

**MESA COUNTY
CONTRACT FOR CONSTRUCTION SERVICES**

This Contract, entered into this 29th day of October, 2024, by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and FCI Constructors, Inc ("Contractor" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed \$3,627,851.00. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.
3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Dan Adams / Gideon Bullock unless otherwise designated in writing.
4. Contract Administrator for the Contractor is John Lupfer.
5. The term of this Contract shall be from date of execution to August 31, 2025 (or as extended herein).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical

papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to immediate termination by the County in the even the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

9. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: _____
Bobbie Daniel, Chair

Attest:

Clerk & Recorder

CONTRACTOR
FCI CONSTRUCTORS, INC

By:  _____
Shane Haas, President

EXHIBIT A
SCOPE OF WORK

The scope of work are identified in the attached solicitation document, RFP 2427-KY, including any/all addendums, as well as contractors proposal and are included with this contract from this point forward.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor is to submit a monthly Application for Payment for work completed and for materials stored on site or in a bonded facility. County may withhold from any payments due to Contractor, to such extent as may be necessary to protect County from loss. (See Exhibit D Section 16 County's Right to Withhold Payment)

Application for Payment must include documentation detailing work completed for the period beginning on the first (1st) of the month through and including the twenty-fifth (25th) of the month for payment by the fifteenth (15th) of the following month. All Applications for Payment must be on AIA Form G702, dated and have an invoice number. A lien release waiver must be included from the Contractor, suppliers, and others, who may be entitled to assert a lien on the project or work, for the period of time covered in the immediately preceding Application for Payment. Contractor is advised that no exceptions to this provision will be made, and any Application for Payment not accompanied by proper lien waivers will be cause for the immediate rejection of the Application for Payment. Once approved by the Contract Administrator, the invoice will be submitted for payment. (See Exhibit D Section 17 Application for Payment)

A five percent (5%) retainage amount must be deducted on all invoices, when the contract is over \$150,000. When the project is completed and approved, Mesa County will advertise for a minimum of thirty (30) days for any possible liens requested prior to releasing retainage. (See Exhibit D Section 18 Retainage)

The Contract Sum and Contract Time may be changed only by change order. No extra work or change in the Work shall be made unless by a written Change Order or Construction Change Directive. No claim for any change to the Contract Sum or Contract Time shall be valid unless so ordered. A Change Order signed by Contractor conclusively establishes Contractor's full and complete agreement therewith, including any adjustment in the Contract Sum and Contract Time or the method of determining them, and that the same constitutes the full and complete settlement and resolution of the subject of the Change Order. The amount of any adjustment for any items deleted from the Work shall be estimated at the time it is authorized to be deleted, and the agreed adjustment shall be deducted from subsequent monthly Applications for Payment. (See Exhibit D Section 25 Change Orders)

Before County shall accept the Work and publish a Notice of Final Settlement, and before final payment of any remaining retained percentage, if applicable, shall become due, Contractor shall deliver to County all applicable documents reflected in Exhibit D Section 27 Closeout Documents)

EXHIBIT C

MESA COUNTY CONSTRUCTION SERVICES CONTRACT INSURANCE REQUIREMENTS

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by County's Contract Administrator.

2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to County, with a copy to County's Contract Administrator, immediately upon request.

3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice, County and County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as cancellation, non-renewal, or reduction in coverage or alteration of coverage.

4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, C.R.S., as amended.

5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.

6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- A. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.
- B. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must either:
 - 1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract.

OR

- 2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- C. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County Board of County Commissioners, and Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by County. Items listed below, which have been marked with an "X" are required of Contractor by County as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your
Initial

X (if applicable)

___ ___ PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

___ ___ EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

JA X BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

JA X PERFORMANCE BONDS. Performance Bond in the amount of 100% of the project contract, if the project is over \$50,000.00. Bond must be provided within 7 calendar days of contract award date.

___ ___ Other insurance as required. If other insurance is required, it will be included and referred to as "EXHIBIT E."

EXHIBIT D

MESA COUNTY CONSTRUCTION SERVICES AGREEMENT STANDARD CONDITIONS

1. Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

2. The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.

3. In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an Independent Contractor with the authority to control and direct the performance and details of its work, the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

4. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

5. This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.

6. County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this

Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.

9. This Contract is and shall be deemed to be performable in Mesa County and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

12. This Contract constitutes the entire agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

13. Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.

14. The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as require.

15. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or

otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

16. COUNTY'S RIGHT TO WITHHOLD PAYMENT: County may withhold from any payments due to Contractor, to such extent as may be necessary to protect County from loss because of:

- A. Defective work not remedied;
- B. Claims filed by third parties or reasonable evidence indicating probable filing of such claims attributable to fault on the part of Contractor or any of its subcontractors of any tier, or suppliers;
- C. Contractor's failure to make payments properly to subcontractors, suppliers, or others performing portions of the Work or furnishing materials, equipment, or other services;
- D. A reasonable doubt that this Contract can be completed for the unpaid balance of the Contract Sum;
- E. Damage to the County or any separate subcontractor(s);
- F. Reasonable evidence that the Work will not be completed within the Contract Time;
- G. Failure to carry out the Work in accordance with the Contract;
- H. Contractor's failure to obtain necessary permits or licenses, or to comply with applicable codes, laws, and regulations;
- I. Failure of Contractor to keep its work progressing in accordance with the Construction Schedule;
- J. Contractor's failure to provide for proper superintendence on the site.
- K. Materials acquired by Contractor which are not on-site, or stored in a bonded warehouse.

17. APPLICATION FOR PAYMENT: Contractor shall submit the Application For Payment on AIA Form G702 for the period beginning on the first (1st) of the month through and including the twenty-fifth (25th) of the month for payment by the fifteenth (15th) of the following month. Contractor shall accompany all Applications for Payment with its valid lien waiver for the period of time covered by the Application for Payment, and except for the first Application for Payment, with valid lien waivers from all subcontractors, suppliers, and others, who may be entitled to assert a lien on the project or work, for the period of time covered in the immediately preceding Application for Payment. Contractor is advised that no exceptions to this provision will be made, and any Application for Payment not accompanied by proper lien waivers will be cause for the immediate rejection of the Application for Payment. Prior to or at the time of submitting the first Application for Payment, Contractor must provide County with a Colorado Department of Revenue Exemption Certificate for tax exemption purposes, if applicable.

18. RETAINAGE: Pursuant to C.R.S. 24-91-103, as amended, County, if awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration or repair of any highway, public building, public work, or public improvement, structure, or system, including

real property, shall be authorized to make partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing under the contract. County shall pay at least ninety-five percent of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is satisfactorily and finally accepted by County. County may, at its sole discretion, reduce or eliminate the retainage when it appears that such retainage is not necessary to adequately protect County. Any reduction or elimination of the retainage shall be with the approval of Contractor's sureties, if any.

Upon completion of the Work, and prior to the payment of the retainage, if any, County shall publish in a newspaper published in Mesa County, a Notice of Contractor's Settlement, which Notice shall state the Work has been completed and accepted and that Contractor is entitled to final settlement and that upon thirty (30) days notice following the date of publication, specifying the exact date, County will pay the full balance due as final payment, and that persons having claims for labor or materials furnished Contractor shall present the same to County prior to said date specified for such payment.

Nothing contained herein shall be construed as relieving Contractor and sureties, if any, from any claim or claims for work or labor done or materials or supplies furnished in the execution of this Contract.

19. **PROPERTY OF COUNTY:** All drawings, specifications, reports, models, and other materials and copies thereof including electronic media prepared and furnished to or by Contractor are and shall be and remain the property of County, whether the Project for which they are made be executed or not. With the exception of one (1) contract set and one (1) as-built set for Contractor, such documents are to be returned or suitably accounted for to County on request at the completion of the project or Work. All of the preceding documents may be used by the County in whole or in part, or in modified form for all purposes County may deem advisable in connection with the completion, maintenance of and additions to the Project, without further employment of or payment of any compensation to Contractor.

20. **TIME FOR PERFORMANCE:** Contractor's services shall commence upon the execution of this Contract. Contractor understands and agrees that time is of the essence with respect to its performance of all of its obligations hereunder. Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall prepare and submit to County, a Construction Schedule for the Work, which shall provide for the expeditious and practicable execution of the Work.

21. **TERMINATION OR EXPIRATION:** Upon termination or expiration of this Contract, Contractor shall immediately cease work, and deliver to the County all keys and copies of any documents, papers, calculations, notes, reports, electronic disks or any other technical papers which have been prepared by Contractor under the terms of this Contract. This shall include delivery of and title to all materials and supplies paid for but not installed in the Project whether stored on or off the site.

22. **CONTRACT AMENDMENTS:** Contractor agrees that it shall not reasonably withhold its consent to any amendments or modifications to this Contract as may be requested by County. All amendments shall be in the form of a written instrument.

23. **CONFLICT OF INTEREST:** No subcontractor or sub-subcontractor shall be engaged to perform work on the project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the project; provided, however, that in unusual circumstances and with full disclosure to County of such interest, County may permit a waiver, in writing, with respect to the particular subcontractor or sub-subcontractor.

24. **REJECTION AND CORRECTION OF WORK:** The Contract Administrator for County shall, in the first instance, be the judge of the performance of Contractor, its subcontractors of all tiers, and its suppliers, as it relates to compliance with the Contract Documents and quality of workmanship and material. Should any defective work or material be discovered by County during the progress of the Project, or should reasonable doubt arise as to whether certain material or work is in accordance with this Contract, the value of such defective or questionable material or work shall not be included in any Application for Payment, or if previously included, shall be deducted by Contractor in its next Application for Payment.

The Contract Administrator for County will have authority to reject work which does not conform to the Contract Documents. Any defective material or workmanship may be rejected by County's Contract Administrator at any time before the final completion of the Work, even though the same may have been previously overlooked and approved for payment.

The Contractor shall promptly and no later than ten (10) days after the date of written notice from County's Contract Administrator rejecting such work, proceed at Contractor's expense, to correct, replace, and re-execute, all defective work, whether or not fabricated, installed or completed, or if so required, remove it from the site and replace it with work which conforms to the requirements of the Contract Documents.

If Contractor fails to correct, replace, or re-execute any defective work within the ten (10) days set forth above or persistently fails to carry out the Work in accordance with the Contract Documents, County may correct and remedy any such deficiency. Contractor shall be responsible to County for and shall bear all applicable direct, indirect, and consequential costs and damages attributable thereto, including but not limited to all fees and charges of any professionals made necessary thereby, all costs of repair and replacement of work of County and others including separate contractor(s) destroyed or damaged by correction, all costs of removal or replacement of Contractor's defective Work, any delay or liquidated damages, together with such other damages which County may suffer, and an appropriate Change Order shall be issued deducting both sums from the payments then and thereafter due Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to County.

25. **CHANGE ORDERS:** County, without invalidating this Contract and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting

from the Work, and the Contract Sum and Contract Time, shall be adjusted as appropriate. The Contract Sum and Contract Time may be changed only by change order. No extra work or change in the Work shall be made unless by a written Change Order or Construction Change Directive. No claim for any change to the Contract Sum or Contract Time shall be valid unless so ordered.

A Change Order signed by Contractor conclusively establishes Contractor's full and complete agreement therewith, including any adjustment in the Contract Sum and Contract Time or the method of determining them, and that the same constitutes the full and complete settlement and resolution of the subject of the Change Order.

The amount of any adjustment for any items deleted from the Work shall be estimated at the time it is authorized to be deleted, and the agreed adjustment shall be deducted from subsequent monthly Applications for Payment.

When both additions and deletions are involved in a Change Order and Contractor is entitled to an adjustment to the Contract Sum, the adjustment shall be figured on the basis of net increase or decrease, if any, with respect to that Change Order.

26. CLEAN-UP: Contractor shall at all times keep the building(s) and site free from all surplus material and all waste material, dirt, and rubbish caused by its performance of the Work, including but not limited to its subcontractors of all tiers, and suppliers. Contractor shall, immediately prior to final completion of the Work, remove all tools, equipment, scaffolding, trailers, temporary facilities, and effects of Contractor's operations, and shall leave the Work thoroughly clean as may be necessary to make the building and site ready for occupancy.

27. CLOSEOUT DOCUMENTATION: Before County shall accept the Work and publish a Notice of Final Settlement, and before final payment of any remaining retained percentage shall become due, Contractor shall deliver to County:

- A. All guarantees and warranties required by the Project;
- B. Statements to support local sales and use tax refunds;
- C. Two (2) complete sets of any required operations and maintenance manuals and instructions for installed equipment, (if applicable). Electronic copies are preferred;
- D. One (1) set of PDF electronic version as-built drawings with one (1) as a sepia of each sheet and the other as a red-lined copy of each sheet;
- E. To the extent not already furnished, one (1) PDF electronic copies of all corrected Shop Drawings (if applicable);
- F. A complete and final waiver and/or release of any and all lien rights and lien waivers from each subcontractor of all tiers, material men, supplier, manufacturer, and dealer, for all labor, equipment, material, and all other items used or furnished by each on the Work. If any subcontractor, material man, supplier, or other, refused to furnish a waiver or release required by County, County shall be entitled to retain out of the Contract Sum a sum of money sufficient to protect County against such lien or potential lien, or Contractor may furnish a bond satisfactory to County;
- G. All keys, manuals, and maintenance stocks to County; and

H. Consent of the surety to final payment.

28. WAIVER OF BREACH: No waiver of any breach of this Contract shall be held to be a waiver of any other breach. The invalidity of any one or more of the covenants, phrases, sentences, clauses, or provisions of this Contract or any part thereof; and in the event any one of the same shall be declared invalid, this Contract shall be construed as if such invalid portion had not been inserted provided the same does not work a substantial injustice.

29. CONFLICTS WITHIN DRAWINGS, PROJECT MANUAL AND/OR CONTRACT: The information shown on the Drawings and/or given in the Project Manual is believed to be accurate, but the accuracy is not guaranteed by County. In the case of a disagreement between the Drawings, the Project Manual and/or this Contract, the more restrictive provision and the better quality or greater quantity of work shall govern and shall be included in the work and in the Contract.

30. BONDS: The Contractor shall a 100% for performance, materials, and labor.

31. FORCE MAJEURE: Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.