WASHINGTON COUNTY
CONTRACT FOR SERVICES

This Agreement is made this ____day of _____, between the **Washington County Board of Commissioners**, ("Client") and ("Contractor"), with a principal place of business at

. .

Contractor is:

☐An individual;
☐A partnership or LLP;
☐A corporation or LLC whose full legal name is _____

.

ARTICLE 1
TERM OF CONTRACT

☐This Agreement shall become effective on the date mentioned above and will continue in effect until the earlier of the "The Work" being completed and accepted by the Client or until _____, 20___, after which this contract will be terminated.

☐ This agreement will end one year from the date of the contract and it may be automatically extended for periods of one year until _____, 20___ UNLESS either party, in writing, provides notice more than 30 days prior to the annual termination date.

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 as per the prices outlined in Exhibit B. 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 resolve 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 which 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 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:

Washington County Board of Commissioners
Attn: County 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
DAMAGES

It is acknowledged and agreed upon that the Contractor's failure to achieve completion of the Work by the deadline agreed upon by the parties (insert date), or failure to begin the Work on the date agreed upon by the parties (insert date), will cause the County to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the County at the time of signing of this contract.

The parties agree and stipulate that liquidated damages represent a fair, reasonable and appropriate

estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the County as against Contractor and its Surety, in the event of delayed completion and without the County being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, the Contractor shall be liable to the County for payment of liquidated damages in the amount of One-Thousand Dollars ($1,000.00) for each day that completion of the Work is delayed beyond the deadline, or for each day after the date that the Work is to begin, as adjusted for time extensions provided by this agreement.

Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to County without limiting County's right to terminate this agreement for default as provided elsewhere herein.

ARTICLE 9
TERMINATION OF AGREEMENT

Notwithstanding any other provision of this Agreement, the County may terminate this Agreement at any time by giving 10 days' written notice to Contractor.

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 10
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 11
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 12
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 13
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 14
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:

The Contractor will perform the following services:

_____

_____

_____

Additional Items to be Discussed and Pricing Agreed Upon:

_____

The Contractor will be responsible for all labor, equipment, and any other items required to complete the work.

EXHIBIT B: PAYMENT OF SERVICES

The Contractor shall be paid for the work completed and satisfactory inspection by the Administrator in the amount of the agreed upon (See Exhibit A) _____. Any additional work or items that may be required or recommended shall be discussed with a cost negotiated and agreed upon by both parties before the additional work begins.