

BEEBE DRAW FARMS AUTHORITY

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at
<https://beebedrawfarmsauthority.colorado.gov>

NOTICE OF REGULAR MEETING AND AGENDA

DATE: February 12, 2025

TIME: 6:00 p.m.

LOCATION: 16494 Beebe Draw Farms Parkway
Platteville, CO 80651
Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzA2ZWE3NDUtNDU2Yy00NzEzLWJkYTMtZTZkMTNmZTNjOGQ1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d

To attend via telephone, dial 720-547-5281 and enter Conference ID: 754 594 895#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Bill Caldwell	President	May, 2025
Diane Mead	Vice-President	May, 2025
Scott Edgar	Secretary	May, 2026
Cindy Billinger	Treasurer	May, 2026

I. ADMINISTRATIVE MATTERS

- A. Confirm quorum, location of meeting and posting of meeting notices.
- B. Call to order and approval of agenda.
- C. Present disclosures of potential conflicts of interest.
- D. FIRST DISCUSSION
 - 1. Review January 8, 2025, Regular Meeting Minutes (enclosure).
 - 2. Update on status of Community Administrative Assistant Job Description and timeline for soliciting interested candidates.
- E. SECOND DISCUSSION
 - 1. Consider approval of December 11, 2024, Special Meeting Minutes (enclosure).

II. CONSENT AGENDA

- A. Ratify the approval of the payment of claims (to be distributed).

III. PUBLIC COMMENT**IV. FINANCIAL MATTERS****A. FIRST DISCUSSION**

- 1. Review payment of claims (to be distributed).
- 2. Review December 31, 2024 Unaudited Financial Statements and Schedule of Cash Position (to be distributed).

B. SECOND DISCUSSION

- 1. Discussion and possible action on creating a Finance Committee.

V. OPERATIONS & MAINTENANCE**A. FIRST DISCUSSION**

- 1.

B. SECOND DISCUSSION

- 1. Community Logo Contest Discussion Possible Action.

VI. CAPITAL AMENITIES

- A. Update on Fiber Optics project/Enhanced Internet.

B. FIRST DISCUSSION

- 1.

C. SECOND DISCUSSION

- 1. Consider approval of Fossil Creek Builders proposal for multi-use path improvements spring work time extension (enclosure).
- 2. Review proposals and consider approval of a proposal to design ADA compliant ramp for playground (enclosure).

VII. INFRASTRUCTURE MATTERS**A. FIRST DISCUSSION**

- 1.

B. SECOND DISCUSSION

1. Consider approval of Service Agreement with A. G. Wassenaar, Inc. for geotechnical engineering services (enclosure).

VIII. LEGAL MATTERS

A. FIRST DISCUSSION

1. FRICO Mining Application.

B. SECOND DISCUSSION

- 1.

IX. MANAGER MATTERS

A. FIRST DISCUSSION

- 1.

B. SECOND DISCUSSION

- 1.

- X. **EXECUTIVE SESSION** - Pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice from general counsel concerning the FRICO mining application.

XI. OTHER BUSINESS

XII. ADJOURNMENT

The next regular meeting is scheduled for March 12, 2025 at 6:00 p.m. at the Facilities and Maintenance Building and via Microsoft Teams.

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY (THE “AUTHORITY”)
HELD
JANUARY 8, 2025

A regular meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the “Board”) was convened on January 8, 2025, at 6:00 p.m. This Authority Board meeting was held at 16494 Beebe Draw Farms Parkway, Platteville, CO 80651 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:
William (“Bill”) Caldwell, President
Diane Mead, Vice-President
Cindy Billinger, Treasurer
Scott Edgar, Secretary

Also, In Attendance Were:
Lisa Johnson and Shauna D’Amato, CliftonLarsonAllen LLP (“CLA”)
Kayla Enriquez, Icenogle Seaver Pogue, P.C. (“ISP”)
Gerry Tschirpke, Denise Carlton, Brenda Lewis, Bruce O’Donnell, Crystal Clark, MaryJo and Ed Farrell, Kim and John Coleman and other members of the public.

ADMINISTRATIVE MATTERS

Quorum, Location of Meeting Posting of Meeting Notice:

The presence of a quorum was confirmed. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the Authority’s boundaries have been received.

Call to Order and Agenda:

The meeting was called to order at 6:00 p.m. The Board reviewed the agenda for the meeting and requested the addition of Community Logo Contest Discussion to the agenda. Following discussion, upon motion duly made by Director Edgar, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as amended.

Disclosures of Potential Conflicts of Interest:

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The members of the Board were requested to 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 statute.

FIRST DISCUSSION:

December 11, 2024 Special Meeting Minutes:

Ms. Johnson presented the December 11, 2024, Special Meeting Minutes to the Board. No action was taken.

SECOND DISCUSSION:

November 13, 2024, Special Meeting Minutes:

Ms. Johnson reviewed the November 13, 2024, Special Meeting Minutes with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the November 13, 2024 Special Meeting Minutes.

CONSENT AGENDA

Payment of Claims in the amount of \$41,155.71:

Ms. Johnson reviewed the consent agenda with the Board. Following discussion, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board ratified the consent agenda, as presented.

PUBLIC COMMENT

None.

FINANCIAL MATTERS

FIRST DISCUSSION

Payment of Claims:

Ms. Johnson reviewed the payment of claims with the Board. Ms. Lewis and Ms. Clark will work to have the Property Owner Association claim of \$20.00 cancelled. Ms. Johnson confirmed CLA will not pay that invoice. No action was taken.

Finance Committee:

Ms. Johnson and Director Billinger discussed creating a Finance Committee, noting that any interested residents may volunteer for the committee. The goal is to have five committee members. Discussion ensued and the Board determined to further develop a plan before officially moving forward. Director Billinger and Ms. Johnson will create a plan and present to the Board at a later date.

SECOND DISCUSSION

None.

OPERATIONS & MAINTENANCE

FIRST DISCUSSION

Community Logo Contest Discussion:

Director Billinger and Ms. Clark noted they prepared a logo for the community and presented their idea for the community to create a logo in the form of a contest. Discussion ensued and the Board supported the proposal. Ms. Johnson will work with Ms. Clark and Director Billinger to create guidelines and officiate the community contest.

SECOND DISCUSSION

2025 Amenity Fees:

Ms. Johnson reviewed the amenities fees for 2025. Following discussion, upon a motion duly made by Director Mead, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the 2025 Amenity Fees. Ms. Enriquez noted that she will draft a resolution to adopt these fees for the Board to execute.

CAPITAL AMENITIES

Fiber Optics Project:

Mr. Farrell provided an update for the Board, noting that he is in conversation with the president of Hilltop and are working with the state of Colorado regarding the application for fiber optics grant funds.

Mr. Farrell provided an update on another option to enhance internet service in the community. He will gather more information regarding services, cost, infrastructure and references and provide an update at a future meeting.

FIRST DISCUSSION

Fossil Creek Builders Proposal for Multi-Use Path Improvements Spring Work Time Extension:

President Caldwell requested an update on how much has been paid year-to-date to Fossil Creek Builders. CLA will follow up. No action was taken.

Drexel, Barrell & Co. Change Order for Playground Ramp Design in an amount not to exceed \$1,700:

Ms. Johnson reviewed the change order with the Board. President Caldwell discussed the need for a ramp in order to make the playground ADA compliant. Discussion ensued. President Caldwell and Mr. O’Donnell will work on obtaining a second proposal and aim to have a third proposal.

SECOND DISUSSION

None.

INFRASTRUCTURE MATTERS

FIRST DISCUSSION

Service Agreement with A. G. Wassenaar, Inc. for Geotechnical Engineering Services:

Ms. Johnson and Mr. O’Donnell reviewed the agreement with the Board. Mr. O’Donnell will work with A. G. Wassenaar, Inc. to provide a scope of work. No action was taken.

SECOND DISUSSION

None.

LEGAL MATTERS

Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to Receive Legal Advice from General Legal Counsel:

An Executive Session was not needed.

FIRST DISCUSSION

None.

SECOND DISUSSION

None.

MANAGER MATTERS

FIRST DISCUSSION

None.

SECOND DISCUSSION

Website Compliance Coordinator to Obtain a Proposal for Remediation Services for Statutorily Required Documents and Board Member to Work with Staff on Proposal:

Ms. Johnson and Ms. D’Amato reviewed the recommendations for document remediation with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Edgar, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the proposal for remediation services in an amount not to exceed \$1,300.00. Ms. Johnson and Ms. D’Amato will review the documents list and determine which documents to remediate to comply with the amount approved by the Board above.

OTHER MATTERS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board adjourned the meeting at 7:18 p.m.

Respectfully submitted,

By _____

Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY (THE "AUTHORITY")
HELD
DECEMBER 11, 2024

A regular meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the "Board") was convened on December 11, 2024, at 6:00 p.m. This Authority Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:
William ("Bill") Caldwell, President
Diane Mead, Vice-President
Cindy Billinger, Treasurer
Scott Edgar, Secretary

Also, In Attendance Were:
Lisa Johnson, Shauna D'Amato and Terri Boroviak, CliftonLarsonAllen LLP ("CLA")
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C. ("ISP")
Brenda Lewis, Crystal Clark, Mr. and Ms. Coleman, Bruce O'Donnell, Patty Caldwell,
Ken Rose, Gerry Tschirpke, Melanie Briggs, Carol Satersmoen, MaryJo and Ed Farrell and
other members of the public.

ADMINISTRATIVE MATTERS

Quorum, Location of Meeting Posting of Meeting Notice:

The presence of a quorum was confirmed. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the Authority's boundaries have been received.

Call to Order and Agenda:

The meeting was called to order at 6:03 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by President Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Disclosures of Potential Conflicts of Interest:

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The members of the Board were requested to 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 statute.

FIRST DISCUSSION:

November 13, 2024, Special Meeting Minutes:

Ms. Johnson presented the November 13, 2024, Special Meeting Minutes to the Board. No action was taken.

SECOND DISCUSSION:

October 9, 2024, Special Meeting Minutes:

Ms. Johnson presented the October 9, 2024, Special Meeting Minutes to the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the October 9, 2024 Special Meeting Minutes.

District Transparency Notice Similar to Section 32-1-809, C.R.S.:

Ms. Johnson reviewed the requirements with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board determined not to prepare a Transparency Notice similar to Section 32-1-809, C.R.S.

CliftonLarsonAllen LLP Statements of Work for 2025:

Ms. Johnson reviewed the statements of work with the Board for management and accounting services for 2025. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the CLA Statements of Work for management and accounting services for 2025.

Property and Liability Coverage Renewal for 2025 and Property Schedule:

Ms. Johnson noted that President Caldwell will review the insurance documents with Ms. D'Amato. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the property and liability coverage renewal for 2025 and property schedule.

Workers' Compensation Coverage Renewal:

Ms. Johnson reviewed worker's compensation coverage with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the workers' compensation coverage renewal for 2025.

Resolution No. 2024-12-01 Regarding 2025 Annual Administrative Matters:

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-01 Regarding 2025 Annual Administrative Matters.

Resolution No. 2024-12-02 Regarding 2025 Meeting Resolution:

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-02 Regarding 2025 Meeting Resolution.

Resolution No. 2024-12-03 Second Amendment to Amended and Restated Public Records Policy Resolution:

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-03 Second Amendment to Amended and Restated Public Records Policy Resolution.

CONSENT AGENDA

Payment of Claims in the amount of \$53,116.66:

Ms. Boroviak reviewed the consent agenda with the Board. Following discussion, upon a motion duly made by Director Edgar, seconded by President Caldwell and, upon vote, unanimously carried, the Board ratified the consent agenda, as presented.

PUBLIC COMMENT

Mr. Tschirpke wished everyone happy holidays.

FINANCIAL MATTERS

FIRST DISCUSSION

Payment of Claims:

Ms. Boroviak reviewed the payment of claims with the Board, noting that one more invoice from Fossil Creek will be added. No action was taken.

SECOND DISCUSSION

Public Hearing on the Proposed 2025 Authority Budget. Resolution to Adopt the 2025 Budget and Appropriate Sums of Money:

The public hearing to consider the proposed 2025 Authority Budget was continued

from the November 13, 2024 meeting. Ms. Johnson presented the information discussed with the Budget Committee to bring the 2025 budget into balance noting that expenditures were reduced in the audit and website line items. She then discussed the recommendation from the committee to not fund the Capital Repair and Replacement Fund and Discretionary Fund line items for 2025. She reported that she spoke with both the attorney for District 1 and 2 on this suggestion and they both provided opinions that the current Authority Establishment Agreement (“AEA”) does allow for this flexibility in years when there is not sufficient revenue to fund those funds.

Ms. Clark inquired where funds would go should the Authority receive excess revenue. Discussion ensued. The Board determined this would be addressed should the situation arise.

The public hearing was closed.

Director Edgar asked Attorney Pogue for the section of the AEA that allows for the flexibility not to fund the Capital Repair and Replacement and Discretionary Funds. Attorney Pogue provided that information.

Following discussion, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the 2025 Budget and adopted Resolution No. 2024-12-04 Adopting 2025 Budget and Appropriate Sums of Money.

Wipfli to Prepare the 2024 Audit:

Ms. Johnson reviewed the engagement letter with the Board. Following discussion, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved engaging Wipfli to prepare the 2024 Audit.

OPERATIONS & MAINTENANCE

FIRST DISCUSSION

None.

SECOND DISCUSSION

Current Policy Regarding Maintenance Crew Access to Sales and Info. Center for Cleaning Purposes and Possible Amendments:

Ms. Johnson reviewed the amended policy with the Board. The current policy that was approved by the Board several years ago restricted the maintenance employees from access to the Sales and Info Center. The revised policy would allow the maintenance crew access to the facility. The maintenance employees will now clean the facility on a regular basis and the contract with MaidPro will be

terminated in an effort to save costs. The maintenance employees will not have access to the offices leased by REI.

Following discussion, upon a motion duly made by Director Billinger, seconded by Director Edgar and, upon vote, unanimously carried, the Board the Board approved revising the current policy regarding maintenance crew access to Sales and Info. Center.

2025 Amenity Fees:

Ms. Clark provided a recommendation regarding increasing the 2025 Amenity Fees for the Board. No action was taken.

CAPITAL AMENITIES

Fiber Optics Project:

Mr. Farrell provided an update for the Board. He noted the results of the Hilltop grant application are anticipated in early February of 2025. He then summarized another opportunity for enhanced internet service to the community. The company that is interested in bringing this service to the community has asked to access the property to determine the best location for the needed infrastructure. Ms. Johnson will forward the hold harmless agreement provided by the company to Attorney Pogue for his review prior to execution.

FIRST DISCUSSION

None.

SECOND DISUSSION

None.

INFRASTRUCTURE MATTERS

FIRST DISCUSSION

None.

SECOND DISUSSION

Drexel, Barrell & Co. Proposal for Potholing in the amount of \$1,180.00:

Ms. Johnson reviewed the proposal with the Board. Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the Drexel, Barrell & Co. proposal for potholing in the amount of \$1,180.00.

LEGAL MATTERS**Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to Receive Legal Advice from General Legal Counsel:**

An Executive Session was not needed.

FIRST DISCUSSION

None.

SECOND DISCUSSION

None.

MANAGER MATTERS**FIRST DISCUSSION**

None.

SECOND DISCUSSION**Website Compliance Coordinator to Obtain a Proposal for Remediation Services for Statutorily Required Documents and Board Member to Work with Staff on Proposal:**

The Board deferred action until the next meeting.

OTHER MATTERS

President Caldwell provided an update to the pathway project, noting that it is almost complete, and a few punch list items have been requested of the contractor to be completed by the end of the year. Seeding will occur in the spring of 2025.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board adjourned the meeting at 7:01 p.m.

Respectfully submitted,

By _____

Secretary for the Meeting

CHANGE REQUEST No. 3



FOSSIL CREEK BUILDERS

DESIGN CONSTRUCT
FABRICATE

DATE: 12/20/24
PROJECT: Beebe Draw Farms Path
PROPOSED CHANGED SCOPE: Time Extension
PREPARED BY: Jon McElwain
PHONE: 970-817-0009

TO: Mr. Cameron Kapp
 Drexel Barrel
 1376 Miners Drive, Suite 107
 Lafayette, CO 80026
PHONE: 303.442.4338
EMAIL: cknapp@drexelbarrell.com

DESCRIPTION OF ADDED OR CHANGED SCOPE	Price	Units	Quantity	Extended
Multi-Use Path Improvements				
This Change Order Request adds time for spring seeding (to occur in the the first two weeks of February), it allows for asphalt sealing and asphalt punch list items to occur during favorable weather and temperatures (to occur as weather allows), and allows time for final shaping of path shoulders (to occur in January). This is a no cost change order request.	\$0.00	LS	0	\$0.00
Revised Contract Completion Date is <u>April 15, 2025</u>	\$0.00	LS	0	\$0.00
Subtotal:				\$0.00
Overhead - 4%				\$0.00
Fee - 5%				\$0.00
Payment and Performance Bonds				\$0.00
TOTAL:				\$0.00

Our Terms and Conditions:

1. This proposal is valid for thirty (30) days from the date of the bid.
2. This proposal assumes that Fossil Creek Builders and the Owner will develop a mutually agreeable job schedule for the proposed scope.
3. The proposal is based on entering into a contract with your firm equal to an AIA short form contract, or signing this proposal below.
4. The General Contractor and all of its subcontractors shall comply with applicable terms and provisions of the Occupational Safety and Health act of 1970.
5. Change Orders will not be executed until written approval from the Owner or General Contractor is received.
6. Drilling, blasting, rock excavation, moving existing utilities, seeding maintenance are excluded.
7. Monthly progress payments shall be tendered to Fossil Creek Builders on a regularly scheduled basis, with payment terms of net 30 days.
8. Fossil Creek Builders shall not be liable for any consequential, punitive, liquidated, or indirect damages, with liability being expressly limited to the amount of payment received by Fossil Creek Builders pursuant to the proposal.
9. The warranty shall be for a period of one year. If a period other than one year is required, the Owner shall inform Fossil Creek Builders of the required term. Pricing may vary for additional warranty time or terms.
10. The Owner shall provide adequate space, including egress, to Fossil Creek Builders for staging and storing of equipment on site.
11. This proposal is based on forty (40) hours of work per week. Overtime, weekends, and holidays are excluded.
12. Fossil Creek Builders will not be responsible for work done on our account unless specifically authorized by Fossil Creek Builders in writing.

Notes Exclusions:

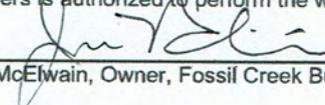
1. Testing and inspection are excluded.
2. Drilling, blasting, rock excavation, buried trash, moving existing utilities, and seeding maintenance or watering are excluded.
3. Clear and grub materials to be spread on site within disturbance limits.
4. Landscape amendments and topsoil are excluded.
5. Owner to provide water meter and water for earthwork and utility purposes

- 6. Existing utility adjustments are excluded.
- 7. As-built drawings are excluded.
- 8. A fuel surcharge will be added if fuel prices rise above \$3.80/gal.

All material is guaranteed to be as specified. All prices are subject to acceptance within 30 days following proposal date and further prices are subject to the following qualifications: No back charge will be honored unless Fossil Creek Design is notified within 48 hours in writing . Fossil Creek Design will not accept "Paid if Paid" payment terms. Terms of payment as stated in this contract will be paid in accordance to signed agreement by Owner. Any payment not received within agreed terms will be subject to 1.5% per month finance charge. Fossil Creek Design shall be entitled to recover all costs of collection, including reasonable attorney's fees. All work to be completed in a substantial workmanlike manner according to specification submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. Cleanup to be limited to removing of all debris, dirt, and rubbish accumulated as a result of installation, leaving premises broom clean and orderly. All agreements contingent upon strikes, accidents, force majeure, or delays beyond Fossil Creek Builders control. Owner shall carry fire, tornado, and other necessary insurance and builders risk insurance to protect work in progress. By signing this proposal Owner is entering into a legal binding contract with Fossil Creek Builders. Unfilled payment in the terms stated above will result in Fossil Creek Builders taking legal action to acquire payment.

Acceptance of Proposal:

Signature below indicates that the above prices, specifications, and conditions are satisfactory and are hereby accepted, and that Fossil Creek Builders is authorized to perform the work as specified.



 Jon McElwain, Owner, Fossil Creek Builders

12-20-24

 Date

Mr. Cameron Kapp

 Date

Customer PO Number: _____

October 30, 2024

BEEBE DRAW FARMS

Weld County, Colorado

Attn: Lisa Johnson

Transmitted via email: Lisa.Johnson@claconnect.com

RE: Change Order/Add Services Request for playground ramp design

Lisa,

At a recent site meeting on October 10, 2024 with Bill Caldwell and Cindy Billinger (Board members from the Beebe Draws Farm Authority) it was requested that Drexel, Barrell & Co. provide a proposal for an ADA ramp design at the playground located on the east side of the Community Building at the Beebe Draw Farm Subdivision.

Our proposed NOT TO EXCEED fee will be **\$1,700** for this work. This amount is in addition to other fees already agreed upon under our current contract for work on this site.

The assumptions for this scope of work include:

- *No surveying will be conducted. The ramp design will be based on photos and general understanding of the existing conditions and measurements of the site.*

Upon authorization, it will take approximately 1 week to complete the work. Final deliverables will be a stamped/sealed drawing/plan for the ramp design including all necessary details. The terms and conditions associated with our current contract will remain valid for this additional add services work. Thank you for the opportunity to provide this add service request. Please feel free to contact me with any questions at 303-442-4338.

Beebe Draw Farms
October 30, 2024

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Accepted:

Drexel, Barrell & Co.

A handwritten signature in black ink, appearing to read "Cameron W. Knapp". The signature is stylized and written over a faint, larger signature.

Cameron W. Knapp, P.E.

Project Manager

Title: _____

By: _____

Date: _____

BEEBE DRAW FARMS AUTHORITY
CIVIL ENGINEERING SERVICES CONTRACT

This **CIVIL ENGINEERING SERVICES CONTRACT** (“Contract”) is entered into effective as of February 12, 2025, 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 A. G. WASSENAAR, INC., a Colorado corporation (the “Contractor”).

RECITALS

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

WHEREAS, the Authority has determined that it requires the performance of civil engineering services and desires to engage the Contractor to render these services; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall provide the geotechnical engineering services, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Services”). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

2. COMPENSATION.

2.1. Compensation for Services. The Authority shall compensate the Contractor for all labor, equipment and material necessary to provide the Services, subject to Authority annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Fifty-Nine Thousand Three Hundred Dollars (\$59,300.00) (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Authority.

2.2. Additional Services. If the Authority provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the Authority and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Authority and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the Authority, the Contractor

shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the Authority for Services satisfactorily performed during each month of the term of this Contract. The Authority's approval of invoices shall be a condition of payment. All invoices shall be addressed to the Authority as follows: Beebe Draw Farms Authority, c/o CliftonLarsonAllen LLP, 8390 E Crescent Parkway, Suite 300, Greenwood Village, CO 80111, Attn: Lisa A. Johnson, Manager.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the Authority, shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The Authority may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The Authority may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily.

2.4. Time of Payments. The Authority shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the Authority's receipt of the invoice.

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

2.5.1. The Authority has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. 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 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 clauses.

2.5.3. 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.

3. **TERM.**

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2025. Thereafter, the Contract will automatically renew on January 1 for an additional one (1) year term in 2026 unless terminated by the exercise of the termination provisions specified herein, whichever occurs first.

4. **GENERAL PROVISIONS/REPRESENTATIONS.**

4.1. Inspections/Services. To the extent the Contractor deems necessary, the Contractor has inspected the observable surface conditions for 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 Services and accepts them for such performance.

4.2. 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.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence exercised by members of the same profession engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract.

4.5. 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 rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all

licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the Authority and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will commence and diligently pursue the actions necessary to cause such lien to be discharged or bonded within ten (10) days after notice of its filing. If the Contractor fails to commence and diligently pursue the actions necessary to cause such lien to be discharged or bonded within such ten (10) day period, the Authority, in addition to any other available remedy, may bond or discharge the lien and, at the Authority's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid. The requirements of this section are conditioned upon payment in full to Contractor for all amounts owed.

4.9. 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.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor shall indemnify and hold harmless the Authority and each of its directors, employees, and consultants, 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 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 Services 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., C.R.S.. 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. However, nothing in this Contract is intended to create an obligation for Contractor beyond the period of any applicable statute of limitations or statute of repose.

The Contractor's 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 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), C.R.S., 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), C.R.S., shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), C.R.S., shall mean a trial court order at the state 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.

6. INSURANCE.

6.1. 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 for at least six years thereafter, the coverages set forth in subsection 6.2. 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, and employees shall be named as an additional insured as provided in subsection 6.3. 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 Section. 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 Section.

6.2. Minimum Insurance Coverages.

6.2.1. Workers’ compensation insurance in accordance with applicable law, including employers’ liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage; and
- g. Explosion, collapse and underground (for contractors only).

6.2.3. 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.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability 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, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

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

6.3. Additional Insured Parties. The Authority and its respective directors, officers, and employees shall be named as an additional insured 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.

6.4. Certificates of Insurance. Prior to commencing any Services 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. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the Authority and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. 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.

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

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

6.5.2. 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.

6.6. Compliance 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 and employees).

6.7. 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.

6.8. 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 Contractor shall be solely responsible for any deductible losses under the policy.

6.9. 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.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. 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 Section 6. 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.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. 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 that Contractor does not cure or commence to cure within ten (10) days of written notice.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- 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 this Contract.

g. Termination of any subcontract for any substantial Services 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 Services, 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.

7.1.2. 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 Services, 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.

7.2. 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 this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. 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 Services or having the Services completed that are in excess of the remaining Contract balance at the time of termination (excluding changes in the Services by the Authority following such Event of Default). The Authority shall determine the total cost of the Services 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 Services 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.

7.3.2. 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.

7.4. 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:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the Services 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.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

Upon full payment, all work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the Authority under all circumstances, whether or not the Services are completed. All work product shall be provided to the Authority at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the Authority's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the Authority's use and provide such copies to the Authority, upon request, at commercial printing rates. At any time, the Authority may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above. The provisions of this section are conditioned upon full payment to Contractor for all amounts due.

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

9.1. 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.

9.2. 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.

9.3. 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.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the Authority but is an

independent contractor. An agent or employee of Contractor shall never be or deemed to be and employee or agent of the Authority. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation laws concerning itself, its agents, employees and subcontractors.

11. 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.

12. 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 Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted 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 Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

13. MISCELLANEOUS

13.1. Time is of the Essence. The performance of the Services 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.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, or (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

Notices to Authority:

Beebe Draw Farms Authority
 c/o CliftonLarsonAllen LLP
 8390 E Crescent Pkwy, Suite 300
 Greenwood Village, Colorado 80111
 Attn: Lisa A. Johnson, Manager
 Email: Lisa.Johnson@claconnect.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

Notices to Contractor:

A. G. Wassenaar, Inc.
 3211 South Zuni Street
 Englewood, CO 80110
 Attn: Ashley McDaniels
 Email: mcdanielsa@agwco.com

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

13.4. Annual Appropriations. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligations hereunder are subject to annual appropriation. The Authority has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. 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.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by the parties.

13.7. 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.

13.8. Controlling Law and Venue. The parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Contract or any Services to be provided hereunder shall lie in the state courts of the State of Colorado.

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

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

13.11. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

13.12. 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.

13.13. 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.

13.14. Corporate Protection. Contractor is a Colorado corporation. The Authority agrees that its sole remedy for any claims, damages, losses, expenses and costs arising from Contractor's services regarding the project shall be against this entity and not against any individual employee, member or owner of Contractor.

[Remainder of page intentionally left blank.]

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

A. G. WASSENAAR, INC.:

By:
Its:

AUTHORITY:

BEEBE DRAW FARMS AUTHORITY

By: Bill Caldwell
Its: President

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide the following services in relation to the Authority's Pelican Lakes Ranch Filing 2 project, generally located northeast of Weld County Road 32 and Weld County Road 39 in Weld County, Colorado:

1. A site visit to document existing surface conditions, such as natural drainage, vegetation, and overall relief of the site.
2. Drill 73 test borings in the development area. Test borings will be spaced approximately 800 to 1,000 feet apart. Test borings will generally be drilled to depths of 25 to 45 feet below existing ground surface. Each test boring will be logged at the time of drilling.
3. Make penetration resistance determinations and obtain relatively undisturbed and/or disturbed samples of the subsurface materials encountered during drilling. The samples obtained will be returned to our laboratory.
4. The test boring logs and samples will be reviewed by a geotechnical engineer and laboratory testing will be programmed. Laboratory tests will be performed on selected samples obtained during exploration to evaluate pertinent engineering properties.
5. Permeability testing will be conducted on selected samples obtained from the retention pond subgrade soils.
6. Each test boring will be checked for water at the time of drilling and once after the boring is drilled.
7. Interim data can be provided as the field and laboratory work progresses.
8. The report will include the following:
 - a. A brief description of the site conditions, including topography, vegetation, bodies of water, rock outcrops or other surface features observed.
 - b. A test boring location map, test boring logs, and graphical presentation of laboratory test results.
 - c. A general overview of subsurface conditions, including a discussion of soil and/or bedrock types and their engineering properties.
 - d. A discussion of the geotechnical conditions and their potential effect on the proposed construction.
9. Submit an electronic copy of the report signed by a licensed professional engineer upon completion of the work.

Notes:

-Prior to drilling operations, the Contractor will notify the Utility Notification Center of Colorado so the underground facility locators can mark their facility with paint and/or flags. A site meeting with the underground

facility locators is included in the Compensation. Facility owners have three or more business days to perform utility locating services. The maintenance director for the facility must be available while the locates are being performed. If these efforts are inconclusive, the services of a private utility locator (private electric, water, and sewer services lines, etc.) can be retained for an additional fee, if requested by the Authority in writing.

- Access to the site involves driving vehicles across the ground surface. The Contractor and its subcontractors will access the site at the locations directed by the Authority. The Contractor and its subcontractors will make a good faith effort to clean the vehicles, as necessary, using shovels. The Contractor and its subcontractors will also make a good faith effort to clean clods of soil from roadway surfaces with a shovel. The cleaning of roadways or vehicles to a level above that described will be the responsibility of the Authority.

- The Contractor estimates drilling will begin within three business days after completion of site staking and utility locating. Drilling should take approximately 12 rig-days, dependent upon the weather and ground surface conditions of the site. Laboratory testing should be available within approximately three to four weeks of completion of drilling. If necessary, verbal recommendations can be discussed at this time. The completed report should be issued within approximately two weeks of completion of laboratory testing. The Contractor's estimated time to complete the Services is approximately five to six weeks from completion of drilling.

- An accurate grading plan should be provided to the Contractor prior to commencement of drilling. The Authority's Civil Engineer or Surveyor should be provided a copy of the Contractor's test boring locations so they can be accurately staked in the field with elevations and proposed cut and/or fill depths.