

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor Agreement ("**Agreement**") is entered into on this ____ day of _____, 2024 by and between the Town of Meeker and the Eastern Rio Blanco Metropolitan Recreation and Park District, ("**Owners**"), and _____ ("**Contractor**"). The Owners and Contractor shall be referred to collectively as the "**Parties**" and individually as a "**Party**".

PART 1 – SCOPE OF WORK AND PROJECT

Contractor agrees to landscaping and riverbank improvements at Circle Park, 3rd Street, and 10th Street in accordance with preliminary designs as defined in Part 2, below ("**Project**") and agrees to work with GEI Consulting to reach final, agreed upon construction engineering design. Contractor agrees to furnish all labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner construction of the Project in strict compliance with the Contract Documents defined in Part 2, below, and the Contract Time stated in Part 4, below ("**Work**").

PART 2 – CONTRACT DOCUMENTS

The following documents comprise the entire agreement between the Parties (collectively, "**Contract Documents**") and, in the event of a conflict, shall control in the order listed:

- A. This Agreement and any written amendment to this Agreement signed by the Parties; then,
- B. The bid conceptual drawings ("**Conceptuals**") attached as Appendix A; then,
- C. The Scope of Work from GEI Consultants ("**Scope of Work**") attached as Appendix B; then,
- D. The Contractor's Proposal dated _____ ("**Proposal**"), attached as Appendix C; then,
- E. Notice to Proceed; then,
- F. Any Change Order properly executed after this Agreement; then,
- G. Shop Drawings, Product Data, Samples, or similar submittals furnished by Contractor during performance of the Work and approved by the Owner.

PART 3 – GUARANTEED MAXIMUM PRICE, CONTRACTOR'S FEE AND BOND

- A. Owner shall pay Contractor for satisfactory performance of the Work and completion of the Project in strict accordance with the Contract Documents the total price of _____ ("**Contract Price**"), which is comprised of the total cost of the labor, materials, services, contractor fees, and other expenses necessary to complete the Project and the cost of the Performance and Payment Bond (see, subparagraph B, Below). The Parties expressly agree that the Contract Price shall constitute the Guaranteed Maximum Price, meaning that all Contractor Fees or other fees, Cost of Work, or other costs and expenses associated with the Project that are not agreed to by the Owners in writing through a Change Order, and that would cause the Contract Price to be exceeded, shall be paid by the Contractor without reimbursement by the Owners. All costs and expenses contemplated, authorized, or permitted under this Agreement or the other Contract Documents shall be invoiced to the Owners "at cost" with no markup.
- B. The Contractor shall purchase a Performance and Payment Bond in an amount equal to the total Cost of Work and the cost of the Performance and Payment Bond shall be included in the Contract Price set forth in Paragraph A, above.

PART 4 – CONTRACT TIME AND LIQUIDATED DAMAGES

- A. The period for the Contractor to complete the Project ("**Contract Time**") shall be determined as follows:

Date of Commencement: The date of commencement of work shall be as set forth in the executed Notice to Proceed, contained in the Contract Documents. Contractor shall proceed to complete the Project contemplated by the Notice to Proceed as soon as practicable.

Substantial and Final Completion Date. The Contractor shall achieve Substantial Completion (defined in Part 11, below) of the Project by June 1, 2025 and the Final Punch List shall be complete no later than 30 days from Substantial Completion.

- B. The Contractor shall be liable for liquidated damages of \$1,000 per day if the Project is not completed within the Contract Time specified in Paragraph A, above. The Parties recognize and agree that this provision for liquidated damages is not in the nature of a penalty but is assessed by the Parties by reason of the inability of a judge or jury to determine the amount of compensation due the Owners in the event the Contractor fails to complete the Project within the Contract Time. For purposes of assessing liquidated damages, a partial day shall be deemed a full calendar day. Liquidated damages shall not apply where the Contractor is unable to complete the Project within the Contract Time as a result of any delay in construction caused by an act of God, strike, war, any act or failure to act of any governmental or quasi-governmental agency, or any other cause or condition beyond the control of the Contractor. In the event that Contractor fails to pay such liquidated damages promptly upon notification by Owners, the Owners shall be authorized to deduct and hold all or any portion of said liquidated damages from any payment due to Contractor under this Contract. Permitting Contractor to continue Project work shall not act as a waiver of his provision or any of the Owners' other rights under this Contract.
- C. Except for the liquidated damages specifically provided for above, the Contractor and Owners waive all claims against each other for all consequential or special damages arising out of or relating to this Agreement, the other Contract Documents, the Work and the Project.

PART 5 – PAYMENT

- A. **Method of Payment.** On or before the 1st day of each month, the Contractor shall submit to the Owners an invoice for the cost of the work performed during the preceding month. The Owners shall pay 95% of any undisputed portion of an invoice within 30 calendar days of receiving it. Upon satisfactory completion of the Final Punch List, the Owners shall set a date for Final Settlement Payment. Unless a Verified Statement of Claim has been filed with the Owners before, or is filed on, the date set for Final Settlement Payment, the Owner shall pay the Contractor the remaining balance of the Contract Price on the date set for Final Settlement Payment
- B. **Payment of Subcontractors Vendors and Suppliers.** The Contractor shall comply with the provisions of C.R.S. §24-91-103(2) with respect to the payment of subcontractors, vendors, and suppliers, even if that Statute would not otherwise apply to this Agreement. The Contractor shall obtain a complete release and waiver from the subcontractors, vendors, and suppliers, and shall provide a copy of each release and waiver to the Owners. The Owners shall not have an obligation to pay or to see to the payment of money to a subcontractor, vendor, supplier or manufacturer. Neither a payment nor the Owners' partial or entire use of the Project shall constitute acceptance of Work not in accordance with the Contract Documents.

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- C. **No Liens.** The Contractor warrants that it shall keep all Work free and clear of liens, claims, security interests or encumbrances by Contractor, subcontractors, vendors or suppliers, or other persons or entities providing labor, materials and equipment relating to the Work.
- D. **Interest on Undisputed Amounts.** Any undisputed payment that is not paid within the time provided in this Part 5 shall bear interest at eight percent (8%) per annum compounded annually from the due date until paid.
- E. **Verified Statement Of Claim.** If at any time prior to the date and time for Final Settlement Payment, a Verified Statement Of Claim is filed with the Owners, the Owners will take such actions as are required by C.R.S. § 38-26-107, including withholding from payments to the Contractor funds sufficient to ensure payment of the claim for the period set forth in C.R.S. § 38-26-107, unless the Contractor submits to the Owners a Certificate of Release of such claim by the Clerk of the Rio Blanco County District Court in accordance with C.R.S. § 38-26-108.

PART 6 – CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- A. The Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, and the site, and is familiar with all federal, state and local laws, ordinances, rules and regulations, that in any manner may affect cost, progress or performance of Project.
- B. For a period of one year from the date of Substantial Completion, the Contractor warrants all materials and equipment on the Project. Materials and equipment furnished under the Contract will be of good quality, free from any faults and defects, and shall be performed in a good and workmanlike manner. The Contractor's warranty of materials and equipment set forth in the preceding paragraph is in addition to, and separate from, any express or implied warranty provided by any subcontractor, sub-subcontractor, vendor, or supplier. If required by the Owners, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. In addition, the Contractor warrants the workmanship of the Work and that the Work, materials, and equipment will conform to the requirements of the Contract Documents. Contractor agrees to promptly repair, replace, or correct any defects that occur due to workmanship, improper execution or preparation, and/or materials during the warranty period. These warranties shall be in addition to and not in limitation of any other warranty or remedy required by law.

The Contractor shall serve as the Warranty Administrator for the Project. The Warranty Administrator shall be responsible for all aspects of the timely and effective administration of all warranties, including but not limited to: 1) receiving all warranty claims from the Owners, 2) identifying and contacting the individual(s) or entity(ies) issuing the warranty under which the claim is being made; 3) arrange for all warranty work; and 4) processing all documents necessary and appropriate for the proper and timely processing of each warranty claim.

PART 7 – ILLEGAL ALIENS

Pursuant to C.R.S. §8-17.5-101, *et seq.*, the Contractor represents and warrants to the Owners that:

- A. Contractor will not knowingly employ or contract with an illegal alien in performing the Work or the Project; nor will Contractor enter into a contract with a subcontractor who fails to certify that it will not knowingly employ or contract with an illegal alien to perform Work in connection with the Project.
- B. Pursuant to C.R.S. §8-17.5-102, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform Work in connection with the Project, and that Contractor will participate in the E-Verify Program or the State Department of Labor and Employment Program

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("Department Program") in order to confirm the employment eligibility of all employees newly hired by Contractor for the purpose of performing the Work and the Project. Under no circumstances will the Contractor use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants during the course of performing the Work or the Project.

- C. If, during the course of performing the Work or the Project, Contractor acquires actual knowledge that a subcontractor performing Work in connection with the Project knowingly employs or contracts with an illegal alien, Contractor will (a) notify the subcontractor and Owner within three (3) business days that Contractor has actual knowledge the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontractor's contract if within three (3) business days of receiving the notice required in (a), above, the subcontractor does not stop employing or contracting with the illegal alien; except, the Contractor will not terminate the Subcontractor's contract if during the three (3) business days the Subcontractor provides information establishing the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. The Contractor will comply with any reasonable request by the Colorado Dept. of Labor & Employment made during an investigation pursuant to C.R.S. § 8-17.5-102(5).
- E. The Contractor agrees that, if it violates one of the foregoing provisions, Owners may terminate this Agreement and the Contractor's services, and may seek all appropriate remedies. The Contractor acknowledges Owners also will notify the Secretary of State, which may take further action against the Contractor.

PART 8 – GENERAL CONDITIONS

A. The Owner's Obligations and Authority.

1. In accordance with C.R.S. § 24-91-103.6, and Article X, Section 20 of the Colorado Constitution, the Owner states that it has currently appropriated funds sufficient to meet its financial obligations under this Agreement. Further, the Owners shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that it has appropriated funds to meet its financial obligations under this Agreement.
2. The Owners will ensure Contractor has access to Project site reasonably necessary for performance of the Work. Information or services required of the Owners by the Contract Documents shall be furnished by the Owners with reasonable promptness. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owners but shall exercise proper precautions relating to the safe performance of the Work.
3. If the Contractor fails to correct Work that is not in strict accordance with the requirements of the Contract Documents ("*Non-Conforming Work*"), or persistently fails to carry out Work in accordance with the Contract Documents, the Owners may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Owners' right to stop the Work shall not give rise to a duty by the Owners to exercise this right for the benefit of the Contractor or any other person or entity.
4. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 7-day period after receipt of written notice from the Owners to commence and continue correction of such default or neglect with diligence and promptness, the Owners may, without prejudice to any other remedies it may have, correct the deficiencies. The Owners shall issue a Change Order deducting from payments then or thereafter due the Contractor

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the reasonable cost of correcting the deficiencies, including Owners' expenses and any additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owners.

B. The Contractor's Obligations and Authority.

1. The Contractor shall perform the Work in strict accordance with the Contract Documents and shall not be relieved of the obligations by either the Owners' activities or duties in administering the Contract Documents, or by tests, inspections or approvals required or performed by persons other than the Contractor.
2. The Contractor shall supervise and direct the Work as necessary, using its best skill and attention, and shall enforce strict discipline and good order among the Contractor's employees, subcontractors and other persons carrying out the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owners and shall not proceed with that portion of the Work without further written instructions from the Owners.
3. The Contractor shall be responsible to the Owners for the intentional or negligent acts and omissions of the Contractor's employees, vendors, suppliers and subcontractors, and their agents and employees, and all other persons or entities performing portions of the Work for or on behalf of Contractor or any of its subcontractors. Nothing in this Agreement or any other Contract Documents shall relieve the subcontractors, vendors and suppliers from any duty owed the Owners under federal, state and local law.
4. The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor may make substitutions if the Owners and Contractor have signed a written Change Order.
5. As a unit of local government, the Owners are tax exempt. The Contractor is responsible for ensuring that neither it nor its subcontracts, vendors, or suppliers incur any taxes that could be avoided as a result of the Owners' tax-exempt status, including but not limited to completing and filing with the Colorado Department of Revenue, prior to commencing the Work, a Contractor Application for Exemption Certificate (Form DR 0712) pursuant to C.R.S. § 39-26-708(1)(a) to seek the exemption from sales tax of construction and building materials purchased for use in performing the Work, if applicable. Upon Contractor's request, Owners will provide its exemption number and such other information as is reasonably required by Contractor to complete the Contractor Application for Exemption Certificate. The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor legally enacted (regardless of the effective date) prior to the Parties signing this Agreement. The Contractor shall secure and pay for

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any building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

6. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify Owners in writing, and necessary changes shall be accomplished by Change Order. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owners, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
7. The Contractor shall maintain at the site for the Owners one record copy of the Specifications and Change Orders in good order and accurately marked to reflect all changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals required by the Contract Documents. The Contractor shall deliver all of the foregoing data, drawings, samples and documents to the Owner upon completion of the Work.
8. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Owners Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within the submittal with the requirements of the Work and the Contract Documents. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the Owner has approved the submittal. The Owners' approval of Shop Drawings, Product Data, Samples, or similar submittals shall not relieve the Contractor of liability for deviations from the Contract Documents, unless the Contractor specifically informed the Owners in writing of the deviation at the time of submittal and a Change Order was issued authorizing the deviation. The Contractor shall be responsible for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, notwithstanding the Owners' approval.
9. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish resulting from its performance of the Work. At completion of the Work, the Contractor shall remove from the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owners may do so and the cost thereof shall be charged to the Contractor.
10. The Contractor shall provide the Owners access to the Work in preparation and progress wherever located.
11. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract Documents; the accounting and control systems shall be satisfactory to the Owners. The Owners and the Owners' accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Contractor shall preserve these for a period of 3 years after final payment, or for such longer period as may be required by law.

PART 9 - DISPUTES

- A. **Breach and Remedies.** In the event Contractor fails to perform the work as detailed in the Contract Documents and within the time frame described herein or fails to perform any other obligation under this Agreement, Contractor shall be in breach of this Agreement. In the event of a breach of this Agreement, the Owners shall have all remedies available per this Contract and pursuant to the laws of the State of Colorado.
- B. If mutually acceptable, the Parties may agree to first engage in mediation to resolve any dispute arising from or relating to this Agreement, the other Contract Documents, the Work or the Project. If mediation is agreed upon, the Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- C. If the Parties do not agree to mediate any disputes or mediation is unsuccessful, either Party may commence a civil action. Jurisdiction and venue for a civil action involving a dispute arising from or relating to this Agreement, the other Contract Documents, the Work, or the Project, shall lie exclusively in the District Court for Rio Blanco County. In any civil action, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

PART 10 - INSPECTIONS, CHANGE ORDERS AND CORRECTIONS TO THE WORK

- A. **Change Order.** The Contract Sum shall be changed only by written change order approved and signed by the Owners. Contractor shall submit any request for changes in writing, showing costs for materials, labor, equipment, or supplies, which may be subject to a 25% markup. No changes shall be made by Contractor until receiving prior written approval from the Owners.
- B. **Corrections to the Work.** The Contractor shall promptly correct Work that does not conform to the Contract Documents or, if not covered by the Contract Documents, best industry practices ("**Non-Conforming Work**") The Contractor shall pay all professional fees, and all other costs and expenses, of correcting Non-Conforming Work. The Owners may, in their sole discretion, choose to accept Non-Conforming Work by sending the Contractor written notice of its election to accept the Non-Conforming Work. If the Owners choose to accept Non-Conforming Work, the Contract Price shall be adjusted as appropriate and equitable, regardless of whether Final Settlement payment has been made to the Contractor.

PART 11 –COMPLETION AND FINAL SETTLEMENT

A. **Substantial Completion and Final Punch List.**

1. "**Substantial Completion**" of the Project shall be deemed to have occurred when the Work is sufficiently complete in accordance with the Contract Documents that the Owners can use the Work for its intended purpose. When the Contractor believes the Work is substantially complete, the Contractor shall meet with the Owners and Project Engineer to prepare a comprehensive list of items to be completed or corrected prior to Final Settlement ("**Final Punch List**"). Failure to include an item on the Final Punch List does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.
2. Upon Contractor's completion of the Final Punch List, the Owners, or their agent, will inspect the Work. If the inspection discloses any item, whether or not included on the proposed Final Punch

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List, that is not complete in accordance with the Contract Documents for the Owners to use the Work for its intended purpose, the Contractor shall, before issuance of Final Settlement, complete or correct such item upon notification by the Owners or the Owners' agent. The Contractor shall then submit a request for another inspection by the Owners to determine completion.

- B. **Final Settlement Payment.** Pursuant to C.R.S. § 38-26-107, the Owners shall provide public Notice of Final Settlement Payment, which shall occur at the time of determination of Substantial Completion. If a verified statement of claim is filed before or at the date and time of the Final Settlement Payment, the Owners shall withhold from the Final Settlement Payment sufficient funds to pay the claim until the claim is paid or withdrawn. The Owners' obligations thereafter shall be governed by C.R.S. § 38-26-107.

PART 12 – GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

- A. This Agreement and the other Contract Documents are not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Owners and their current and former directors, officers, employees, volunteers, representatives and agents under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
- B. The Contractor and its employees, agents and representatives shall indemnify, defend, and hold harmless the Owners and their current and former directors, officers, agents, employees, volunteers, representatives and agents from and against any loss, liability, damage, claim, cost or expense (including reasonable attorneys' fees, costs and expenses) of any kind or nature whatsoever arising from or relating to any intentional or negligent act or omission of the Contractor, or any subcontractor, vendor or supplier or other person or entity performing this Agreement, the other Contract Documents, the Work or the Project. The Owners have the right to select their legal counsel, even though the Contractor is solely responsible for the payment of the defense costs.

PART 13 - INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Owner that are lawfully authorized to do business in Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. workers' compensation insurance in the amount required by Colorado law;
 2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent consultants, products, and completed operations. The policy shall be endorsed to include the Owners and the Owners' officers, employees, and consultants as additional insureds. No additional insured

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endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. motor vehicle insurance in the amount of \$1,000,000 per occurrence.
- C. Contractor shall supply the Owners with a certificate of insurance prior to commencement of work and shall include a provision that the commercial general liability policy may not be cancelled, terminated, changed or modified without thirty (30) days' written notice to the Owner. In the event that the Contractor's insurance is cancelled, the Contractor shall provide ten (10) days' written notice to the Owners and with this notice shall provide updated insurance to the Owners with the limits specified herein.
- D. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Settlement payment and termination of any warranty coverage required. Certificates of insurance evidencing compliance with the foregoing requirements shall be provided to the Owners prior to commencement of the Work.

PART 14 – ADDITIONAL TERMS

- A. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, and successors. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- B. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be hand delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address previously furnished in writing to the other Party pursuant to this provision. A notice or communication sent by certified/registered mail is deemed given when deposited in the mail.

Owner
Town of Meeker
Attn: Town Administrator
345 Market Street
Meeker, CO 81641

Owner
ERBM Recreation & Park District
Attn: Executive Director
101 Ute Road
Meeker, CO 81641

Contractor

- C. Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in the Contract Documents are of the essence.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available at law or in equity.

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

ERBM Recreation and Park District

BY: _____
Printed Name/Title

Signature

DATE: _____

Town of Meeker

BY: _____
Printed Name/Title

Signature

DATE: _____

Contractor

BY: _____
Printed Name

Signature

DATE: _____