

2016-55

Letting: 16111001  
Call: 600  
Contract ID: 6289

Project No.: HRRR-51(57)

NEBRASKA  
LOCAL PUBLIC AGENCY  
CONTRACT AND BOND  
CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the **COUNTY OF KEITH** of the State of Nebraska, hereafter referred to as party of the first part or Owner, and **PAUL REED CONSTRUCTION & SUPPLY, INC.** of **GERING, NE**, party of the second part:

WITNESSETH: That the party of the second part, for and in consideration of the sum of **Three Hundred Eighty Four Thousand Nine Hundred Ninety Seven and 84/100 Dollars** payable as set forth in the specifications constituting a part of this contract, hereby agrees to perform in accordance with the plans, specifications, and special provisions therefore, and in the location designated in the proposal form, the various groups of work, including all items contained in each specified group, awarded said party of the second part on the **28th day of November, 2016**, as follows: being groups numbered **GROUP 1, GROUP 4, GROUP 10** on project number **HRRR-51(57)** in **KEITH** County(ies) in Nebraska as shown in the schedule of prices bid in the attached proposal which is a part of this contract.

That it is mutually understood and agreed by the parties hereto that the general and detailed plans, the Standard Specifications for Highway Construction of the Department of Roads of the State of Nebraska, which are on file in the office of the Department at Lincoln; the contractor's bond; the proposal; all special provisions; and all supplemental agreements are a part of this contract.

That it is mutually understood and agreed by the parties that federal funds are a part of the financing of this project and that the parties must meet all laws, specifications, criteria, special provisions and requirements established by the Federal Highway Administration for the use of federal funds. Therefore, the parties agree that since the federal government has made the State of Nebraska, Department of Roads its agent for the purposes of overseeing the project for protection of the federal contributions, the State of Nebraska, Department of Roads shall have the same rights as the Owner and federal government in protection of their funding.

It is understood and agreed by the parties that the State of Nebraska, Department of Roads is involved in this project only as a conduit and steward of federal and/or state funds. If a dispute arises between the parties they shall seek their remedies against each other or the federal government and shall hold the State of Nebraska, Department of Roads harmless from suit under this contract.

The party of the second part expressly warrants that he/she has employed no third person to solicit or obtain this contract in his/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, and that he/she has not paid, or promised or agreed to pay, to any third person in consideration of such procurement, or in compensation for services in connection herewith, any brokerage, commission, or percentage upon the amount to be received by him/her hereunder, and that he/she has not, in estimating the contract price demanded by him/her, included any sum by reason of any such brokerage, commission or percentage, and that all moneys payable to him/her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He/She further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the party of the first part and that the said party of the first part may retain for its own use, from any sums due or to become due hereunder, an amount equal to any brokerage, commission, or percentage, so paid or agreed to be paid.

That the party of the second part further agrees to pay all laborers and mechanics for labor that shall be performed and pay for all material, supplies and equipment which is used or rented in performing the contract, and pay to the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of the Nebraska Employment Security Law on wages paid to individuals employed in the performance of this contract.

All work required in carrying out this contract shall be performed in compliance with the laws of the State of Nebraska.

The party of the second part further agrees to perform the work under the supervision of the Owner. The administrator of the Federal Highway Administration or his/her authorized agent, including the State of Nebraska, Department of Roads shall have the right at all times, but not the duty, to inspect the work for eligibility for federal funding in accordance with the laws of the State of Nebraska, and the rules and regulations of the Administrator of the Federal Highway Administration of the United States, for the purpose of carrying out the provisions of Title 23, United States Code, as amended and supplemented (Federal Aid Highway Acts).

That in consideration of the foregoing, the parties understand that when the Owner authorizes payment(s) the Owner will see that prompt payment is made by the State of Nebraska, Department of Roads on behalf of the Owner and the Federal Highway Administration of the amounts set forth herein, subject to the conditions set forth in this contract, or any part thereof, as herein described.

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It is further expressly understood and agreed that time is of the essence to this contract and that failure to complete the work before the expiration of the time allowance fixed in this contract, or after the expiration of such additional time as may be allowed by the Owner, would cause loss and expense to the party of the first part and such loss and expense would be uncertain in itself and unsusceptible of certain computation. It also is understood and agreed that failure to comply with this contract, in some manner other than failure to comply with the fixed time allowance, would cause damage that would be difficult to compute with certainty. Therefore, the party of the second part expressly agrees and promises to pay as reasonable liquidated damages such liquidated damages as are provided for in this contract. It is further understood and agreed that the Owner shall have the right to deduct from any moneys due to the party of the second part the amount of liquidated damages caused to be owing by failure to comply with this contract; or the Owner shall have the right to recover such liquidated damages from the party of the second part, from the surety, or from both the party of the second part and the surety, or may deduct part of such liquidated damages as are owing and recover the balance from the party of the second part, the surety, or both the party of the second part and the surety.

It is further understood and agreed that the party of the second part shall not do any work or furnish any materials not covered and authorized by this contract, unless ordered in writing by the Owner. Any such work may be done or any such materials which may be furnished by the party of the second part without such written order, first being given, shall be at his/her own risk, cost and expense; and the party of the second part hereby covenants and agrees that he/she shall make no claim for compensation for any work so done or any materials so furnished.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and one other instrument(s) of like tenor, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**COUNTY OF KEITH of the State of Nebraska**

C.W. Baltzell ✓  
*Mayor, Chairperson of the Board, or Chief Executive Officer*

**Party  
of the  
First Part  
or Owner**

**PAUL REED CONSTRUCTION & SUPPLY, INC.**

[Signature] ✓  
*Principal (Signature)*

John Adam Reed ✓  
*Principal (Printed Name)*

President/CEO ✓  
*Title*

**Party  
of the  
Second  
Part**

47-0697944  
*Federal ID Number*

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**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we **PAUL REED CONSTRUCTION & SUPPLY, INC.** as principal,  
and **Western Surety Company** as sureties, are held and firmly bound unto  
the **COUNTY OF KEITH** of the State of Nebraska, in the penal sum of **\$384,997.84** dollars and for the payment of which  
we do hereby bind ourselves, our heirs, executors and administrators, jointly, severally, and firmly by these presents.

Date \_\_\_\_\_, A.D. 20 \_\_\_\_\_

The condition of the obligations is such that whereas, the above bounden **PAUL REED CONSTRUCTION & SUPPLY, INC.** of **GERING, NE**, has been awarded by the **COUNTY OF KEITH**, the various groups of work, including all items contained in each specified group of work being groups numbered: **GROUP 1, GROUP 4, GROUP 10** on Project No. **HRRR-51(57)** in **KEITH** County(ies), Nebraska, copy of which contract together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and amply as if said contract were recited at length herein.

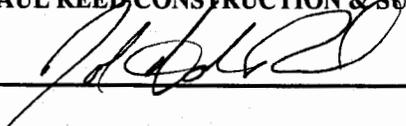
NOW THEREFORE, if said **PAUL REED CONSTRUCTION & SUPPLY, INC.** as principal shall in all respects fulfill this said contract according to the terms and the tenor thereof, and shall faithfully discharge the duties and obligations therein assumed, then the above obligation is to be void and of no effect; otherwise to be and remain in full force and virtue in law.

It is expressly understood and agreed that this bond is given to secure and does secure not only the faithful performance by the principal herein named of said contract for the construction work as specified in said contract and in strict accordance with the terms of said contract and the plans, specifications and all special provisions made a part thereof; but that it is given to secure and does secure also the payment by the said bounden **PAUL REED CONSTRUCTION & SUPPLY, INC.** of all overpayments made to said principal by the Department of Roads, on behalf of the Owner, and of all just claims to all laborers and mechanics for labor that shall be performed, and for the payment of all material, supplies and equipment which is used or rented in performing the contract, and for the payment of all taxes, including contributions and interest due under the Nebraska Employment Security Law, which may accrue, pursuant to Sections 77 3103 to 77 3112 or any other provision of law, to the State of Nebraska and the political subdivisions thereof on account of the execution and performance of this contract, and if such payments be made then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No contract shall be valid which seeks to limit the time to less than one year in which an action may be brought upon the bond covering the construction work, and this bond is made, executed and delivered with such understanding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

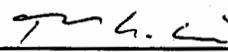
**PAUL REED CONSTRUCTION & SUPPLY, INC.**

  
\_\_\_\_\_  
Principal (Signature)

**John Adam Reed**  
\_\_\_\_\_  
Principal (Printed Name)

**President/CEO**  
\_\_\_\_\_  
Title

**Western Surety Company** ✓  
Surety

  
\_\_\_\_\_  
Attorney-in-Fact (Signature)

**Thomas L. King** ✓  
Attorney-in-Fact (Printed Name)

**Gene Lilly Surety Bonds, Inc.** ✓  
Agency/Business Name

**735 So. 56th St., Lincoln, NE 68510**  
Agency/Business Address

**402-475-7700** ✓  
Phone Number