

Regular Meeting
Board of Commissioners
April 10, 2014

Prayer and Pledge to the United States Flag.
Meeting called to order by Chairman Horace Daniel.
Commissioners Horace Daniel, Edward Burten, Larry Mathis, and Melton Jones were present.
Commissioner Frank Simmons was absent.
Commissioner Burten made a motion to approve minutes. Seconded by Commissioner Jones.
Carried by a show of hands.

Total amount of bills were announced by Chairman Daniel.

Road Department.....	\$77,065.67
Landfill.....	\$40,991.01
E-911 & EMA.....	\$13,556.98
Sheriff Department & Jail.....	\$64,129.15
Courthouse.....	\$36,419.06
Administrative & Other.....	\$1,065,278.73
Total.....	<u>\$1,297,440.60</u>

**This month the Retirement County/Employee Contributions were paid. This is why the total amount of bills were more this month.

Commissioner Jones made a motion to approve bills. Seconded by Commissioner Burten.
Carried by a show of hands.

Road Department Update -- Dean Davis

Appointments:
NONE

Old Business:

1. Road Department Bids (hydraulic excavator and dump trucks) – Commissioner Burten made a motion to accept the low bid of \$211,995.00 by Komatsu for hydraulic excavator. Seconded by Commissioner Jones. Carried by a show of hands.
Commissioner Mathis made a motion to accept bid of \$116,855.33 per truck for 3 Caterpillar dump trucks from Yancey Bros. Company (see attached bids). Seconded by Commissioner Burten. Carried by a show of hands.
2. Sale of Surplus Property – Commissioner Jones made a motion to approve sale of surplus property on govdeal.com (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.

New Business:

1. Adopt Plan First Resolution – Commissioner Burten made a motion to adopt the Plan

First Resolution (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.

2. Hospital Authority Issues – Issues have been tabled until further notice.
3. E911 Signs – Russell Riner presented a plan to ensure information about how to properly display E911 signage reach citizens and that everyone knows the importance of the ordinance.
4. Intergovernmental Agreement – Code enforcement agreement with Riddleville, Oconee, and Deepstep regarding garbage ordinance. Commissioner Jones made a motion to approve intergovernmental agreement (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.
5. Contract Ratification – Commissioner Burten made a motion for ratification on Martin Robbins Fence Company, Inc. contract (see attached). Seconded by Commissioner Jones. Carried by a show of hands. Commissioner Mathis made a motion for ratification on Ricoh, Mid-State Striping, Inc., Central Fence Company, and Patricia Middlebrooks contracts (see attached). Seconded by Commissioner Burten. Carried by a show of hands.

Chairman Comments:

Meeting Adjourned

10 Minute Public Comment Session

Chairman, Horace M. Daniel

Date May 9, 2014

County Administrator/Clerk, Chris Hutchings

Date May 9, 2014

Board Minutes are unofficial unless signed

Hydraulic Excavator Bids (1)

YANCEY BROS Co. - CATERPILLAR

320EL meets all Bid specifications

7yr - 7,000 H. WARRANTY \$233,816.00

✓ TRACTOR AND EQUIPMENT COMPANY -

KOMATSU PC210LC-10 meets

all bid specifications

5 yr - 5,000 HOUR WARRANTY \$211,995.00

Flint Equipment Company - JOHN DEERE

210GLC DOES NOT meet all

Bid specifications (No thumb)

7yr - 7000 H. WARRANTY \$205,670⁰⁰

Bids on 3 Ten Wheel Dump Trucks

✓ YANCEY BROS CO. - CATERPILLAR
2015 CT660'S DUMP TRUCK
with OX BODY

3 TRUCKS @ \$135,022.00 = \$405,066⁰⁰
3 TRUCKS TRADED - Total Allowance = - 50,000⁰⁰
PARTS Credit \$1,500⁰⁰ EACH - 4500⁰⁰
\$350,566⁰⁰

Net Price per TRUCK \$116,855.33

YANCEY TRUCK CENTER - INTERNATIONAL
2015 7600 3FA 6X4 2D10 with
OX BODY

3 TRUCKS @ \$118,423.21 \$355,269.63
3 TRUCKS TRADED - Total Allowance - 35,000.00
320,269.63

Net Price per TRUCK \$106,756.54

Surplus Property -- Airport property

1973 Chevrolet Jet Re-fueler w/2200 gallon Stainless Steel Tank

NDB Non-Directional Beacon (approx. 12 years old) (currently on Thiele Property)

RESOLUTION No. 2014-3

WHEREAS, Washington County seeks to become an inaugural PlanFirst Community designated by the Georgia Department of Community Affairs, Planning and Environmental Management Department,

WHEREAS, the governing body directs and authorizes the Chairman of Washington County to act in connection with the application and to provide such additional information as may be required;

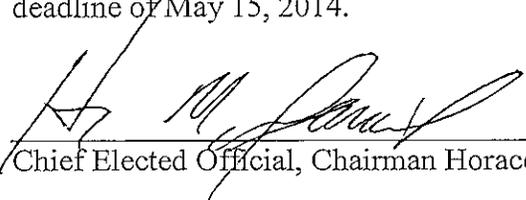
WHEREAS, Washington County developed a community-wide representation of stakeholders as a planning/advisory committee to update the Joint Washington County Comprehensive Plan;

WHEREAS, Washington County is a Qualified Local Government having maintained that status consistently, meeting DCA's public hearing requirements and Procedures for Local Comprehensive Planning, having adopted in 2005 a Joint Washington County Comprehensive Plan, 2005-2025, and in 2011 adopting an updated 5-Year Short Term Work Program Update, 2011-2016;

WHEREAS, Washington County is a community that has developed a community work program based on vision and goals that consist of measureable, specific action items that will improve the quality of life for its citizens and provide a framework for long-term growth;

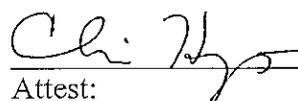
WHEREAS, Washington County is desirous to achieve the PlanFirst designation to demonstrate that it is implementing their local comprehensive plan with success that impacts the County and furthers the progress of decisions for better leadership, consistency of planning, and effectiveness of governmental affairs for enhanced living conditions for its citizens;

NOW, THEREFORE, BE IT RESOLVED, the Chairman and Board of Commissioners of Washington County authorizes the filing of a PlanFirst application to the Georgia DCA by the deadline of May 15, 2014.

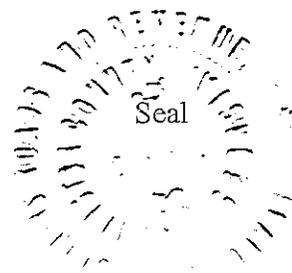


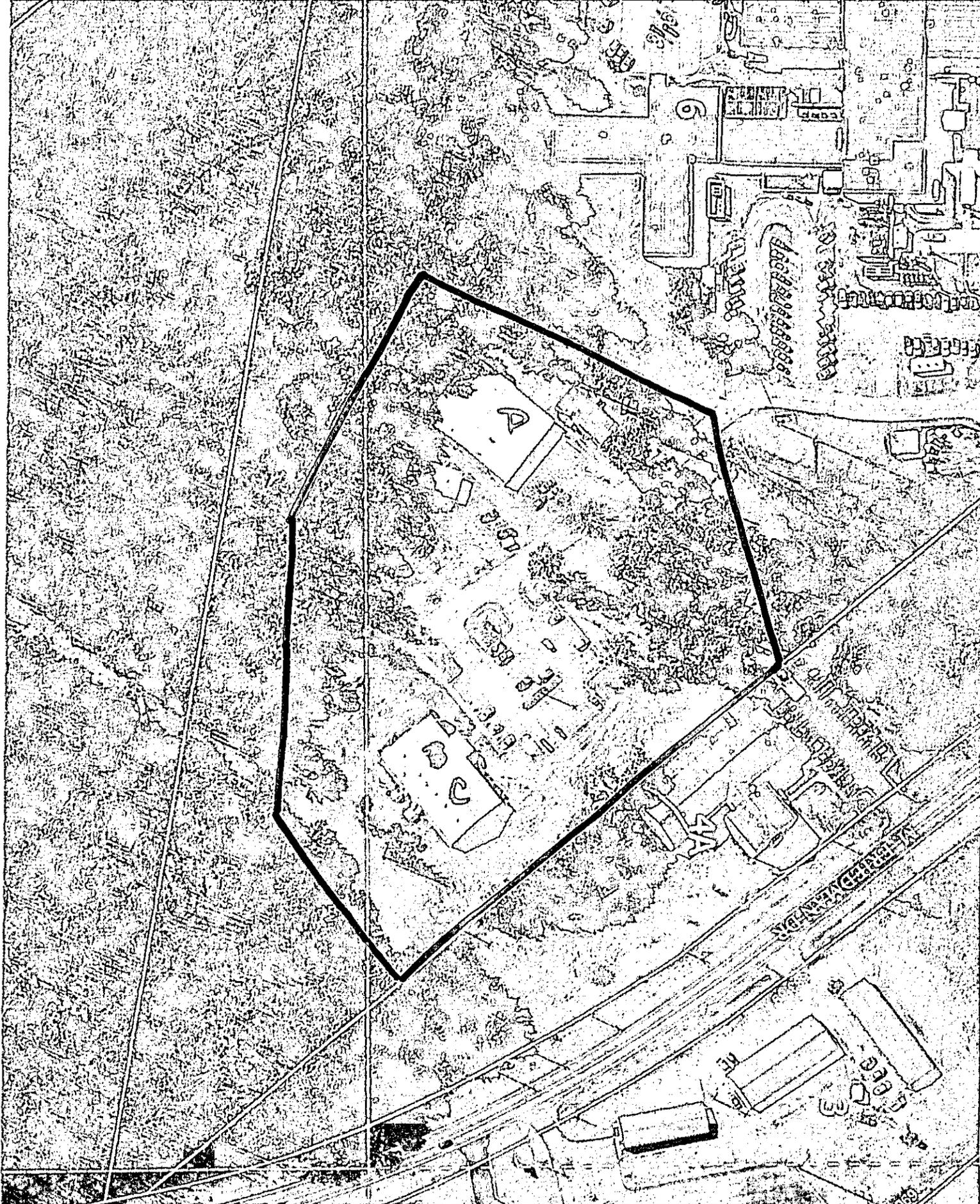
Chief Elected Official, Chairman Horace Daniels

April 10, 2014
Date



Attest:





Chest 1 OK

Land (5 acres)	108,900
Records Storage/Ambulance Storage & Carport	275,772
Warehouse	21,771
Wellness	318,194
Ambulance Office	74,533
Accessory Improvements	46,716
Total	845,886

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION
AND REGULATION OF SOLID WASTE DISPOSAL SERVICES**

This Intergovernmental Contract for the Provision and Regulation of Solid Waste Disposal Services (this "**Agreement**"), is dated _____, by and between **WASHINGTON COUNTY** (the "**County**"), a political subdivision of the State of Georgia (the "**State**"), the **CITY OF RIDDLEVILLE, GEORGIA** ("**Riddleville**"), a municipality of the State, the **CITY OF DEEPSTEP, GEORGIA** ("**Deepstep**"), a municipality of the State and the **CITY OF OCONEE, GEORGIA** ("**Oconee**"). The County, Riddleville, Deepstep, and Oconee may be referred to collectively herein as the "**Parties**" and individually as a "**Party**."

WITNESSETH:

WHEREAS, Ga. Const. art. IX, § 3, ¶ I authorizes each county or municipal corporation to enter into agreements with each other, not to exceed 50 years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the County has provided for the residents of Riddleville, Deepstep, and Oconee household solid waste disposal and dumpster facilities, located in the town limits of each of these cities but owned and maintained by the county; and

WHEREAS, it is necessary and desirable for the County and for the cities of Riddleville, Deepstep, and Oconee to ensure these facilities are used properly, are regulated appropriately, and are maintained for the use of local residents;

NOW, THEREFORE, in consideration of the premises and the undertakings as hereinafter set forth, it is agreed between the Parties, each acting by and through its authorized officers pursuant to resolutions duly adopted and properly passed, as follows:

(a) Washington County shall provide and maintain, as may be within the County's capacity, dumpster facilities that may be located in each of the cities named herein and which may be used by the residents of said cities;

(b) Each city -- Riddleville, Oconee, and Deepstep -- agree that residents shall use these facilities only in accordance with applicable county rules and ordinances, including those found in Article II, Sections 28-31 through 28-37 of the Washington County Code of Ordinances. Each city agrees to adopt and has adopted these county ordinances as enforceable city ordinances.

(c) To further the ability of the County to maintain and regulate these facilities, each Party herein agrees that the Washington County Code Enforcement Officer shall be authorized to enforce these ordinances in and around these county facilities and may cite for a violation of the county or city ordinance any person violating the ordinances regulating the use of these solid waste disposal facilities and may prosecute said violations in the Magistrate Court of Washington County.

Term. The term of this Agreement shall commence on January 1, 2014 and shall continue until the first (1st) anniversary date thereof (the "**Initial Term**"). This Agreement will automatically renew for successive terms of one (1) year (each a "**Renewal Term**") upon the expiration of the Initial Term and any Renewal Term unless either party provides notice of its intent

not to renew this Agreement at least sixty (60) days prior to any scheduled renewal date.

Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Georgia.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by all of the parties. Any provision of this Agreement may be waived only in a writing signed by the party to be charged with the waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement.

Severability. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement shall not be affected thereby.

Relationship of the Parties. The parties expressly understand and agree that this Agreement is not intended to create, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with, the Parties as set forth below shall be sufficient for every purpose hereunder if in writing and either (i) delivered to an officer or other legal representative of the party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, or (iv) sent by fax, as follows:

For Washington County:	Board of Commissioners of Washington County P.O. Box 271 Sandersville, Georgia 31082-0272 Attn: County Administrator Facsimile: (478) 552-7424
For Riddleville:	
For Oconee:	
For Deepstep:	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

**WASHINGTON COUNTY
BOARD OF COMMISSIONERS**

CITY OF RIDDLEVILLE

BY: _____
HORACE DANIEL
CHAIRMAN

BY: _____
KEN WESTBROOK
MAYOR

ATTEST: _____
COUNTY ADMINISTRATOR

ATTEST: _____
CITY CLERK

CITY OF DEEPSTEP

CITY OF OCONEE

BY: *Randall H. Keel*
MAYOR

BY: _____
MAYOR

ATTEST: *Ardena W. Smith*
CITY CLERK

ATTEST: _____
CITY CLERK

CITY OF DEEPSTEP

CITY OF OCONEE

BY: _____
MAYOR

BY: *Jim Patton*
MAYOR

ATTEST: _____
CITY CLERK

ATTEST: *Regina Freeman*
CITY CLERK

City of Deepstep
**Resolution 22014, Enacting Waste Ordinances and Authorizing
Intergovernmental Agreement With Washington County Regarding Waste
Regulation and Authorizing Enforcement by County Code Officer**

Whereas, the City of Deepstep ("the City") has previously agreed with the Washington County Board of Commissioners ("The County") to share services for household solid waste disposal and to regulate the use of solid waste receptacles, which agreement allows residents of the City to use Washington County disposal and dumpster facilities that are physically located within the town limits of the City; and

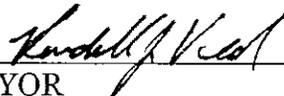
Whereas, Washington County has recently adopted ordinances intended to ensure the proper use of county-furnished waste disposal facilities, which ordinances are reflected in Article II, Sections 28-31 through 28-37 of the Washington County Code of Ordinances; and

Whereas, the Council finds it desirable to authorize and request that the County maintain and regulate those solid waste disposal and dumpster facilities that the County has placed within the town limits of the City, and to formalize the heretofore oral agreements between the City and the County;

Therefore, be it resolved that the City Council of the City of Deepstep hereby adopts for the City the solid waste ordinances of Washington County contained in Article II, sections 28-31 through 28-47 of the Washington County Code, and authorizes and requests the Code Enforcement Officer of Washington County to regulate those ordinances in and around the County's solid waste disposal and dumpster facilities located within the town limits of the City; and

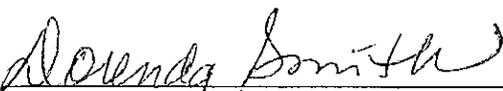
Be it further resolved that the City Council adopts and authorizes the Mayor to sign on behalf of the City the attached Intergovernmental Agreement with Washington County regarding waste regulation and authorizing enforcement by the County Code Officer.

This the 11 day of February, 2014



MAYOR

Adopted by majority vote of the Council
This the 11 day of February 2014



City Clerk/Administrator

**WASHINGTON COUNTY
CONTRACT FOR SERVICES**

This Agreement is made this 3RD day of April, 2014 between the Washington County Board of Commissioners, ("Client"), and MARTIN-ROBBINS FENCE Co. Inc., ("Contractor"), with a principal place of business at 2025 WESTSIDE COURT SHELVILLE, GA.

Contractor is:

- An individual;
- A partnership or LLP;
- A corporation or LLC whose full legal name is MARTIN-ROBBINS FENCE Co., Inc.

**ARTICLE 1
TERM OF CONTRACT**

This Agreement shall become effective on the date stated above and will continue in effect until the earlier of (1) the services provided for under this agreement having been performed or (b) the Agreement having been terminated as provided for in Articles 8 or 9 of the Agreement. Absent completion, early termination, or renewal, the contract shall terminate absolutely and with no further obligation on the part of the Client on December 31, 2014.

**ARTICLE 2
SERVICES TO BE PERFORMED BY CONTRACTOR**

Contractor agrees to perform the "The Work" to be defined and specified as those items contained in the "Description of Services" attached to this Agreement as Exhibit "A" and incorporated in this Agreement by reference.

Independent Contractor

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the Client. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Client the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the Client with regard to the results of such services.

**ARTICLE 3
COMPENSATION**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor

8,891.⁰⁰

Client agrees to pay the consideration set forth above as set forth in Exhibit "B" attached hereto, which is hereby incorporated by reference.

ARTICLE 4 OBLIGATIONS OF CONTRACTOR

Contractor agrees to perform the Work described in "Exhibit A" to the satisfaction of Client in a timely manner.

Licenses, Permits, Etc.

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the Client's Representative within ten (10) days after issuance.

Warranty

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defective materials, equipment, or workmanship appearing within one year from the date of Final Completion of the Project at no additional cost to the Client. An inspection shall be conducted by the Client or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, Client shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Contractor agrees that any services described in this Agreement that must be performed on Client's premises will be performed during Client's regular business hours.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

ARTICLE 5 HOLD-HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Client, its officers, boards,

commissions, elected and appointed officials, employees, servants, volunteers, agents, and lenders "Client Affiliates") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the Client or Client Affiliates. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Client or Client Affiliates by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Client and Client Affiliates shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

ARTICLE 6 INSURANCE REQUIREMENTS

General Insurance, Workers' Compensation Clause

(1.) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the Client's Attorney to form and content.

(2.) Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- (a) Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- (b) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

(d) Professional Insurance (Errors and Omissions) is required for CPA's, attorneys, architects and insurance agents.

(3.) Self-Insured Retentions:

Any self-insured retention must be declared to and approved by the Local Government so that the Local Government may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

(4.) Other Insurance Provisions:

The policy is to contain, or be modified or endorsed to contain, the following provisions:

(a.) General Liability and Automobile Coverage.

- i. The Client and Client Affiliates shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Client or Client Affiliates.
- ii. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Client or Client Affiliates. Any insurance or self-insurance maintained by the Client or Client Affiliates shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client or Client Affiliates.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- v. Coverage shall be provide on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- vi. The insurer shall agree to waive all rights of subrogation against the Client or Client Affiliates for losses arising from work performed by the Contractor for the Client.
- vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

(b.) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Client and Client Affiliates for losses arising from work performed by the Contractor for the Client Affiliates.

(c.) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the Client. Such notice shall be sent directly to:

Attn: County Administrator/Clerk
P. O. Box 271
119 Jones Street
Sandersville, GA 31081

(5.) Acceptability of Insurers.

Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-: VII.

(6.) Verification of Coverage.

Contractor shall furnish the Client with certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insure to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the Client prior to execution of this Agreement by the Client. The Client reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7.) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.

**ARTICLE 7
OBLIGATIONS OF CLIENT**

Client agrees not to withhold approval and acceptance of Contractor's services unreasonably.

Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Client agrees to furnish reasonably necessary space on Client's premises for use by Contractor while performing the services under this Agreement.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor.

**ARTICLE 8
TERMINATION OF AGREEMENT**

Notwithstanding any other provision of this Agreement, the County may terminate this Agreement at any time by giving _____ days' written notice to Contractor. Unless otherwise terminated as provided in this Article, in Article 1 above, or in Article 9 below, this Agreement shall continue in force until the earlier of; the services provided for under this agreement having been performed, or until December 31st of the year in which executed.

This agreement shall also terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of the Contractor
- (2) Death or dissolution of the Contractor
- (3) Assignment of this Agreement by either party without the consent of the other party.

ARTICLE 9 TERMINATION FOR BREACH OF AGREEMENT

Upon delivery of written notice to the Contractor, the Client may immediately terminate the whole or any part of this Agreement if:

1. The Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
2. The Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Client, fails to correct such failures within ten days or such longer period as the Client may authorize in writing.

The rights and remedies of the Client provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

ARTICLE 10 WAIVERS AND EXCEPTIONS

No failure by Client to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of Client at variance with the terms and conditions of this agreement shall constitute a general waiver of any future breach or default or affect the Client's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement

ARTICLE 11 GENERAL PROVISIONS

Any notices to be given under this Agreement by either party shall be in writing and delivery shall be affected either by personal service or by registered or certified mail. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three business days after mailing.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that Contractor will not, in the performance of this contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorneys' fees may be set by the court in the same action or in a separate action brought for that purpose.

ARTICLE 12

PERFORMANCE BOND: For all contracts with a value in excess of \$500,000, a performance bond shall be required that shall cover the contractor's fulfillment of its performance and payment obligations arising under this Agreement. The cost of the bonds shall be included in the contract price. The amount of said bond shall be equal to 100% of the contract price. Bonds shall be accepted only as original, fully-executed documents on the form adopted by Client and shall be obtained through a surety authorized and licensed by the Georgia Insurance Commissioner and rated at least "A" by A. M. Best.

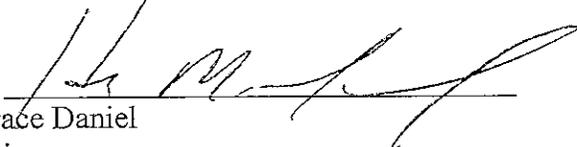
ARTICLE 13

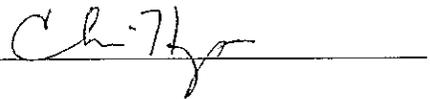
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

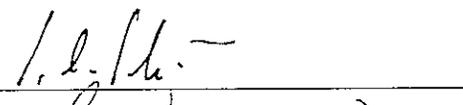
Executed in Sandersville, GA, Georgia, on the date first written above.

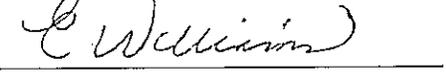
CLIENT
Washington County Board of Commissioners

By: 
Horace Daniel
Chairman

ATTEST 

CONTRACTOR **MARTIN-ROBBINS FENCE CO. INC.**

By: 

ATTEST 

DESCRIPTION OF SERVICES:

SEE ATTACHED .

QUOTATION

MARTIN-ROBBINS FENCE CO., INC

DATE March 28, 2014

2025 WESTSIDE COURT
SNELLVILLE, GA 30078

Ph: 770-972-8141
Fax: 770-985-6838

To DEAN DAVIS 478-232-9617
WASHINGTON COUNTY BD. OF COMM
P.O. BOX 271
SANDERSVILLE, GA. 31082

RE: WASHINGTON COUNTY GUARDRAIL REPAIRS
SITE 1 HAMBURG STATE PARK ROAD
SITE 2 MAYVIEW ROAD

Ph: 478-552-5330 478-552-8052

ITEM	Description	Unit	Quantity	Unit Price	Total
	TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT &				\$ -
	TRAFFIC CONTROL NEEDED TO COMPLETE THE				\$ -
	FOLLOWING REPAIRS				\$ -
	SITE # 1 HAMBURG STATE PARK ROAD				\$ -
	REMOVE AND REPLACE APPROXIMATELY 50 LF OF	LS	1.00	\$1,685.00	\$ 1,685.00
	W-BEAM RAIL AND SPACER BLOCKS. NEW BLOCKS PER				\$ -
	STATE STANDARDS.. NO POSTS				\$ -
					\$ -
	SITE # 2 MAYVIEW ROAD				\$ -
	AT BOTH APPROACH ENDS REMOVE DAMAGED TYPE 9	LS	1.00	\$7,206.00	\$ 7,206.00
	& INSTALL NEW FLARED TYPE 12 APPROACH ANCHOR,				\$ -
	ON ONE TRAILING END REPLACE 12'6" PUNCHED PIECE				\$ -
	& 12'6" RADIUS PIECE OF RAIL IN TYPE 1. REATTACH TP 1				\$ -
	CABLE ASSEMBLY. IN THREE AREAS IN THE LINE RAIL				\$ -
	REPLACE APPROXIMATELY 112.5 LF OF W-BEAM RAIL,				\$ -
	5 POSTS AND BLOCKS				\$ -
					\$ -
					\$ -
NOTES: PRICES DO NOT INCLUDE ANY GRASSING, GRADING, ASPHALT, CONCRETE OR EARTHWORK, BOTH SITE TO BE DONE IN ONE MOBILIZATION					TAX
					Shipping
					TOTAL \$ 8,891.00

Estimate authorized by

Name: MICHAEL DENMARK

Date: March 28, 2014

Title: SALESMAN

Signature Michael E. Denmark

Contracts to Ratify

4/10/14

1. Ricoh – Copier for Tax Assessors Office

April 2, 2014

Total Payments: January 1, 2014 – December 31, 2014 \$1298.24

January 1, 2015 – December 31, 2015 \$1947.36

January 1, 2016 – December 31, 2016 \$1947.36

January 1, 2017 – December 31, 2017 \$649.12

2. Mid-State Striping, Inc. – Re-Striping at the Recreation Department

April 1, 2014

Total Payment: \$4,050.00

3. Central Fence Company -- Fix fence at the Recreation Department where Ice Storm damaged

April 1, 2014

Total Payment: \$4,008.00

4. Pat Middlebrooks – Renewing her contract for cleaning the Library

April 1, 2014

Total Payment: \$5,250.00 per year payable monthly