

FIXED PRICE AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Contract is between El Paso County, Texas, a political subdivision of the State of Texas (“Owner”) and Mirador Enterprises of El Paso, Texas (“Contractor”). This Contract shall be effective on the date the last party executed it.

This contract is for purchase and installation of a metal building at Ascarate Park (“the Project”).

The Parties further agree as follows:

1. DOCUMENTS INCORPORATED BY REFERENCE.

This Contract includes and incorporates:

- The plans, specifications, descriptions, and obligations described in **Exhibit 1** (except to the extent Exhibit 1 may be inconsistent with this Contract);
- A list of anticipated County holidays, attached as **Exhibit 2**;
- The County’s insurance requirements, attached as **Exhibit 3**;
- Prevailing wage rates, for Building Labor, attached as **Exhibit 4**;
- Prevailing wage rates, for Heavy Highway, attached as **Exhibit 5**;
- The County’s apprenticeship order, attached as **Exhibit 6**;
- The Contractor’s performance bond, attached as **Exhibit 7**; and
- The Contractor’s payment bond, attached as **Exhibit 8**.

All of these exhibits are incorporated by reference for all purposes. However, in the event of an irreconcilable conflict between an exhibit and this document, the language of this document shall govern. Examples of bonds acceptable to the County may be attached for the contractor’s convenience. However, it is of the essence of this contract that Contractor shall provide executed bonds which shall become part of this Contract.

2. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

(A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct and complete, the Project;

(B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;

(C) The Contractor has received, reviewed, and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found

them in all respects to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

3. OWNER'S REPRESENTATIVE

The Owner's representative is the Ms. Norma Rivera Palacios. Owner's Project Manager is Mr. Erick Hernandez.

Their office and mailing address is 800 E. Overland, Room 200, El Paso, Texas. The phone number is 915.546.2015; facsimile is 915.546.8194.

Owner has not designated an engineer for this project. Owner may do so at any time during the performance of this contract by providing written notice to Contractor.

3A. CONTRACTOR'S REPRESENTATIVE

Contractor's representative is Mr. Michael Hernandez, Project Manager. If Contractor elects to replace Mr. Hernandez as project manager, it shall notify owner within seven calendar days, in writing.

4. INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

(A) This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and it supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents;

(B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;

(C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;

(D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(E) The words "include", "included", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";

(F) The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a

material breach of this Contract.

(G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make-up this Contract, shop drawings, and other submittals and shall give written notice to the Owner and the Engineer of any conflict, ambiguity, error or omission which the contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the contractor's compliance with this Contract.

5. CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied, or reasonably inferable from this Contract including, but not limited to, the following:

(A) Delivery, installation, and construction (as necessary) of the Project;

(B) The furnishing of any required surety bonds and insurance;

(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, fuel, or additional light, required for construction and all necessary building permits and other permits required for the construction of the Project;

6. TIME FOR CONTRACTOR'S PERFORMANCE

(A) The Contractor shall commence the performance of this Contract within **30** days of the receipt of a notice to proceed from Owner's Representative (email is acceptable). The Contractor shall accomplish Substantial Completion of the Project on or before **90 consecutive working days** (any day that is a day ranging from Monday to Friday, excluding official County holidays (see Exhibit 10)) from the date of Notice to Proceed;

(B) The contractor shall pay the Owner the sum of **\$100.00** per day for each and every calendar day of unexecuted delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. **This amount is based on the cost of additional hours to compensate County project managers.** When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

(C) The term "Substantial Completion", as used herein, shall mean that point at which the Project

is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

(D) All limitations of time set forth herein are material and are of the essence of this Contract.

7. FIXED PRICE AND CONTRACT PAYMENTS

(A) The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price of **\$98,000**. The price set forth in this Subparagraph 7(A) shall constitute the Contract Price, which shall not be modified except by Change Order or Amendment in a writing executed by the Parties.

(B) Subject to the payment terms of this contract (including those as to timing and amount), any undisputed sum not paid when due shall bear interest calculated on an annual basis under Chapter 2251 of the Texas Government Code.

(C) Contractor may submit payment applications according to the following schedule:

- Payment Application No. 1 may be made upon commencement of the project in an amount not to exceed \$58,800 to pay for mobilization and materials;
- Payment Application No. 2 may be made upon substantial completion of the project in an amount not to exceed an aggregate total of \$93,100;
- Payment Application No. 3 may be made upon final completion of the project in an amount not to exceed an aggregate total of \$98,000.
- Total payments for the project may not, and must not, exceed \$98,000.

8. DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

(A) All work shall strictly conform to the requirements of this Contract;

(B) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

(C) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed

work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

(D) The Contractor shall obtain and pay for all required permits, fees, and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;

(E) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash, and excess materials or equipment;

(F) At all times relevant to this Contract, the Contract shall permit the Owner and the Engineer to enter upon the Project site and to review or inspect the work without formality or other procedure.

(G) The Contractor shall at all times carry out its contractual duties in compliance with all federal, state, and local laws, rules, regulations, and orders. The Contractor shall comply at all times with all applicable federal, state, and local agency guidelines and recommendations relating to employee and community health and safety, including but not limited to, recommendations and guidelines promulgated by the Occupational Safety and Health Administration (OSHA), the Centers for Disease Control and Prevention (CDC), the Texas Department of State Health Services, and the City of El Paso Health Authority. The County has the right to inspect the Contractor's performance at any time without advance notice. If the County, in its sole determination, determines the Contractor, or any of its subcontractors or agents, is not performing its duties in compliance with this Subparagraph 8(G), the County may, in addition to exercising any or all other rights and remedies available to it, terminate this Contract for cause as detailed in this Agreement.

9. INDEMNITY

THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSES, IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OF THIS CONTRACT, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THEREFROM, TO THE EXTENT CAUSED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE OWNER.

10. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

(A) In the event that the Contractor covers, conceals or obscures its work in violation of this

Contract or in violation of a directive from the Owner or the Engineer, such work shall be uncovered and displayed for the Owner's or Engineer's inspection upon request, and shall be reworked at no cost in time or money to the Owner;

(B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 10(A) above, it shall, if directed by the Owner or the Engineer, be uncovered and displayed for the Owner or Engineer's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;

(C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Engineer as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;

(D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner;

(E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

11. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

(A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to **90** calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

(B) In the event the Owner directs a suspension of performance under this Paragraph 11, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (1) Demobilization and remobilization, including such costs paid to subcontractors;
- (2) Preserving and protecting work in place;
- (3) Storage of materials or equipment purchased for the Project, including insurance thereon;

- (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

12. TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

(A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the contractor to assign the contractor's right, title, and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:

- (1) The Contractor shall submit a termination claim to the Owner and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
- (2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- (3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - (a) Contract prices for labor, materials, equipment, and other services accepted under this Contract;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contractor would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 12(B) and it is subsequently determined by Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12(A), and the provisions of Subparagraph 12(A) shall apply.

13. INSURANCE

The Contractor shall have and maintain insurance in accordance with the requirements of **Exhibit "3"** attached hereto and incorporated herein by reference.

14. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

15. PREVAILING WAGE RATES AND APPRENTICESHIP PROGRAM

(A) The Contractor is aware that and hereby agrees that not less than the El Paso County prevailing wage rates adopted by the El Paso County Commissioners Court for Highway/Heavy Construction and for Building Construction Trades in effect on the date of this Contract shall be paid to all workers on the Project . A copy of the Prevailing Wage Rates for Building and a copy of the Definitions for Building Labor Classifications are attached hereto as **Exhibit 4** and Prevailing

Wage Rates for Heavy / Highway and a copy of the Definitions for Heavy / Highway Labor Classifications are attached as **Exhibits 5**, and **Exhibits 4 and 5** are incorporated herein by reference and are a part of this contract for all purposes.

(B) Contractor agrees to comply with Tex. Gov't Code Sections 2258.001 through 2258.058 and acknowledges that it understands that it will pay to the Owner the sum specified in Tex. Gov't Code Section 2258.023, as amended, (presently \$60.00 per day or part of a day, per worker), in the event a worker is paid less than said prevailing wage rates set forth in this contract.

(C) The Contractor agrees to keep records showing the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work and the actual per diem wages paid to each worker. The Contractor further agrees that such records shall be open at all reasonable hours to inspection by the County through its officers and agents.

(D) Contractor agrees to comply with the County's Apprenticeship Program requirement for each apprenticeship trade specified by the County, according to the requirements of the County's adopted apprenticeship program as more specifically described in **Exhibit 6**, which Exhibit is incorporated herein by reference thereto and made a part of this contract for all purposes.

(E) The Contractor shall post the prevailing wage rate schedules and prevailing wage rate definitions made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Owner's Representative, the Director of Public Works, regarding Prevailing Wage Rates and the County Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rate schedules.

(F) Upon a determination by the County that there is good cause to believe that a contractor has violated Chapter 2258 of the Texas Local Government Code, including the County's requirement to maintain specified Apprenticeship Programs, the County shall withhold any amount due under the contract, up to and including the entire contract price, which the Commissioners Court or its agent, in the exercise of reasonable discretion, determines is sufficient to 1) cover the costs to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the prevailing wage rate and 2) cover the costs of penalties under Section 2258.023 and 3) to ensure compliance with Chapter 2258 for the duration of the project.

(G) Payroll Records: At the time the Contractor submits its applications for progress payments to the project Engineer, the Contractor shall provide a certified payroll for all employees during the period of that pay request.

(H) No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint or instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the prevailing wage rate laws, the apprenticeship program or the provisions of this contract.

(I) The Contractor and subcontractors shall allow expeditious jobsite entry by the Owner, and its designees, agents and representatives displaying and presenting proper identification credentials to the jobsite superintendent or his/her representative. While on the jobsite the Owner and its designees, engineers, agents and representatives shall observe all jobsite rules and regulations concerning safety, internal security, and fire prevention. The Contractor and subcontractors shall allow project employees to be interviewed at random for a reasonable duration by the Owner and its designees, agents and representatives to facilitate compliance determinations regarding the prevailing wage rate payment provisions and apprenticeship program provisions of this contract.

(J) In the event a particular work element of the project calls for a certain employee classification and skill that is not listed in the prevailing wage rate schedules in the contract, the Contractor shall notify the Owner's Representative, the Director of Public Works, who shall investigate the matter and make a recommendation to the Commissioners Court to make a special wage rate determination as required.

(K) In accordance with the Order of the Commissioners Court of El Paso County Regarding Apprenticeship Program Requirements adopted in 2008, a copy of which is attached hereto as part of **Exhibit 6**, the Contractor and all subcontractors must comply with the following:

1. must sponsor or participate in a DOL certified apprenticeship program for all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations;
2. must hire registered apprentices enrolled in a DOL certified apprenticeship program;
3. may not substitute helpers or unregistered apprentices to perform apprentice level work in place of registered apprentices;
4. must pay wage rates and benefits package for apprentices as determined by the apprenticeship program/DOL;
5. must comply with DOL requirements for the ratio of apprentices to journeymen;
6. must hire apprentices in all job classifications utilized on the project and which are "apprenticeable occupations" as defined by DOL regulations, unless such placement would not be approved by the apprenticeship program.

(L) The Contractor shall provide the names of all apprentices on the project, verification of their status as registered apprentices, and documentation as to their proper wage rates and journeyman to apprentice ratios as determined by the apprenticeship program.

(M) The County reserves the right to terminate this Contract for cause if the Contractor and/or subcontractors shall breach any of these provisions regarding the payment of prevailing wages or the apprenticeship program.

(N) The Contractor shall cause these and any other appropriate prevailing wage rate and

apprenticeship program provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to the same prevailing wage rate and apprenticeship program provisions as are applicable to the Contractor.

(O) The Contractor shall verify that all persons working on this Project, whether Contractor's employees or subcontractor's employees have valid work permits issued by the United States government. Contractor shall maintain copies of work documentation in his office, available for inspection during normal working hours for all employees working on this site.

16. APPLICABLE LAW

The law is hereby agreed to be the law of the State of Texas and venue shall lie in El Paso County, Texas.

17. SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

18. FORCE MAJEURE

A Force Majeure Event is an unpredictable or unanticipated event that makes a Party's further performance under this agreement impossible. A Force Majeure Event means an Act of God; an epidemic, pandemic, or other natural disaster declared by a governmental authority with appropriate jurisdiction over the matter; governmental rules, regulations, or orders issued in response to an epidemic, pandemic, or natural disaster; civil disorder, disturbances, riots, or war; utility-related closings; or any similar event beyond the reasonable control of such Party. **Contractor acknowledges the County Judge's authority to issue a disaster declaration under Texas law and waives any conflict of interest.**

The non-performing Party must give reasonably prompt written notice, to the other Party, of its inability to perform due to a Force Majeure Event, and such notice shall state the event and reason for such non-performance. Notwithstanding any provision to the contrary in this Contract, when an inability to perform has been declared under this paragraph, Contractor shall immediately cease performance of the Project. Each Party is responsible for its own demobilization and storage costs under this provision. The County is only liable for payment for Contractor's satisfactory performance completed up to the date of written notice. This paragraph shall survive termination of the Contract.

CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT HAS READ THIS ENTIRE CONTRACT, INCLUDING (WITHOUT LIMITATION) THIS PROVISION, AND HAS TAKEN APPROPRIATE MEASURES, AT ITS OWN EXPENSE, TO MITIGATE ITS OWN FINANCIAL RISKS UNDER THIS CONTRACT. SUCH MITIGATION MAY INCLUDE (BY WAY OF EXAMPLE ONLY) THE PROCUREMENT OF A POLICY OF INSURANCE THAT

MITIGATES CONTRACTOR'S RISK OF A FORCE MAJEURE EVENT AS DEFINED ABOVE.

In witness whereof, this agreement is entered into on this the ____ day of _____, 2020.

OWNER – THE COUNTY OF EL PASO

By _____
Ricardo A. Samaniego, County Judge

Norma Rivera-Palacios
El Paso County Director of Public Works

CONTRACTOR – MIRADOR ENTERPRISES

By _____

Printed Name

Title

Date

Approved as to form only:

//S//

Kevin McCary
Assistant County Attorney