

Original Copies to: Contractor
County Clerk
County Agency

CONTRACT DOCUMENTS

LANCASTER COUNTY

N E B R A S K A

For

Spec.07-238

Project No:08-04

Asphaltic Concrete Paving

“Contractor”

“Address”

“CSZ”

**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of _____ 2007, by and between _____, hereinafter called the **Contractor**, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the **County**.

WHEREAS, the County has caused to be prepared in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described and has caused to be published an advertisement for and in connection with said Work, to-wit: **Spec.# 07-238 , Project No. 08-04 Asphaltic Concrete Paving**; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the **Contractor** to be the lowest responsible bidder for the said Work for the sum or sums named in the **Contractor's** Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the **Contractor** and the mutual covenants herein contained, the **Contractor** and the County hereby agree as follows:

1. The **Contractor** agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all Work included in and covered by the **County's** award of this Contract to the **Contractor**, such award being based on the acceptance by the County of the **Contractor's** Proposal.
2. The **County** agrees to pay the **Contractor** for the performance of the Work embraced in this Contract and the **Contractor** agrees to accept as full compensation therefor, the following sums for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the **County** in the sum of: _____ Dollars and _____ /100 (\$ _____).
3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the **Contractor** shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The **Contractor** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. To the extent permitted by law, the **County** relinquishes control of the construction site to the **Contractor** and its subcontractors during the period of construction. The construction, placement of barricades, and posting of warning signs in the area of construction will be the responsibility of the **Contractor**. This shall include the placement of construction equipment and any obstacles which are created as a result of the construction project. The placement of barricades and warning signs shall be in compliance with the Manual on Uniform Control Devices and the 1997 English Edition of the Standard Specifications of Highway Construction and the Supplemental Specifications dated July 12, 2001, of the State of Nebraska. To the extent permitted by law, the **Contractor** expressly accepts control of the construction site, such control shall include, but not be limited to, barricades, signs, road crossings, warning signs, construction equipment and any obstacles created during construction of the project.
5. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the **Contractor** shall not be deemed to be employees of the **County** and employees of the **County** shall not be deemed to be employees of the **Contractor**. The **Contractor** and the **County** shall be responsible to their respective employees for all salary and benefits. Neither the **Contractor's** employees nor the **County's** employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. **Contractor** shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
6. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
7. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall commence on or before September 24, 2007 (*or upon notice to proceed by the County*) and shall be completed on or before November 9, 2007 (*or within 47 calendar days*).
8. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
9. **GUARANTEE:** A Performance and Labor and Material Payment Bond in the full amount of the Contract shall be required for all construction contracts.

10. This Contract Agreement, along with the following supplemental contract documents, attached hereto and incorporated by this reference, form this Contract:

1. General Instructions to Bidders
2. Supplemental Instructions to Bidders
3. Map
4. Accepted Proposal of Contractor
5. Specifications
6. Special Provisions
7. Barricade and Detour Plans
8. Performance and Labor and Material Payment Bond
9. Purchasing Agent Appointment
10. Nebraska Resale or Exempt Sale Certificate
11. Tax Assessment Form
12. Insurance Certificate

The **Contractor** and the **County** hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the **Contractor** and the **County** do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

BY THE BOARD OF COUNTY COMMISSIONERS OF
LANCASTER
COUNTY, NEBRASKA

County Clerk

Contract and Bond Approved as to Form
this _____ day of _____, 2007

Deputy County Attorney

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

(Address)

(SEAL)
Secretary

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature