

2023-2

## CONTRACT

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of January, 2023 by and between Keith County, Nebraska, herein known as COUNTY, and DOUBLE X ENTERPRISES and CHARLES BERRY, herein known as contractors located at Lemoyne in Keith County shall be as follows:

## WITNESSETH

WHEREAS, CONTRACTORS are desirous of entering into a contract with the COUNTY for cleaning roads after periods of heavy snowfall and hauling dirt to pot holes created by heavy traffic.


THEREFORE, and in consideration of the mutual covenants contained herein and each of the parties intending to be legally bound hereby, it is agreed as follows:

1. The roads are BERRY ROAD, NORTH from Lemoyne Nebraska to the Calvin Berry residence, and BERRY ROAD, EAST from Charles Berry residence to Highway 61. This includes the mail route from Calvin Berry residence to Charles Berry residence.
2. In consideration of \$50 per hour of actual time, CONTRACTOR uses his equipment to clear snow from said roads as approved by the Keith County Highway Superintendent.
3. In consideration of \$80 per hour of actual time, CONTRACTOR will haul and smooth dirt in pot holes with his equipment as approved by the Keith County Highway Superintendent.
4. CONTRACTOR hereby specifically agrees that it shall not do work on any other Keith County road.
5. CONTRACTOR hereby expressly agrees that it shall at its own expense, furnish, acquire and maintain equipment and furnish labor to do above mentioned work within a reasonable time.
6. It is expressly agreed between the parties that the COUNTY shall not be responsible or held liable for any injury or damage to personal property resulting from the use, misuse or failure of any equipment used by CONTRACTOR or any of its employees, even if such equipment is furnished, rented or loaned to CONTRACTOR by the COUNTY. The acceptance or use of any such equipment by CONTRACTOR shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to indemnify COUNTY against any and all loss, liability and claims for any injury or damage resulting from the use, misuse or failure of such equipment.
7. The parties to this contract intend that the relationship between CONTRACTOR and COUNTY is that of employee-independent contractor. No agent, employee or servant of CONTRACTOR shall be or shall be deemed to be the employee, agent or servant of the county.
8. It is expressly agreed by and between the parties that none of the benefits provided by COUNTY to its employees, including but not limited to, worker's compensation or unemployment insurance are available to the employees, agents or servants of the CONTRACTOR.
9. It is expressly agreed by and between the parties that CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents and employees.

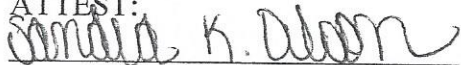
10. It is expressly agreed by and between the parties that CONTRACTOR shall have the sole control of the manner and means of performing this contract, and it shall complete its performance of this contract according to its own means and methods.
11. Dirt for pot holes shall be as hard as is possible in consistency and will be sold to COUNTY for \$1.50 per yard.
12. All yardage and all hours shall be computed as close as possible by CONTRACTOR and records kept thereof shall be on display at the home of CONTRACTOR with bills turned into COUNTY on a timely basis.
13. It is expressly agreed by and between the parties that gravel will be furnished by COUNTY and hauled by COUNTY unless an amount smaller than a truck load is required. In that case, CONTRACTOR has means of hauling smaller amounts free of freight, providing COUNTY pays for it.
14. It is expressly agreed by and between both parties that if any arrangement, however informal and whatever duration, is made whereby employees of the COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes employees of CONTRACTOR and not of COUNTY, irrespective of the party paying them. It is further agreed that CONTRACTOR shall indemnify COUNTY against all liability, loss, cost damage or expense by reason of any act or omission of any such employee while he is being used by CONTRACTOR.
15. It is expressly agreed by and between the parties that this contract shall become effective as of the date entered into and shall renew automatically each year thereafter, unless one party or the other notifies the other party in writing giving 30 days notice.
16. It is expressly agreed by and between both parties that this agreement cannot be assigned by either party hereto without written consent of the other party, which written consent will not be unreasonably withheld.
17. This contract shall be binding upon the parties hereto, their personal representatives, heirs and successors.

IN WITNESS WHEREOF, the parties hereto have set their hands this 5<sup>TH</sup> day of January, 2023.


KEITH COUNTY, NEBRASKA


  
Highway Superintendent  
County Roads

ATTEST:

  
Sandra K. Olson

DOUBLE X ENTERPRISES

  
Calvin Berry

  
Charles Berry