

EXHIBIT B-1
Paving Machine Terms of Use

Contractor shall provide the following equipment to County for County's use in the Project:

[insert description of paving machine..... the "Paving Machine"].

On _____ [insert date], County will take possession of the Paving Machine. Upon County's receipt thereof, County will have sole possession and control of the Paving Machine for a period of [approximately two weeks], at which time County will haul the Paving Machine to a location, within Eagle County, Colorado, designated by Contractor.

County will be responsible for normal, day-to-day maintenance of the Paving Machine, such as fuel, grease, and diesel exhaust fluid. County may keep and store the Paving Machine at such location as determined by County in its sole discretion. Contractor will be responsible for all other maintenance and for all repairs and replacements, unless County elects to perform such maintenance or repair or replacement and charge the cost thereof to Contractor. In no event shall County be responsible for any normal wear and tear to the Paving Machine.

Contractor warrants and represents that upon delivery to County, the Paving Machine shall be in good working order and capable of being operated to perform the Work.