The Cuming County Board of Supervisors will open sealed bids on March 30, 2022, at 1:45 p.m., in the Supervisors Meeting Room, Cuming County Courthouse, West Point, Nebraska, for gravel for the 2022 construction year.

Each bid shall be submitted in a sealed envelope to the Cuming County Clerk, 200 S Lincoln, Room 100, West Point, Nebraska, and marked "bid for gravel". Each bid shall be accompanied with a certified check in the amount of $500.00 made payable to the Cuming County Treasurer, which shall guarantee good faith on the part of the bidder. Cuming County will retain this until all specifications and shipments have been completed to the satisfaction of the Cuming County Board.

The Board of Supervisors of Cuming County reserves the right to waive any irregularities in said proposal prior to entering into contract and further reserves the right to reject any or all bids.

This agreement WITNESSETH:

That the Contractor has sold and the County has bought road gravel to be placed by the Contractor as directed by the County, its officers and agents, upon roads in Cuming County, Nebraska, or loaded on county trucks on the following terms and conditions:

The material shall be weighed in the vehicle on a State inspected and approved scale and subject to inspection as to quantity and quality. Material shall be taken from stockpiles.

Material Requirements:

Gravel for surfacing will conform to the State of Nebraska Department of Roads 1985 Standard Specifications for Highway Construction Section 401.02 & 401.06 & 401.07.

The vehicles at all times must maintain an orderly procession in single line either way on surface of roadway to prevent undue damage to the prepared subgrade and to permit an uninterrupted and continuous use of the highway by traffic.

Methods of Payment:

The gravel shall be paid for by actual weight of the material placed on the roadway as directed or loaded on county trucks upon receipt and processing of claims in the proper manner.

General Stipulations:

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. <u>Workers' Compensation and Employers Liability Insurance</u>
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. <u>Commercial General Liability Insurance</u>
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 form bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $500,000 each occurrence. If the coverage contains a general aggregate such limit shall not be less than $1,000,000. The

products/completed operations limit shall not be less than $1,000,000. 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
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.

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.

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

Contractor shall indemnify and hold harmless County and all it 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 project shall have been completed and accepted by County.

Cuming County Gravel Bid Form

The quantity of gravel furnished hereunder shall be paid for upon completion of the procedure as herein set forth at the following rates:

North ½ Cuming County $ _____ per ton FOB

$ _____ per ton delivered to any county road in N ½

South ½ Cuming County $ _____ per ton FOB

$ _____ per ton delivered to any county road in S ½

This agreement made and entered into this 30th day of March 2022 by and between Cuming County, Nebraska hereinafter called Buyer, and _____, called Seller.

_____ _____

Seller - Gravel Company Signature and Title

_____

Chairman, Cuming County Supervisors

_____

Cuming County Clerk