

EXHIBIT B

CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR  
CONSTRUCTION OF EXHIBIT CENTER COMMUNITY CENTER BUILDING ADDITION  
AT LOGAN COUNTY FAIRGROUNDS

(Sample)

This Contract is entered into this — day of March, 2023, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the “Owner,” and (CONTRACTOR), hereinafter called the “Contractor.”

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**1. Scope of Work.**

The Contractor shall furnish all the materials and perform all of the work necessary for the construction of a 100'x80' steel building addition to the Logan County Fairgrounds Exhibit Center at the Logan County Fairgrounds, Sterling, CO, all as more fully described in the Request for Qualifications, the Contractor’s Proposal, Drawings, Plans and Specifications, attached hereto as Exhibit A and fully incorporated herein, consisting of \_\_\_ pages, and shall do everything required by this Contract, the Request for Qualifications, the Contractor’s Proposal, and the Drawings, Plans and Specifications. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work.

Unless otherwise agreed, all materials will be new and of good quality. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Request for Qualifications, the Contractor’s Proposal, and the Drawings, Plans and Specifications, except as otherwise determined by an approved change order.

**2. Time of Completion.** The work to be performed under this Contract shall be commenced as soon as practicable after execution of this Contract, and in no event later than June 1, 2023, and shall be substantially completed on or before (DATE). Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon

between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from time to time from current periodical estimates; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

4. **Progress Payments.** The Owner shall make an initial payment of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) upon execution of this Contract and additional payments on account of the contract based upon applications for payment submitted to the Owner as provided below. The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an application for payment is received by the Owner not later than the First day of a month, the Owner shall make payment to the Contractor not later than the Fifth day of the same month. If an application for payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than Five (5) days after the Owner receives the application for payment.

The Owner shall make partial progress payments on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by the contract.

5. **Final Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the remaining balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to

prompt payment of any remaining balance due.

**6. Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**7. Failure to Pay Contractor.** The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sum within three (3) days of the date fixed for payment. The Owner must then pay for all work which has been completed, together with Contractor's reasonable profits and damages.

**8. Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner

**9. Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

**10. Compliance with Laws.** The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.

**11. Modification of Agreement.** This Contract can only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

**12. Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Request for Qualification, The Contractor's Proposal, and the Drawings, Plans and Specifications, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Request for Qualifications, the Contractor's Proposal, or the Plans, Drawings and Specifications, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The

Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

13. **No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

14. **Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

15. **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Request for Qualifications, the Contractor's Proposal, or the Plans, Drawings and Specifications, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Request for Qualifications, the Contractor's Proposal, and the Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

16. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

This Agreement is entered into as of the day and year first written above.

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
(Printed name and title)