

Regular Meeting
Board of Commissioners
May 8, 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 Mathis made a motion to approve minutes. Seconded by Commissioner Burten.

Carried by a show of hands.

Total amount of bills were announced by Chairman Daniel.

Road Department.....	\$61,343.45
Landfill.....	\$52,838.24
E-911 & EMA.....	\$8,999.77
Sheriff Department & Jail.....	\$50,484.93
Courthouse.....	\$33,278.80
Administrative & Other.....	\$177,501.69
Total.....	<u>\$384,446.88</u>

Commissioner Burten made a motion to approve bills. Seconded by Commissioner Mathis.

Carried by a show of hands.

Road Department Update – Dean Davis

Appointments:

None

Old Business:

None

New Business:

1. Budget Amendment -- Commissioner Mathis made a motion to accept budget amendment (see attached). Seconded by Commissioner Burten. Carried by a show of hands.
2. Reappoint Billie Raley to Tax Assessor Board -- Commissioner Burten made a motion to reappoint Billie Raley to Tax Assessor Board (see attached letter). Seconded by Commissioner Mathis. Carried by a show of hands.
3. Contract Ratification – Motion made by Commissioner Burten to ratify the following contracts: Communication Site Evaluation, LLC (\$200/tower) and Viking Engineering and Construction Management, LLC \$3,145.00, Tennille Fire Department (see attached). Seconded by Commissioner Mathis. Carried by a show of hands.

Chairman Comments:

Meeting Adjourned

10 Minute Public Comment Session

Chairman, Horace M. Daniel



Date 6-4-2014

County Administrator/Clerk, Chris Hutchings



Date 6-4-2014

Board Minutes are unofficial unless signed

Budget Amendment #2 May 8, 2014

			Amended Budget - 1st 2014	May 8, 2014 Budget Amendment	Amended Budget - 1st 2014	
REVENUES						
	31-1105	Forest Land Protection Grant (2012)	-	121,000	121,000	Received In April
	31-1350	Title Ad Valorem Tax	75,000	35,000	110,000	1st year
	36-1010	Interest Earned: Checking	66,000	10,000	76,000	Increases In Interest rates
		Net Increase in Revenues		166,000		
EXPENDITURES						
Div.	Account					
#1100	57-3000	Non-Divisional CDBG Expenses (Health Dept)	-	2,611	2,611	Applied for CDBG for Health Dept.
#1400		Elections				
	51-1101	Salaries -- Elections	21,000	12,000	33,000	Moved up Primary to May
	51-2200	FICA - County Contribution	3,800	1,000	4,800	
#2160		Board of Equalization				
	51-2200	FICA - County Contribution	-	200	200	New board members
	52-3500	Travel- Mileage Reimb	-	200	200	New board members
	52-3705	Expenses - Seminars & Training	-	2,700	2,700	New board members
#2300		State Court				
	52-1250	Fees - Legal/Consulting	1,000	9,000	10,000	Defense appointed lawyers
	52-3705	Expenses - Seminars/Training	600	600	1,200	
#3310		SHERIFF DEPARTMENT				
	51-1101	Salaries	1,060,100	24,000	1,084,100	Ice Storm
	51-2200	FICA - County Contribution	81,100	1,900	83,000	Ice Storm
	53-1270	Vehicle: Gas & Oil	150,000	2,000	152,000	Ice Storm
#3350		JAIL				
	51-1101	Salaries	465,000	8,000	473,000	Ice Storm
	51-2200	FICA - County Contribution	35,600	700	36,300	Ice Storm
#3510		Tennille Fire Department				
	54-2400	FD. SPLOST - Capital Outlay	30,000	10,000	40,000	County Is their Fiscal Agent
#4210		Road Dept				
	51-1101	Salaries	1,025,300	2,500	1,027,800	Ice Storm
	51-2200	FICA - County Contribution	64,500	200	64,700	Ice Storm
	54-2100	Vehicle & Equip. - Capital Outlay	-	31,660	31,660	Totalled Vehicle replacement
#4330		Landfill				
	51-1101	Salaries	173,000	2,000	175,000	Ice Storm
	51-2200	FICA - County Contribution	13,300	200	13,500	Ice Storm
#4800		Airport				
	51-2100	Insurance - Airport	-	5,800	5,800	Changed from Non-Divisional
	52-1318	Audit	-	3,500	3,500	Changed from Non-Divisional
#6510		Library				
	52-2225	Repairs - Public Buildings	8,300	3,200	11,500	Ice Storm & Drain Line
#7110		Extension Office				
	54-2300	Capital Outlay - Furniture and Other	-	5,200	5,200	New copier (smaller, lower maintenance)
		Net Increase in Expenditures		129,171		
		Net Change In Budget		36,829		

**Board of Tax Assessors
Washington County**

P.O. Box 308
Sandersville, Georgia 31082
478 552-2937

April 22, 2014

Chris Hutchings
County Administrator/Clerk
P.O. Box 271
Sandersville, Georgia 31082

Chris:

The term of Billie Raley as a member of the Board of Tax Assessors will end June 12, 2014. I have spoken with Ms. Raley and she has requested the opportunity to serve another three year term.

Ms. Raley is an asset to the Board and I would like to make a recommendation that she be reappointed. If reappointed, her term would begin June 12, 2014 and end June 12, 2017.

Sincerely,

Cheryl Poole
Chief Appraiser
Washington County

**WASHINGTON COUNTY
CONTRACT FOR SERVICES**

This Agreement is made this 9th day of April, 2014, between the Washington County Board of Commissioners, ("Client"), and Communication Site Evaluations, LLC, ("Contractor"), with a principal place of business at 1330 Scarboro Church Road, Twin City, GA 30471.

Contractor is:

- An individual;
- A partnership or LLP;
- A corporation or LLC whose full legal name is **Communication Site Evaluations, LLC.**

**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 (2) 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 June 30, 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 \$200.00 per existing tower site and \$750.00 per new tower site upon approval of the Board of Assessors. 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 there from. 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 insured 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 Coverage.

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:

Washington County Board of Commissioners
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 insurer 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 insured 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 insured.

**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 15 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.

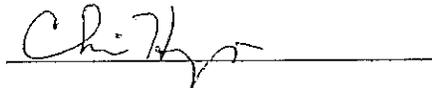
ARTICLE 13
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

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.

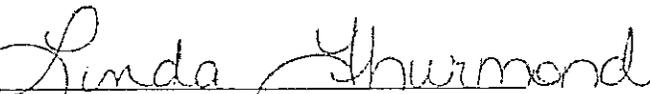
Executed in Sandersville, Georgia, on the date first written above.

CLIENT
Washington County Board of Commissioners

By: 
Horace Daniel
Chairman

ATTEST 

CONTRACTOR

By: 

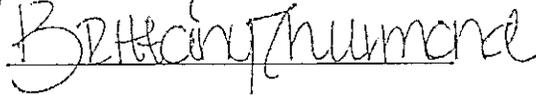
ATTEST 

Exhibit A

DESCRIPTION OF SERVICES:

Audit existing and new cellular towers and equipment in Washington County, Georgia.

Exhibit B

Client agrees to pay Contractor \$200.00 per existing tower site and \$750.00 per new tower site upon approval of the Board of Assessors.

**WASHINGTON COUNTY
CONTRACT FOR SERVICES**

This Agreement is made this 11th day of March, 2014, between the Washington County Board of Commissioners, ("Client"), and Viking Engineering + Construction Management LLC, ("Contractor"), with a principal place of business at 118 Malone St - Sandersville, GA 31082.

Contractor is:

- An individual;
- A partnership or LLP;
- A corporation or LLC whose full legal name is Viking Engineering + Construction Management

**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 May 1, 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

\$ 3145.00
 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 insurer 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 30 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.

DESCRIPTION OF SERVICES:

(Attached)

1. Install stand by generator and all necessary wiring.
2. Install 120 volt circuit to generator for battery maintainer.
3. Cut out walk way back fill and pour walk way back.
4. Pour generator pad. Install to six inch concrete filled post painted yellow.
5. Install forty feet of one inch black iron piping to supply the generator with gas.

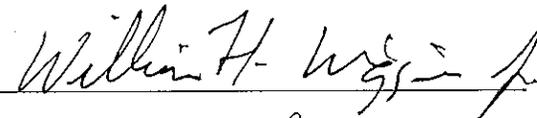
Executed in Sandersville, GA, Georgia, on the date first written above.

CLIENT
Washington County Board of Commissioners

By: 
Horace Daniel
Chairman

ATTEST 

CONTRACTOR

By: 
ATTEST 