

ETHANOL ROAD SERVICE AGREEMENT

This Agreement is made by and between Corman Construction, hereinafter referred to as CORMAN, and the City of Bridgeport, Nebraska, hereinafter referred to as CITY.

WHEREAS CITY presently is responsible for maintenance of the city street commonly referred to as "Ethanol Road", hereinafter referred to as ROAD;

WHEREAS traditionally, CORMAN is engaged in the business of road construction and maintenance;

WHEREAS CITY desires to contract with a third party for maintenance of ROAD due to the scope and size of the project being beyond the means of the in-house streets department;

WHEREAS Neb. Rev. Stat. § 17-501 allows cities of the second class to contract or be contracted with;

NOW THEREFORE the parties to this Agreement make and enter into this agreement for maintenance of ROAD as follows:

1. DURATION OF AGREEMENT. This agreement shall become effective upon its adoption and execution by both parties, and shall be in effect for an initial period of one (1) year. Upon expiration of the one (1) year period, this Agreement shall renew on a month-to-month basis under the same terms, unless notice is given by either party at least sixty (60) days prior to the expiration of the initial term, or any subsequent renewal term, of said party's intent to terminate the Agreement.

2. SERVICES PROVIDED. The parties to this Agreement understand and agree that the following services shall be provided by CORMAN as follows:

CITY TO PROVIDE

- a. Payment to CORMAN at the rate of **\$150.00 per hour**. Said amount to be paid no later than 30 days form submittal of an invoice.
- b. All snow removal and associated snow removal maintenance

CORMAN TO PROVIDE

- c. Grading of Ethanol road consisting of 1.6 miles of South Railroad Avenue and 0.3 miles of County Highway 90.
- d. Maintenance of the existing base to the extent necessary to allow for smooth traffic flow over ROAD.

3. INDEPENDENT CORMAN STATUS. It is expressly understood and agreed that under this Agreement, CORMAN is an independent contractor and not an employee of CITY. CORMAN understands and agrees that CORMAN shall be responsible for his/her/its own tax obligation(s), including federal/state taxes arising

from this agreement. CITY will pay the compensation and expenses outlined herein, and will not withhold any amount, nor make any deduction to pay for any of CORMAN'S tax responsibilities. CORMAN understands that he/she/it is responsible for ALL taxes, such as social security, state, and federal taxes. CORMAN understands that he/she/it will receive a 1099 Tax Form at the end of the calendar year and he/she/it will be responsible for paying taxes on that amount.

4. CORMAN further understands that CITY shall not provide any employee related benefits to CORMAN, including but not limited to retirement, health insurance, life insurance, workman's compensation coverage, and any other similar benefits. It is also expressly understood that CITY does not provide any liability or malpractice insurance for the negligent or willful acts of CORMAN, or insurance for protection of the property of CORMAN, and that CORMAN has a duty to, and shall as a condition of this contract, provide his/her/its own insurance.


5. **MISCELLANEOUS AGREEMENTS.**

- a. **Assignment.** Neither party to this Agreement may assign the same without the prior written consent of the other.
- b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and upon each of their heirs, administrators, successors, personal representatives and assigns.
- c. **Survival.** All warranties, representations and agreements made by the parties hereto as contained in this Agreement, or pursuant to this Agreement, shall be deemed to be conditions to the transactions contemplated by this Agreement, shall survive the closing, and are material and are being relied upon by the BUYER and SELLER.
- d. **Electronic Signatures and Counterparts.** For purposes of this Agreement, facsimile signatures and signatures which are scanned and emailed shall be accepted and deemed original for all intents and purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- e. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

(Signatures and/or acknowledgements on following page.)


CORMAN CONSTRUCTION

:


By Justin Corman, President/Authorized Signatory

CITY OF BRIDGEPORT, NEBRASKA

ATTEST:


By: Charles Browne, Mayor
City of Bridgeport
*As authorized during action taken
at the 9-15-22 meeting of the
Mayor and City Council of the City of Bridgeport*


Doretta J. Huck, City Clerk