, together with samples for testing for conformance with the Contract Documents.

12. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.

A. Application of the Act. The Contractor acknowledges and agrees that all documents in the Authority's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the Authority shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

B. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the Authority to be confidential, proprietary, or otherwise protected from

disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the Authority together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the Authority; however, the Authority will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the Authority, the Authority's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

13. ASSIGNMENT. Neither the Authority nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

14. CONSTRUCTION DEFECT. The Contractor specifically waives all provisions of part 8 of article 20 of title 13, Colorado Revised Statutes, regarding construction defects in the Work. The rights and remedies of the Authority provided in this Contract are in addition to and not limited by any rights or remedies afforded by law.

15. [RESERVED]

16. SUBCONTRACTORS. To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Work performed under this Contract then: (a) the Contractor shall remain responsible for the services, tasks, functions, and responsibilities performed by such subcontractors to the same extent as if such services, tasks, functions, and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Work shall be deemed Work performed by the Contractor; (b) the Contractor shall maintain a current and accurate list of all subcontractors and shall provide such list to the Authority upon the Authority's request; (c) the Contractor shall cause such subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions, and responsibilities performed by such subcontractors that are applicable to the Contractor under this Contract; and (d) the Contractor shall obtain from each subcontractor such evidence, information, and documentation as is reasonably necessary to demonstrate and confirm the subcontractor's compliance with this Contract, and shall provide such evidence, information, and documentation to the Authority upon request.

17. [RESERVED]

18. CHANGE ORDERS.

A. Change Orders. "Change Order" means a written order to the Contractor signed by the Authority and the Contractor authorizing an addition, deletion, or revision in the Work, or an adjustment in the Completion Date or the Compensation issued after the Effective Date of the Contract in a form substantially similar to the Change Order Form attached hereto as **Exhibit C**.

B. Completion Date Changed Only by Change Order. The Completion Date may

only be changed by Change Order. Where, due to delays beyond the control of the Contractor which cause unavoidable delay to the Contractor's prosecution of the Work, the Contractor is prevented from completing the Work by the Completion Date, the Contractor may request an extension of time equal to the time unavoidably lost by providing a written request to the Authority within five (5) days of the occurrence of a Qualified Unavoidable Delay (defined below). The only unavoidable delays for which the Authority may approve a change in the Completion Date shall be those caused by natural conditions such as fires, floods, epidemics, acts of God, or abnormally inclement weather (the "Qualified Unavoidable Delays"). Any Qualified Unavoidable Delays request for an extension of the Completion Date may be granted or denied in the sole discretion of the Authority.

C. Compensation Changed Only by Change Order. The Compensation constitutes the total compensation payable to the Contractor for performing the Work. The Compensation may only be changed by a Change Order signed by the Authority and the Contractor. The Authority may request changes to the scope of the Contract for additional Work or a reduction in the Work by submitting to the Contractor a "Request for Proposal" outlining the scope of the Work contemplated for the changes. The Contractor shall submit within ten (10) days (or within such shorter period of time as may be reasonably designated by the Authority), and at no cost to the Authority, a complete cost and fee and time extension analysis for the requested change. The value of any Work covered by a Change Order shall be determined by the Authority and the Contractor using either (1) a unit price basis, or (2) by a mutually accepted lump sum.

19. MISCELLANEOUS PROVISIONS.

A. Independent Contractor. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the Authority. The Authority is concerned only with the results to be obtained. AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.

B. Time is of the Essence. The performance of the Work of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

C. Notices. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the U.S. mail, first-class postage prepaid addressed to:

The Authority:

Beebe Draw Farms Authority
c/o Special District Management
Services, Inc.
141 Union Blvd., Ste. 150
Lakewood, CO 80228
Attn: Lisa A. Johnson
Email: ljohnson@sdmsi.com

The Contractor:

Contech Engineered Solutions LLC
19060 County Road 66
Greeley, CO 80631
Attn: Pete Niemann
Email: pniemann@bigrbridge.com

With a copy to:

Icenogle Seaver Pogue, P.C.
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn.: Alan D. Pogue
Email: APogue@ISP-law.com

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

D. Choice of Law. The parties hereto agree that this Contract, all Contract Documents, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Colorado.

E. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract and all contemplated transactions, in any forum other than the state courts of the State of Colorado.

F. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

G. Governmental Immunity. Nothing in this Contract or in any actions taken by the Authority pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, Colorado Revised Statutes.

H. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the provisions of this Contract that require continued performance, compliance, or effect after the termination hereof shall survive such termination and shall be enforceable by the Authority if the Contractor fails to perform or comply as required.

I. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

J. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

K. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

L. Headings. The headings and captions in this Contract are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

M. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

N. Contract Modification. The Contract Documents may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Contract.

AUTHORITY:

BEEBE DRAW FARMS AUTHORITY

By: _____
Its: _____

ATTEST:

CONTRACTOR:

CONTECH ENGINEERED SOLUTIONS LLC, an
Ohio limited liability company

By: Brent E. Flom
Its: Area Director

ATTEST:

Kimi Flom

Exhibit A

SCOPE OF WORK

The Work shall be performed in accordance with the structural engineering designs prepared by the Contractor and approved by the Authority pursuant to separate agreement dated October 28, 2019.

| Item | Description | Qty | Total Price |
|------|--|-------|--------------------|
| 1 | <p>Prefabricated modular steel vehicle bridge with features as described below:</p> <p>Bridge Model: Modular Vehicle Beam Bridge Length: 75.00 ft. (out to out dimension) Width: 14.00 ft. (clear between rails) Design Code: AASHTO LRFD Bridge Design Specifications Design Vehicle: HL-93 Deflection: L/500 Number of Pieces: 2 (field bolting by others) Finish: A588 (Weathering) SP-1 Wipe Clean Typical Bridge Decking: 4 1/4 Big R Steel Deck x 7 gauge Wearing Surface: Concrete / Gravel by others Railing Type: TL-1 Design Rated (Thrie-Beam) Galvanized Railing Height: 2'-3" - Vehicle Only Foundation System: Cast in place concrete by Others Bearings: Big R Bridge Designed Bearings are included. Elastomeric Bearing Preliminary Superstructure Weight: 67,500 lbs.</p> | 1 ea. | \$ 74,420.00 |
| 2 | Sheet Pile Backwalls – 10 GA galvanized; 2 pcs at 19' & 2 pcs @ 24' each | ADD: | <u>\$ 1,260.00</u> |
| | | TOTAL | \$ 75,680.00 |

To ensure quality standards are followed, Big R Bridge holds the following certifications:

In the United States we are certified under the AISC Quality Certification Program for Simple, Major and Advanced (ABR) Steel Bridges with Fracture Critical and Sophisticated Paint endorsements. Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Colorado.

Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment on approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.

The following items are not included:

- third party inspections at any time during the project duration,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of wearing surface material,
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax.
- approach rail, transitions or terminal ends,
- expansion/sealed or compression joints,
- UT or RT testing,
- bridge grade or skewed ends,
- load rating calculations.

Delivery Point, Unloading & Assembly: Prices include delivery to *La Salle, Colorado* via standard highway tractor-trailer and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at the Authority's option (subject to payment of a storage fee), to storage with the same access conditions. It is the Authority's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. The Authority shall be responsible to provide suitable facilities for storage and unloading.

Delivery Dates: The Authority and the Contractor will agree in writing upon a delivery date(s) ("Delivery Date(s)"). As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1st of the month immediately following the Delivery Date(s).

Assembly & Installation: Assembly shall be completed per the Contractor's engineered drawings and installation instructions as provided. If any questions arise during installation or assembly of the Contractor's products, it is the Authority's responsibility to contact the Contractor for assistance.

Exhibit B

INSURANCE

The Contractor shall obtain insurance for the Contract as provided herein:

A. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the Authority, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in Section B of this Exhibit B. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the Authority. The Authority and its respective directors, officers, employees, and agents shall be named as an additional insured as provided in Section C of this Exhibit B. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the Authority sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit B. In addition, Contractor shall immediately upon receipt provide the Authority a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Exhibit B.

B. Minimum Insurance Coverages:

1. Workers Compensation Insurance. Workers' compensation insurance with coverage in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) Disease each employee.

2. Commercial General Liability Insurance. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate; and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO Form GL-001 (4/2103 edition or equivalent), shall include all major divisions of coverage and shall be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Endorsement CG 20 37 (4/2013 edition or equivalent) - Products and ongoing and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (construction only);
- h. Contractors' limited pollution coverage (construction only); and
- i. Endorsement CG 2-503 (dated as of 5/2009) or equivalent; general aggregate applies on a per project basis (construction only).

3. Commercial Automobile Liability Insurance. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned, and employee non-owned vehicles used at the project site, including employee vehicles.

4. Builder's Risk Insurance. A blanket builder's risk insurance policy on an "all risk" basis (Special Covered Cause of Loss Form) for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse, false work, including increased cost of construction, architects fees and expenses, soft costs and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the Authority, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Work. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

5. Professional Liability. Professional liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) 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 Work.

6. Excess Liability Coverage. Excess liability insurance with coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Separate aggregates need to be structured as found in the underlying coverages.

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

C. Additional Insured Parties. The Authority and its respective directors, officers, employees, and agents shall be named as additional insureds by Endorsement ISO CG 20 10 (4/2013 edition or equivalent) on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

D. Certificates of Insurance. Prior to commencing any work under the Contract, the Contractor shall provide the Authority with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement and all other required endorsements. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

E. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

1. The Contractor's insurance coverage shall be primary insurance with respect to the Authority and its directors, officers, employees and agents. Any insurance maintained by the Authority or its directors, officers, employees and agents shall be in excess of the Contractor's insurance and shall not contribute to it.

2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

3. No special exclusions that specifically name certain work activities, products or services the Contractor is responsible for performing under the Contract may be included as not being insured under the policy.

F. Failure to Comply with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the Authority and its directors, officers, employees and agents.

G. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

H. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The insurance obligations set forth in this Exhibit are minimum coverage and limit requirements only. To the extent the Contractor maintains coverage and/or limits greater than these minimum requirements, such greater insurance coverage shall be applicable to the Work and to any applicable liabilities and obligations of the Contractor under this Contract. By specifying minimum insurance requirements, the Authority does not assert or recommend such insurance as being adequate for the Work performed under this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

I. Additional Risks and Hazards. If the Authority requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the Authority, and the cost thereof shall be charged to the Authority.

J. Subcontractors. If the Contractor subcontracts any portion(s) of the Work, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Exhibit. The Contractor shall require each subcontractor to provide to the Contractor

insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Exhibit. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon Authority request, submit them to the Authority for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

K. No Authority Duty to Verify or Review. Nothing in the Contract or this Exhibit shall impose upon the Authority any duty or obligation to verify the existence or adequacy of the insurance coverages maintained by the Contractor and the Authority shall not be responsible for any representations or warranties made by or on behalf of the Contractor to any insurance company or insurance underwriter.

(Remainder of Page Intentionally Left Blank.)

Exhibit C

CHANGE ORDER FORM

CHANGE ORDER

BEEBE DRAW FARMS AUTHORITY

**BRIDGE DESIGN, FABRICATION AND DELIVERY CONTRACT
CHANGE ORDER**

This Change Order authorizes the Contractor to initiate the Work described herein pursuant to the above-named Contract.

The Contractor is hereby authorized to undertake the following Work and production of the following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Change Order Start Date: _____
Change Order Completion Date: _____
Method of Compensation: _____
Change Order Price: _____

By the signature of their authorized representatives below, the Authority and the Contractor agree to the terms and conditions of this Change Order.

AUTHORITY:
BEEBE DRAW FARMS AUTHORITY

By: _____
Its: _____

CONTRACTOR:
CONTECH ENGINEERED SOLUTIONS
LLC, an Ohio limited liability

By: _____
Its: _____