

AGREEMENT

This agreement is made this ____ day of _____, 2018, by and between the Pueblo West Metropolitan District, a Colorado Special District, hereinafter referred to as "District" and Resource Based International (RBI), hereinto after referred to as "Contractor"

In consideration of the mutual covenants, agreements conditions and undertakings hereinafter specified, District and Contractor agree as follows:

I. SCOPE OF WORK

Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the completion of project as stated in the Proposal Bid attached hereto as Exhibit A. The provided activities will consist of all facets numerated in Exhibit A.

II. AGREEMENT PRICE

District shall pay contractor for the performance of work defined in Exhibit A based on the 2018 fee estimate for the performance of work and completion of the scope of work as set forth hereinabove not to exceed Sixty-Two Thousand Nine Hundred and Sixty-Five and 0/100 Dollars (\$62,965.00).

III. PROJECT TIME

Contractor shall commence performance on the project within ten (10) days after the execution of this Agreement. Contractor shall complete project no later than December 15, 2018.

IV. PAYMENT PROCEDURES

Contractor shall submit a detailed invoice for payment in accordance with District policy and procedures. Applications for payment will be processed by the District. The District will make payment within 30 days after receiving an invoice

V. CONTRACTORS REPRESENTATIONS

As consideration for this Agreement, Contractor makes the following representations:

- (1) Contractor has familiarized itself with the nature and extent of the Agreement, work contract, all local conditions and Federal, State and Local Laws, Ordinances, Rules and Regulations that in any manner may affect cost, progress or performance of the project.

(2) Contractor has carefully studied the project site and has performed all necessary investigations, test and service investigations to define the latent physical conditions of the site affecting cost, progress or performance of project.

VI. MISCELLANEOUS

(a) The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101, et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract. The contractor represents, warrants and agrees that it (i) has confirmed the eligibility of all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the District may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the District. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

(b) Terms used in this Agreement shall have the meanings given to all terms in a normal usage.

(c) Contractor agrees to indemnify and to hold the District and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Contractor or failure of Contractor to perform this Agreement according to its terms. By requiring this right to indemnification, the District in no way waives or intends to waive the immunity protections provided to the Enterprise and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

(d) This Agreement shall not be transferred or assigned in whole or in part without the prior written approval of the District. Any transfer or assignment, whether voluntary or involuntary, without the prior written approval of District shall be void and constitute grounds for immediate termination of this Agreement at the option of the District.

(e) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event that any signature is delivered by facsimile transmission or by Email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

(f) Contractor acknowledges being provided ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that Contractor represents and warrants that it has sought out or waived the opportunity to seek out such independent legal advice and counsel.

(g) This Agreement is the entire Agreement between the parties concerning the subject matter herein and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement.

(h) In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, including attorneys’ fees and costs incurred in litigating entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

(i) The Contractor shall continue to perform the work during all disputes or disagreements with the District. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as District and Contractor may otherwise agree in writing.

(j) The sectional headings in this Agreement and in the other contract documents are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce and shall have no bearing on the construction of the sections they introduce,

(k) The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right legal or equitable to enforce any provision of this agreement.

(l) This Agreement shall be governed by the laws of the State of Colorado and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and approved

assigns. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Pueblo County, Colorado. The parties to this Agreement agree to comply with all applicable federal, state, local laws, ordinances, and Pueblo West Metropolitan District's rules and regulations pertaining to the utilization of the Farm subject to this Agreement.

(m) By execution of this Agreement the undersigned each individually represent that he or she is duly authorized to execute and deliver this agreement on behalf of each party and that the subject party shall be bound by the signatory's execution of this Agreement.

(n) This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(o) If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

(p) Any notice or other communication given by either party to the other relating to this Agreement shall be sent by registered mail addressed to such other party at the following addresses:

Pueblo West Metropolitan District
c/o Harley G. Gifford
109 E. Industrial Boulevard
Pueblo West, Colorado 81007

IN WITNESS WHEREOF, the parties have executed this agreement effective on the day year first above written.

Pueblo West Metropolitan District

(Contractor)

By: _____

By: _____

District Manager

Title: _____