

CRACK SEALING CONSTRUCTION CONTRACT

This agreement made and entered into in duplicate the 30th day of March, 2022, by and between the County of Cuming, State of Nebraska, hereinafter referred to as County, and _____ hereinafter referred to as Contractor.

Now, therefore, in consideration of the mutual promises, covenants and benefits by and between the parties, it is hereby agreed as follows:

- 1) That for and in consideration of the price for crack sealing, said price as set forth in the attached Exhibit "A" and incorporated herein by reference, County hereby agrees to pay Contractor the price as set forth in Exhibit "A", and Contractor hereby agrees to blow out, clean, seal and squeegee all cracks as set forth in Exhibit "A" and to the full satisfaction of County.
- 2) That such crack sealing work ordered by County shall be furnished and completed by Contractor within _____ days from date of this contract.
- 3) That due notice shall be given to County by Contractor when Contractor is about to commence the work in order that County may provide for the inspection of labor to be performed and, unless otherwise specially provided, that the person designated by motion of the Board of Supervisors of Cuming County from time to time shall be authorized to act for and on behalf of County with respect to matters arising under this agreement at all times when the Board of Supervisors of said County is not in official session.
- 4) Contractor shall indemnify and hold harmless County and all its representatives from any and all suits, actions, claims, demands, loss or liability resulting from the injury to, or death of any person or persons, or injury to the property of any person, occurring after execution of this agreement and related in any way to the work to be performed hereunder, or resulting from any condition or the conduct of the Contractor, Contractor's agents, employees or other representatives, or resulting from any claims or amounts arising or recovered under the worker's compensation laws. Contractor shall be responsible for all damages or injury to persons or property of any character during the erection or construction of any project resulting from any act, omission, negligence or misconduct, inclusive but not limited to the manner or method of execution said work, of or non-erection of or defective work or at any time said responsibility absolutely shall continue until the roadway or project shall have been completed and accepted by County.
- 5) Payment by County shall be made only on completed project upon proper filing of sworn statement by Contractor and such payment shall become due and payable to Contractor at the first regular meeting of the Board of Supervisors of County after the completion of work and acceptance by County.
- 6) Contractor shall not begin work under this contract until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.
 - A. Workers' Compensation and Employers Liability Insurance
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be included as an additional insured on the insurance coverage required under this section.

D. Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this contract, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

E. Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-.

Upon request of the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this subsection.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County of any deviations from the minimum requirements presented in this section.

- 7) Contractor shall comply with and continue to comply with all fair labor standards in the pursuit of his business and in the execution of this agreement.
- 8) Contractor shall provide and pay for all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for completion of the work as described in the bid attached hereto as Exhibit "A". All materials furnished by Contractor shall be new and, if required by County, Contractor will furnish satisfactory evidence as to the kind and quality of materials to be used.
- 9) Contractor shall keep the construction premises free from accumulations of waste, materials, rubbish and other debris resulting from the work, and at completion of the work, shall remove and dispose of all waste materials, spoils, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and return the site to the pre-construction appearance.
- 10) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss. Contractor is responsible for contacting Diggers Hotline/One Call Center for location of any buried utilities and ensuring they are relocated or marked prior to commencing work. Contractor is responsible for damage repair costs to any utilities as a result of contractor's construction activities.
- 11) Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

This contract shall be binding upon the heirs, personal representatives and assigns of the respective parties hereto.

In witness whereof, the parties hereto have set their hands the day and year first above written.

Board of Supervisors, Chairman

Contractor

Address

Clerk

WITNESS